Downtown Development Authority Meeting



Monday, June 24, 2024 at 6:30 PM

922 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. Regular Meeting Minutes, May 28, 2024
- 3. Special Called Meeting Minutes, June 03, 2024
- IV. Citizen Comments (Up to 3 minutes per comment)

V. Director's Report

VI. Council Report

VII. Old Business

- 4. DDA Financial Report March 2024
- 5. DDA Financial Report April 2024

VIII. Old Business

IX. New Business

- 6. Approval of the Professional Services Agreement, for Landscaping Maintenance Services
- 7. DDA Budget Amendment, June 2024
- 8. Discussion Item: Criterium Event for Fall of 2025
- 9. Discussion Item: DDA Social Media Pages
- X. Executive Session to Discuss Personnel, Legal, and/or Real Estate (if needed)

XI. Adjournment



Downtown Development Authority Meeting

Monday, May 28, 2024, at 6:30 PM 922 Main Street, Stone Mountain, GA 30083

Regular Meeting Minutes

I. Call to Order

- Carl Wright called the meeting to order at 6:31 pm.
- Members Present: Carl Wright, Thom DeLoach, Denise Phillips, Michelle Dunbar and Council Member Anita Bass. Jenna Barclay was absent from this meeting.

II. Approval of the Agenda

• Denice Phillips requested Information Item: Urban Land Institute (ULI) Programs, to be reviewed before the Discussion Item: DDA hiring an Attorney. **Denise Phillips made a motion to approve the agenda, seconded by Thom DeLoach. Unanimously approved.**

III. Approval of Minutes

- Regular Meeting Minutes, April 22, 2024: Motion by Michelle Dunbar to approve the meeting minutes, seconded by Denise Phillips. Unanimously approved.
- Special Called Meeting Minutes, April 29, 2024: Motion by Michelle Dunbar to approve the meeting minutes, seconded by Denise Phillips. Unanimously approved.
- IV. Citizen Comments there were no comments.

V. Director's Report

• The DDA Financial Report for March 2024 will be presented at the DDA's next regular meeting. The Director also mentioned that the 2024 annual membership for the Georgia Downtown Association has not been paid. The Board noted that there is no budget for such expenses for this year and funds to cover unbudgeted items will be provided from DDA reserves.

VI. Financial Report

- DDA Financial Report: February 2024: There were costs for contracted services and supplies that were listed in the February 2024 financial statement. These expenses have been removed and the March 2024 statement reflects this change.
- Discussion Item: DDA Checks for 2024: in January 2024, the DDA approved an expense for \$756.00 for advertising. The board noted that this expense was not budgeted for this year and would have to be paid from the DDA reserves.

VII. Council Report

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

1. Action Item: 2024 Intergovernmental Agreement (IGA) for the City of Stone Mountain and the DDA.

 The DDA Board denied the latest IGA CDDA 2024 that was reviewed and approved by the City Attorney. The DDA discussed and requested the following content to be included at the end of the paragraph that describes the "Payment for Services":

"No increase or addition in liability may be attributed by the City to the DDA without approval of the DDA board and subsequent approval of an accompanying budget amendment by the City."

Thom DeLoach made a motion to approve the latest IGA CDDA 2024, with the proposed changes made by the DDA on 05/28/2024, seconded by Anita Bass. Unanimously approved.

VII. New Business

1. Information Item: Urban Land Institute (ULI) Programs:

• Patricia Luna presented information about the current ULI programs.

2. Discussion Item: DDA Hiring an Attorney:

• the DDA discussed the option for hiring an Attorney. There is no budget for legal services this year and costs will be met from DDA reserves.

3. Facade Grant Application: 981 Main Street

The application will need to be updated to reflect that the person applying for the grant is the
owner of the business located on 981 Main Street, and not the construction company that is
overseeing the project. The DDA also requested the business owner to return the grant if he
sells his property within one year. (The DDA Director and Vice Chair will provide the
business owner with a draft agreement).

Anita Bass made a motion to approve the Facade Grant Application for 981 Main Street, seconded by Denise Phillips. Unanimously approved.

4. Facade Grant Application: Granite Mountain Craft Distillery

Thom DeLoach made a motion to approve the Granite Mountain Craft Distillery's Facade Grant Application, seconded by Michelle Dunbar. Unanimously approved.

5. Mural Project, 2024:

- There was a discussion about a new mural project. The proposed location for the mural is the building at 965 Main Street (the left exterior wall of Stoned Pizza Kitchen).
- 6. Executive Session: Motion by Denise Phillips to enter an executive session to Discuss Personnel, Legal, and/or Real Estate, seconded by Anita Bass. Unanimously approved. / Motion by Thom DeLoach to adjourn the Executive Session, seconded by Denise Phillips. Unanimously approved.

IX. Adjournment:

Motion by Michelle Dunbar to adjourn the Regular Meeting, seconded by Anita Bass. Unanimously approved.



Downtown Development Authority, Special Called Meeting

Monday, June 03, 2024, at 6:30 PM

922 Main Street, Stone Mountain, GA 30083

Special Called Meeting Minutes

I. Call to Order

- Carl Wright called the meeting to order at 6:37 pm.
- Members Present: Carl Wright, Jenna Barcley, Denise Phillips and Council Member Anita Bass. Thom DeLoach and Michelle Dunbar were absent from this meeting.

II. Approval of the Agenda

• Anita Bass made a motion to approve the agenda, seconded by Denise Phillips. Unanimously approved.

III. Old Business

1. Action Item: 2024 Intergovernmental Agreement (IGA) for the City of Stone Mountain and the DDA.

Motion by Denise Phillips to approve the final version of the 2024 Intergovernmental Agreement (IGA) for the City of Stone Mountain and the DDA, seconded by Anita Bass. Unanimously approved.

IV. Adjournment: Motion by Jenna Barclay to adjourn, seconded by Denise Phillips. Unanimously approved.

REVENUE OVER/ (UNDER) EXPENDITURES

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: MARCH 31ST, 2024

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Section . Item #4. Item # 9.

20 -DOWNTOWN DEV. AUTHORITY		no or i	MARCH 5151, 20				
FINANCIAL SUMMARY				북 (OF YEAR COMPLETE	D: 25.00	
	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
Non-Departmental							
LICENSES & PERMITS	0	0	0.00	0.00	0.00	0.00	0
INTERGOVERNMNTL REVENUES	0	0	0.00	0.00	0.00	0.00	0
CHARGES FOR SERVICE	0	0	0.00	0.00	0.00	0.00	0
CONTRIBUTIONS-PRIV SRCS	0	0	0.00	0.00	0.00	0.00	0
MISCELLANEOUS REVENUE	0	0	0.18	0.53	0.00	0.00 (11
OTHER FINANCING SOURCES	214,318	214,318	0.00	11,523.17	0.00	5.38	202,795
TOTAL Non-Departmental	214,318	214,318	0.18	11,523.70	0.00	5.38	202,794
TOTAL REVENUES	214,318	214,318	0.18	11,523.70	0.00	5.38	202,794
EXPENDITURE SUMMARY							
Downtown Dev. Authority							
PERSONAL SRVC & EMPL BEN	107,818	107,818	7,497.37	14,118.88	0.00	13.10 (93,699)
PURCHASED/CONTRACTED SVC	70,000	70,000 (308.00)	811.26	0.00	1.16 (69,189
SUPPLIES	0	0 (258.77)	0.00	0.00	0.00	0
CAPITAL OUTLAY	0	0	0.00	0.00	0.00	0.00	0
OTHER COSTS	25,000	25,000	0.00	0.00	0.00	0.00 (25,000
DEBT SERVICE	0	0	0.00	0.00	0.00	0.00	0
OTHER FINANCING USES	11,500	11,500	0.00	4,000.00	0.00	34.78 (7,500
TOTAL Downtown Dev. Authority	214,318	214,318	6,930.60	18,930.14	0.00	8.83	195,388
TOTAL EXPENDITURES	214,318	214,318	6,930.60	18,930.14	0.00	8.83	195,388

0 0 (6,930.42 (

7,406.44)

0.00

0.00

7,406

20 -DOWNTOWN DEV. AUTHORITY

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: MARCH 31ST, 2024

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Item # 9.

20 -DOWNTOWN DEV. AUTHORITY				움 (OF YEAR COMPLETE	D: 25.00	
REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
Non-Departmental							
LICENSES 6 PERMITS							
20-3000.32.2260 FILM PERMIT	0	0	0.00	0.00	0.00	0.00	0
TOTAL LICENSES & PERMITS	0	0	0.00	0.00	0.00	0.00	0
INTERGOVERNMNTL REVENUES							
20-3000 33.6001 DEKALB BD OF HEALTH LRA_	0	0	0.00	0.00	0.00	0.00	0
TOTAL INTERGOVERNMNTL REVENUES	0	0	0.00	0.00	0.00	0.00	0
CHARGES FOR SERVICE							
20-3000.34.7200 Activity Fees	0	0	0.00	0.00	0.00	0.00	0
TOTAL CHARGES FOR SERVICE	0	0	0.00	0.00	0.00	0.00	0
CONTRIBUTIONS-PRIV SRCS							
20-3000.37.1001 GMA Travel Scholarship	0	0	0.00	0.00	0.00	0.00	0
20-3000.37.1002 BOOST	0	0	0.00	0.00	0.00	0.00	0
20-3000.37.1003 Sponsorships	0	0	0.00	0.00	0.00	0.00	0
20-3000.37.1004 Contributions - MSSM	0	0	0.00	0.00	0.00	0.00	0
20-3000.37.1005 Tunes by the Tracks - M	0	0	0.00	0.00	0.00	0,00	0
TOTAL CONTRIBUTIONS-PRIV SRCS	0	0	0.00	0.00	0.00	0.00	0
MISCELLANEOUS REVENUE							
20-3000.38.1001 Rent Income	0	0	0.00	0.00	0.00	0.00	0
20-3000.38.9300 Miscellaneous DDA Incom	0	0	0.18	0.53	0.00	0.00 (1)
20-3000.38.9301 Blue Grass Festival Sal	0	0	0.00	0.00	0.00	0.00	0
20-3000.38.9302 Banners	0	Ő	0.00	0.00	0.00	0.00	0
20-3000.38.9303 Farmers' Market Fees	0	0	0.00	0.00	0.00	0.00	0
20-3000.38,9304 Oktoberfest	0	0	0.00	0.00	0.00	0.00	ů O
20-3000.38.9305 Christmas Parade	0	0	0.00	0.00	0.00	0.00	0
20-3000.38.9306 GRANITE GRASSHOPPER 5K	0	0	0.00	0.00	0.00	0.00	0
20-3000.38.9307 Tunes by the Tracks	0	0	0.00	0.00	0.00	0.00	0
20-3000.38.9308 BTSB - FISH FRY	0	0	0.00	0.00	0.00	0.00	0
20-3000.38.9309 Ornament Revenue	0	0	0.00	0.00	0.00	0.00	0
TOTAL MISCELLANEOUS REVENUE	0	0	0.18	0.53	0.00	0.00 (1)
OTHER FINANCING SOURCES							
20-3000.39.1100 Interfund Transfer In	214,318	214,318	0.00	11,523,17	0.00	5.38	202,795
20-3000.39.1101 Fund 20 - Reserve	0	0	0.00	0.00	0.00	0.00	202,755
20-3000.39.1200 Fund 20 Unrestricted Re	G	0	0.00	0.00	0.00	0.00	0
20-3000.39.1201 Fund 20 MARTA Refund (U	0	0	0.00	0.00	0.00	0.00	0
20-3000.39.2100 Proceeds From Sale of A	0	0	0.00	0.00	0.00	0.00	0
20-3000.39,2202 Property Sale	0	0	0.00	0.00	0.00	0.00	0
20-3000.39.3201 BB&T Note Proceeds	ů.	0	0.00	0.00	0.00	Q.00	0
TOTAL OTHER FINANCING SOURCES	214,310	214,318	0.00	11,523.17	0.00	5.38	202,795
TOTAL Non-Departmental	214,318	214,318	0.18	11,523.70	0.00	5.38	202,794
TOTAL REVENUES	214,318	214,318	0.18	11,523.70	0.00	5.38	202,794

20 -DOWNTOWN DEV. AUTHORITY

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: MARCH 31ST, 2024

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20 -DOMNTOWN DEA, AUTHORITI				응 (OF YEAR COMPLETE	D: 25.00	
DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
Downtown Dev. Authority							

PERSONAL SRVC & EMPL BEN							
20-5130.51.1100 Regular Employees	90,000	90,000	6,923.08	13,032.55	0.00	14.40	76,967
20-5130.51.1101 Part Time Employees	0	0	0.00	0.00	0.00	0.00	0
20-5130.51.2100 Group Health Insurance	10,380	10,380	0.00	0.00	0.00	0.00	10,380
20-5130.51.2120 Disability (STD)	96	96	8.19	16.38	0.00	17.06	80
20-5130.51.2130 Dental Insurance	264	264	25.33	50.66	0.00	19.19	213
20-5130.51.2140 Life Insurance	113	113	11.15	22.30	0.00	19.73	91
20-5130.51.2150 Accident / Vision Ins.	80	80	0.00	0.00	0.00	0.00	80
20-5130.51.2200 F.I.C.A.	5,580	5,580	429,23	808.02	0.00	14.48	4,772
20-5130,51.2300 Medicare	1,305	1,305	100.39	188.97	0.00	14.40	1,116
20-5130.51.2600 Unemployment	0	0	0.00	0.00	0.00	0.00	0
20-5130.51.2700 Worker's Comp	0	0	0.00	0.00	0.00	0.00	
TOTAL PERSONAL SRVC & EMPL BEN	107,818	107,818	7,497.37	14,118.88	0.00	13.10	93,699
PURCHASED/CONTRACTED SVC							
20-5130.52.1200 Professional Serv.	60,000	60,000	0.00	0.00	0.00	0.00	60,000
20-5130.52.1207 Administrative Services	0	0	0.00	0.00	0.00	0.00	00,000
20-5130.52.1210 Legal Expense	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.1300 Technical Services	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.2230 Building Repairs & Main	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.2310 Rent	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.3101 Building Insurance	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.3200 Communications	0	0 (330.50)	0.00	0.00	0.00	0
20-5130,52,3300 Advertising	0	0	0.00	756.00	0.00	0.00 (756
20-5130.52-3380 PROMOTIONS DDA	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.3400 Printing & Binding	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.3500 Travel	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.3600 Dues & Fees	0	0	22.50	55.26	0.00	0.00 (55
20-5130.52.3700 Education & Training	0	0	0.00	0.00	0.00	0.00	0
20-5130.52.3850 Contract Labor- DDA	10,000	10,000	0.00	0.00	0.00	0.00	10,000
TOTAL PURCHASED/CONTRACTED SVC	70,000	70,000 (308.00)	811.26	0.00	1.16	69,189
SUPPLIES							
20-5130.53.1100 OFFICE SUPPLIES	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1110 Office Supplies	0	0	0.00	0.00	0.00	0.00	a
20-5130.53.1120 Computer Software	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1130 Postage	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1210 WATER DDA BUILDING	õ	0	0.00	0.00	0.00	0.00	0
20-5130.53.1218 Water - 5379 E Mtn St	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1220 Natural Gas	a	0	0.00	0.00	0.00	0.00	0
20-5130.53 1226 GAS 965 FL 1 Main St	0	0	0.00	0.00	0.00	0.00	a
20-5130.53.1227 Gas 965 FLR 2 Main Stre	ō	0	0.00	0.00	0.00	0.00	0
20-5130.53.1228 Gas - 5379 E Mtn St	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1230 Electricity DDA Bldg.	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1231 Electricity 965 Main St	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1232 Electricity 963 Main St	0	0	0.00	0.00	0.00	0.00	0
	0			0.00	0.00	0.00	0

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: MARCH 31ST, 2024

20 -DOWNTOWN DEV, AUTHORITY

Section . Item #4.

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ltem # 9.
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% OF	YEAR	COMPLETED;	25.00
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DEPARTMENTAL EXPENDITURES	ORIGÍNAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
20-5130.53.1234 Electricity 965 Main St	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1235 Electricity 965 Main St	0	0	0.00	0.00	0.00	0.00	o
20-5130 53.1237 Electricity 5347 E Mtn	0	0	0.00	0.00	0.00	0.00	0
20-5130 53.1238 Electricity - 5379 E Mt	0	0	0.00	0.00	0,00	0.00	0
20-5130.53.1300 Food Catering	0	0	0.00	0.00	0.00	0.00	0
20-5130,53,1600 Small Equipment - DDA	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1740 Other Supplies	0	0 (258.77)	0.00	0.00	0.00	0
TOTAL SUPPLIES	U	0 (258.77)	0.00	0.00	0.00	C
CAPITAL OUTLAY							
20-5130.54.1102 Site - 1001 4th Street	0	0	0.00	0.00	0.00	0.00	0
20-5130.54.1300 Buildings	0	0	0.00	0.00	0.00	0.00	0
20-5130.54.1308 Buildings - 5379 E Mtn	a	0	0.00	0.00	0.00	0.00	0
20-5130.54.2400 Computer	0	0	0.00	0.00	0.00	0.00	0
20-5130.54.2500 Other Capital Outlay	0	0	0.00	0.00	0.00	0.00	0
TOTAL CAPITAL OUTLAY	0	0	0.00	0.00	0.00	0.00	0
OTHER COSTS							
20-5130.57.3000 Payment To Others	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3200 BOOST	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3300 Facade Grants	25,000	25,000	0.00	0.00	0.00	0.00	25,000
20-5130.57.3400 Stormwater Utility	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3401 Stornwater - 5379 E Mtn	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3500 Revolving Loan Fund	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3600 Business Development	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3700 HISTORIC TRAIN DEPOT	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.9000 Contingencies	0	0	0.00	0.00	0.00	0.00	Q
TOTAL OTHER COSTS	25,000	25,000	0.00	0.00	0.00	0.00	25,000
DEBT SERVICE							
20-5130.58.1221 GMA - DDA BUILDING	0	0	0.00	0.00	0.00	0.00	0
20-5130.58.2221 GMA - DDA BLDG INTEREST_	0	0	0.00	0.00	0.00	0.00	0
TOTAL DEBT SERVICE	0	0	0.00	0.00	0.00	0.00	0
OTHER FINANCING USES							
20-5130.61.9000 Special Events	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9001 Blue Grass Festival	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9002 175th ANNIVERSARY	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9003 Farmers' Market Costs	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9004 Fall Event	0	0	0.00	0.00	0,00	0.00	0
20-5130.61.9005 Christmas Parade	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9006 GRANITE GRASSHOPPER 5K	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9007 LIVE NATIVITY	0	0	0.00	0.00	0.00	0.00	0
20-5130.61,9008 Tunes by the Tracks	7,500	7,500	0.00	0.00	0.00	0.00	7,500
20-5130.61.9009 BTSB Fish Fry & Movie	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9010 FARMERS MARKET LEAD PRO	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9019 JUNETEENTH EVENT	0	D	0.00	0.00	0.00	0.00	0
20-5130.61.9020 Mardi Gras Parade	4,000	4,000	0.00	4,000.00	0.00	100.00	0
TOTAL OTHER FINANCING USES	11,500	11,500	0.00	4,000.00	0.00	34.78	7,500
TOTAL Downtown Dev. Authority	214,318	214,318	6,930.60	18,930.14	0.00	0.83	195,388

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% OF YEAR COMPLETED: 25.00

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: MARCH 31ST, 2024

5-16-2024 08:06 PM

20 -DOWNTOWN DEV. AUTHORITY

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	214,318	214,310	6,930.60	18,930.14	0.00	8.83	195,388
REVENUE OVER/ (UNDER) EXPENDITURES	0	0 (6,930.42(7,406.44)	0.00	0.00	7,406

20 -DOWNTOWN DEV. AUTHORITY FINANCIAL SUMMARY

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: APRIL 30TH, 2024

(UNAUDITED))TH, 2024 % OF YEAR COMPLETED: 33.33

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	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
Non-Departmental TITENSES 5 DEPMIT	c	c					c
INTERGOVERNMNTL REVENUES	0	0	0.00	0.00	0.00	0.00	0
CHARGES FOR SERVICE	0	0	00.00	0.00	0.00	0.00	0
CONTRIBUTIONS-PRIV SRCS	0	0	00.00	0.00	0.00	0.00	0
MISCELLANEOUS REVENUE	0	0	0.18	0.71	0.00	0.00 (1)
OTHER FINANCING SOURCES TOTAL NON-DENSITMENTS]	214,318 214,318	214,318 214,318	0.00	11,523.17 11 523 88	0.00	5.38 5.38	202,795 202,794
TOTUT NOIL-DEPAR CHERICAL	010/217	010151517	01.0	00.020/11	00.0	5.0	FC1 1 707
TOTAL REVENUES	214,318	214,318	0.18	11,523.88	0.00	5.38	202,794
EXPENDITURE SUMMARY							
Downtown Dev. Authority							
PERSONAL SRVC & EMPL BEN	107,818	107,818	9,396.56	23,515.44	00.00	21.81 (84,303)
PURCHASED/CONTRACTED SVC	70,000	70,000	20.08	1,081.34	00.00	1.54 (68,919)
SUPPLIES	0	0	0.00	0.00	0.00	0.00	0
CAPITAL OUTLAY	0	0	0.00	0.00	0.00	0.00	0
OTHER COSTS	25,000	25,000	0.00	0.00	0.00	0.00 (25,000)
DEBT SERVICE	0	0	0.00	00.00	0.00	0.00	0
OTHER FINANCING USES	11,500	11,500	3,750.00	7,750.00	0.00	67.39 (3,750)
TOTAL Downtown Dev. Authority	214,318	214,318	13,166.64	32,346.78	0.00	15.09	181,971
TOTAL EXPENDITURES	214,318	214,318	13,166.64	32,346.78	0.00	15.09	181,971
REVENUE OVER/ (UNDER) EXPENDITURES	0) 0	13,166.46(20,822.90)	0.00	0.00	20,823

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20 -DOWNTOWN DEV. AUTHORITY				96	OF YEAR COMPLETED: 33.33	D: 33.33	
REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
Non-Departmental							
LICENSES & PERMITS 20-3000.32.2260 FILM PERMIT TOTAL LICENSES & PERMITS	00	00	0.00	0.00	0.00	0.00	00
INTERCOVERNMATL REVENUES 20-3000.33.6001 DEKALB ED OF HEALTH LRA TOTAL INTERCOVERNMATL REVENUES	00	00	0.00	0.00	0.00	0.00	00
CHARGES FOR SERVICE 20-3000.34.7200 Activity Fees TOTAL CHARGES FOR SERVICE	00	0 <mark>0</mark>	0.00	0.00	0.00	0.00	00
CONTRIBUTIONS-PRIV SRCS	c	c					c
20-3000.37.1001 GMA TRAVEL SCHOLARSHIP 20-3000.37.1002 BOOST	00	00	0.00	0.00	0.00	00.0	00
20-3000.37.1003 Sponsorships 20-3000.37.1004 Contributions - MSSM	00	00	0.00	0.00	0.00	0.00	00
20-3000.37.1005 Tunes by the Tracks - M TOTAL CONTRIBUTIONS-PRIV SRCS	00	00	0.00	0.00	0.00	0.00	0 0
MTSCELLANEOUS REVENUE							
20-3000.38.1001 Rent Income	0 0	00	0.00	0.00	0.00	0.00	0
20-3000.38.9300 Miscellaneous DDA Incom 20-3000.38.9301 Blue Grass Festival Sal	00	00	0.00	0.00	0.00	0.00	(10
	0 0	0 0	0.00	0.00	0.00	0.00	0 0
20-3000.38.9303 Farmers' Market Fees 20-3000.38.9304 Oktoberfest	00	00	0.00	0.00	0.00	0.00	0 0
arade	0 (00	0.00	0.00	0.00	0.00	0 0
20-3000.38.9300 GRANITE GRASSHOFFER 3N 20-3000.38.9307 Tunes by the Tracks	00	00	0.00	0.00	0.00	0.00	00
20-3000.38.9308 BTSB - FISH FRY	0	0	0.00	0.00	0.00	0.00	0
20-3000.38.9309 Ornament Revenue TOTAL MISCELLANEOUS REVENUE		00	0.00	0.00	0.00	0.00	1)
OTHER FINANCING SOURCES 20-3000.39.1100 Interfund Transfer In	214,318	214,318	0.00	11,523.17	0.00	5.38	202,795
20-3000.39.1101 Fund 20 - Reserve	00	00	0.00	0.00	0.00	00.00	00
20 MARTA Refund	00	00	0.00	0.00	0.00	0.00	00
20-3000.39.2100 Proceeds From Sale of A	0	0	0.00	0.00	0.00	0.00	0
20-3000.39.2202 Property Sale 20-3000.39.3201 BR&T Note Proceeds	0 0	0 0	0.00	0.00	0.00	0.00	0 0
TOTAL OTHER FINANCING SOURCES	214,318	214,318	0.00	11,523.17	0.00	5.38	202,795
TOTAL Non-Departmental	214,318	214,318	0.18	11,523.88	0.00	5.38	202,794
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TOTAL REVENUES	210/212	070/177		00.070/11	>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	on.n	FC1 / 707

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF ADDIT 30TH 2024

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TO POWNTOWN DEV. POINORIII				*	OF YEAR COMPLETED:	D: 33.33	
DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
Downtown Dev. Authority							
PERSONAL SRVC & EMPL BEN 20-5130 51 1100 Docuries Emminence	000 08	000 08	00 CC0 9	10 055 63		L1 CC	
20-5130.51.1101 Part Time Employees	000,06	000,000	00.00	00.00	0.00	00.00	0,01
20-5130.51.2100 Group Health Insurance	10,380	10,380	1,885.57	1,885.57	0.00	18.17	8,494
20-5130.51.2120 Disability (STD)	96	96	8.19	24.57	0.00	25.59	11
20-5130.51.2130 Dental Insurance	407 112	113	55.C2 31 11	99.C/ 37 AF	0.0	28.18	00 T
20-5130.51.2150 Accident / Vision Ins.	80	80	13.62	13.62	0.00	17.03	99 90
20-5130.51.2200 F.I.C.A.	5,580	5,580	429.24	1,237.26	0.00	22.17	4,343
20-5130.51.2300 Medicare	1,305	1,305	100.38	289.35	0.00	22.17	1,016
20-5130.51.2600 Unemployment	0 0	0 0	0.00	0.00	0.00	0.00	0 0
TOTAL PERSONAL SRVC & EMPL BEN	107,818	107,818	9,396.56	23,515.44	0.00	21.81	84,303
FURCHASED/CONTRACTED SVC							
20-5130.52.1200 Professional Serv.	60,000	60,000	0.00	0.00	0.00	0.00	60,000
20-5130.52.1207 Administrative Services	0	0	00.00	0.00	0.00	0.00	0
	0 0	0 0	0.00	0.00	0.00	0.00	0 0
20-5130.52.1300 Tecnnical Services	5 0	5 0	0.00	0.00	0.00	0.00	- c
20-5130.52.2230 Building Repairs & Main 20-5130 52 2310 Pent		>	0.00	0.00	0.00	0.00	
20-5130.52.3101 Building Insurance	0	0	0.00	0.00	00.00	0.00	• •
20-5130.52.3200 Communications	00	0	0.00	0.00	0.00	0.00	0
20-5130.52.3300 Advertising	0	0	0.00	756.00	0.00	0.00 (756)
20-5130.52.3380 PROMOTIONS DDA	0	0	00.00	0.00	0.00	0.00	0
20-5130.52.3400 Printing & Binding	0 0	0 (0.00	0.00	0.00	0.00	0 (
20-5130.52.3300 Travel 20-5130 52 3600 Dunes & Wees				375 34	0.00	00.0	3251
20-5130.52.3700 Education & Training	00	0	0.00	0.00	0.00	00.00	0
20-5130.52.3850 Contract Labor- DDA	10,000	10,000	0.00	0.00	0.00	0.00	10,000
TOTAL PURCHASED/CONTRACTED SVC	70,000	70,000	20.08	1,081.34	00.00	1.54	68,919
SUPPLIES							
20-5130.53.1100 OFFICE SUPPLIES	0 0	0 0	0.00	0.00	0.00	00.00	0 0
20-3130.33.1110 UIIICE SUPPIIES 20-5130.53.1120 Computer Software							
	0 0	0 0	0.00	0.00	00.00	0.00	0 0
	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1218 Water - 5379 E Mtn St	0	0	0.00	0.00	0.00	0.00	0
	0	0	0.00	0.00	0.00	0.00	0
	0	0	0.00	0.00	0.00	0.00	0
	0 0	0 0	0.00	0.00	0.00	0.00	0 0
20-5130.53.1228 Gas - 53/9 E Mtn St	5 0	-	00.0	0.00	0.00	0.00	5 0
20-5130.33.1230 Electricity JUA Biag. 20-5130 53 1331 Flootricity 065 Main St			00.0	00.0	0.0	00.0	
		o c	0.00	00.0	00.0	00.0	o c
	0	0	0.00	0.00	0.00	0.00	0

20 -DOWNTOWN DEV. AUTHORITY

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: APRIL 30TH, 2024

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	% OF YEAR COMPLETED: 33.33	
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DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
Electricity	0	0	00.00	00.00	00.00	0.00	0
20-5130.53.1235 Electricity 965 Main St	0	0	0.00	0.00	0.00	0.00	0
53	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1238 Electricity - 5379 E Mt	0	0	0.00	0.00	0.00	0.00	0
	0	0	0.00	0.00	0.00	0.00	0
20-5130.53.1600 Small Equipment - DDA	00	0 0	0.00	0.00	0.00	00.0	0 0
20-2130.23.1/40 Otner Supplies			0.00	0.00	0.00	00.00	
TOTAL SOFFILES	Þ	5	00.0	00.0	00.0	00.0	Þ
CAPITAL OUTLAY							
	0	0	00.00	0.00	0.00	0.00	0
20-5130.54.1300 Buildings	0	0	00.00	0.00	0.00	0.00	0
	0	0	00.00	0.00	0.00	0.00	0
	0	0	0.00	0.00	0.00	0.00	0
20-5130.54.2500 Other Capital Outlay	0	0	0.00	0.00	0.00	0.00	0
TOTAL CAPITAL OUTLAY	0	0	0.00	0.00	0.00	0.00	0
OTHER COSTS							
20-5130.57.3000 Payment To Others	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3200 BOOST	0	0	0.00	0.00	0.00	00.00	0
20-5130.57.3300 Facade Grants	25,000	25,000	0.00	0.00	0.00	0.00	25,000
20-5130.57.3400 Stormwater Utility	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3401 Stornwater - 5379 E Mtn	0	0	00.00	0.00	0.00	0.00	0
20-5130.57.3500 Revolving Loan Fund	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3600 Business Development	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.3700 HISTORIC TRAIN DEPOT	0	0	0.00	0.00	0.00	0.00	0
20-5130.57.9000 Contingencies	0	0	0.00	0.00	0.00	0.00	0
TOTAL OTHER COSTS	25,000	25,000	0.00	0.00	0.00	0.00	25,000
<u>DEBT SERVICE</u> 20-5130.58.1221 GMA - DDA BUILDING	0	0	0.00	0.00	0.00	0.00	0
20-5130.58.2221 GMA - DDA BLDG INTEREST	0	0	0.00	0.00	0.00	0.00	0
	0	0	0.00	00.0	00.00	0.00	0
OTHER FINANCING USES							
20-5130.61.9000 Special Events	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9001 Blue Grass Festival	0	0	0.00	0.00	0.00	00.00	0
20-5130.61.9002 175th ANNIVERSARY	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9003 Farmers' Market Costs	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9004 Fall Event	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9005 Christmas Parade	0	0	0.00	0.00	0.00	0.00	0
	0	0	00.00	0.00	0.00	00.00	0
20-5130.61.9007 LIVE NATIVITY	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9008 Tunes by the Tracks	7,500	7,500	3,750.00	3,750.00	0.00	50.00	3,750
20-5130.61.9009 BTSB Fish Fry & Movie	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9010 FARMERS MARKET LEAD PRO	0	0	0.00	0.00	0.00	00.00	0
20-5130.61.9019 JUNETEENTH EVENT	0	0	0.00	0.00	0.00	0.00	0
20-5130.61.9020 Mardi Gras Parade	4,000	4,000	0.00	4,000.00	0.00	100.00	0
TOTAL OTHER FINANCING USES	11,500	11,500	3,750.00	7,750.00	0.00	67.39	3,750
1							
TOTAL Downtown Dev. Authority	214,318	214,318	13,166.64	32,346.78	0.00	15.09	181,971

CITY OF STONE MOUNTAIN REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: APRIL 30TH, 2024

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20 -DOWNTOWN DEV. AUTHORITY					<pre>% OF YEAR COMPLETED: 33.33</pre>	D: 33.33	
	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	<pre>% OF BUDGET</pre>	BUDGET BALANCE
TOTAL EXPENDITURES	214,318	214,318	13,166.64	32,346.78	0.00	15.09	181,971
REVENUE OVER/ (UNDER) EXPENDITURES	0	0	13,166.46(20,822.90)	00.00	00.00	20,823



Meeting Date: June 24, 2024

SUBJECT: APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT, FOR LANDSCAPE MAINTENANCE SERVICES

Item: Action Item

Department: DDA

Fiscal Impact: \$ 22,896.00

Presented By: Maggie Dimov, Economic Development Director/DDA

Actions Requested:

1. Motion to approve the presented professional services agreement, between the DDA and the CrabapplExperts landscaping company.

2. Motion to authorize the DDA Chairperson to execute the professional services agreement with the CrabapplExperts, for a total sum not to exceed \$ 22,896.00.

Summary:

On February 26, 2024, at their Regular Meeting, the DDA Board approved a Request for Proposal for Landscape Maintenance Services. The request included: scope of the project; area map and services that need to be provided along the Main Street corridor.

A total of twelve (12) companies submitted their proposals.

On April 29, 2024, at their Special Called Meeting, the DDA announced "Crabapple LandscapExperts" as the finalist in the bidding process.

Attachments/Exhibits: Attached, final version of the Agreement for Landscape Maintenance Services, between the DDA and the CrabapplExperts, and supporting documents.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this <u>lst</u> day of <u>July</u> 2024, by and between DOWNTOWN DEVELOPMENT AUTHORITY OF CITY OF STONE MOUNTAIN, a public body corporate of the State of Georgia ("DDA"), and <u>Crabapple Turf</u> Management, Inc. d/b/a Crabapple LandscapEXPERTS, a \Box foreign \Box domestic \boxtimes corporation \Box LLC ("Contractor"), collectively referred to as the "Parties."

WITNESSETH THAT

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

WHEREAS, DDA finds that specialized knowledge, skills, and training are necessary to perform the tasks contemplated in the Scope of Project section (the "Work") in Request for Proposal for Landscape Maintenance services under this Agreement;

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

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

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, for Contractor's performance and completion of the Work, DDA shall pay Contractor a fee in accordance with the sum established in Contractor's bid and, as finally awarded by the DDA, for a total sum not to exceed _\$ 22,896.00_____.

I. SCOPE OF SERVICES

a. <u>Project Description</u>

The project is described as Lawn Maintenance Services as outlined in the RFP.

b. <u>The Work</u>

The Work to be completed under this Agreement consists of lawn maintenance services as defined in the Scope of Project covered in the RFP dated 03/22/2024. A copy of the RFP is attached as Exhibit "A" hereto and is incorporated herein by reference. A copy of the Contractor's lawn maintenance proposal form is attached hereto as Exhibit "B," which is inclusive of the Scope of Work which is incorporated herein by reference.

c. <u>Schedule, Completion Date, and Term of Agreement</u>

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before July 1, 2025

The Agreement may be extended for additional periods predicated on satisfactory performance and appropriation for lawn maintenance services by the DDA.

II. WORK CHANGES

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

b. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the DDA and the Contractor.

III. COMPENSATION AND METHOD OF PAYMENT

DDA agrees to pay the Contractor for the Work performed and costs incurred by a. Contractor upon certification by the DDA that the Work was actually performed, and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the DDA of invoices setting forth in detail the services performed, and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. This contract will be invoiced in 12 equal monthly payments. Invoices will be sent on the 1st of each month and due within 30 days of DDA approval. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the DDA before charges are incurred and shall be handled through change orders as described in Section II above. The DDA shall pay the Contractor within thirty (30) days after approval of the invoice by DDA staff. To avoid unreasonable delay in payment DDA Staff shall have until the 5th business day after receiving the invoice to approve or dispute the invoice. In the event the DDA takes no action the invoice shall be paid within 30 Days.

b. The total amount paid under this Agreement as compensation for the Work performed and reimbursement for costs incurred shall not, in any case, exceed \$22,896.00. The compensation for Work performed shall be based upon Contractor's proposal form dated 03/22/2024 and attached as Exhibit "B." The cost of Basic Landscape Maintenance Program as stated in the Exhibit will be performed for the total annual value not to exceed listed above and shall be billed at a rate of \$ 1,908.00 per month for 12 (twelve) months.

IV. COVENANTS OF CONTRACTOR

a. <u>Expertise of Contractor</u>

Contractor accepts the relationship of trust and confidence established between it and the DDA, recognizing that the DDA's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

b. <u>Budgetary Limitations</u>

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

c. DDA's Reliance on the Work

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

d. <u>Contractor's Reliance on Submissions by the DDA</u>

Contractor must have timely information and input from the DDA in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the DDA, but Contractor shall be required to provide immediate written notice to the DDA if

Contractor knows or reasonably should know that any information provided by the DDA is erroneous, inconsistent, or otherwise problematic.

e. <u>Contractor's Representative</u>

The Customer Relations Manager shall be authorized to act on the Contractor's behalf with respect to the Work as Contractor's designated representative.

f. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the DDA. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the DDA shall have no obligation to them.

g. <u>Responsibility of Contractor and Indemnification of DDA</u>

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the DDA on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the DDA, its officers, boards, directors, commissions, appointed officials, employees, servants, volunteers, and agents (hereinafter referred to as "DDA Parties") from and against any claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the DDA or DDA Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any claims against the DDA or DDA Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the DDA and DDA Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arising out of actions that occurred during the performance of this Agreement.

h. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the DDA. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of Contractors, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the DDA the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the DDA with regard to the results of such services only.

i. <u>Insurance</u>

i. <u>Requirements</u>:

The Contractor shall have and maintain, in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors. All policies shall be subject to approval by the DDA to form and content. These requirements are subject to amendment or waiver if so approved in writing by the DDA.

ii. Minimum Limits of Insurance:

Contractor shall maintain the following insurance policies with limits no less than:

- 1. Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- 2. Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- 3. Professional Liability of \$1,000,000 (one million dollars) for claims arising from professional services and caused by the Contractor's errors, omissions, or negligent acts.

- 4. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- iii. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the DDA in writing.

iv. Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

- 1. General Liability and Automobile Liability Coverage.
 - a. The DDA and DDA Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the DDA or DDA Parties.
 - b. The Contractor's insurance coverage shall be primary noncontributing insurance with respect to any other insurance or self-insurance available to the DDA or DDA Parties. Any insurance or self-insurance maintained by the DDA or DDA Parties shall be in excess of the Contractor's insurance and shall not contribute to it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DDA and DDA Parties.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- 2. Worker's Compensation Coverage.

The insurer providing Worker's Compensation Coverage will agree to waive all rights of subrogation against the DDA and DDA Parties for losses arising from work performed by the Contractor for the DDA.

3. <u>All Coverages</u>.

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DDA.
- b. Policies shall have concurrent starting and ending dates.

v. Acceptability of Insurers:

Insurance is to be placed with an insurer with an A.M. Best rating of no less than A.

vi. Verification of Coverage:

Contractor shall furnish the DDA with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the DDA prior to execution of this Agreement by the DDA. The DDA reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

vii. Subcontractors:

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

viii. Claims-Made Policies:

The Contractor shall extend any claims-made insurance policy for at least six years after termination or final payment under the agreement, whichever is later.

ix. DDA as Additional Insured and Loss Payee:

The DDA shall be named as an additional insured and loss payee on all policies required by this Agreement, except the DDA need not be named as

an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

j. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

It is the policy of DDA that unauthorized aliens shall not be employed to perform work on DDA contracts involving the physical performance of services. Therefore, the DDA shall not enter into a contract for the physical performance of services within the State of Georgia unless:

- i. the Contractor shall provide evidence on DDA-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E- Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the DDA contract to ensure that no unauthorized aliens will be employed, or
- ii. the Contractor provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

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

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D," which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the DDA within five (5) business days of receipt from any subcontractor. Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the DDA Representative or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractor's subcontractor's shall retain all documents and records of their respective verification process for a

period of three (3) years following completion of the contract, further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, an authorized DDA representative or his/her designee shall further be authorized to conduct periodic inspections to ensure that no DDA Contractor or Contractor's subcontractors employ unauthorized aliens on DDA contracts. By entering into a contract with the DDA, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractor's subcontractors are found to have employed an unauthorized alien, the DDA Representative or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the DDA thereby. Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

_____ 500 or more employees _____ 100 or more employees fewer than 100 employees

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

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

k. <u>Records, Reports, and Audits</u>

- i. <u>Records</u>:
 - 1. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the DDA with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
 - 2. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing the nature and propriety of the charges in proper detail. All checks, payrolls, invoices, contracts, vouchers,

orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

ii. <u>Reports and Information</u>:

Upon request, the Contractor shall furnish to the DDA any statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the DDA.

iii. Audits and Inspections:

At any time during normal business hours and as often as the DDA may deem necessary, there shall be made available to the DDA for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the DDA to audit, examine, and make excerpts or transcripts from such records and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and or data relating to all matters covered by this Agreement.

I. <u>Confidentiality</u>

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

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

m. Licenses, Certifications, and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any national, state, regional, DDA, local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Contractor under this

Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

n. <u>Authority to Contract</u>

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind the Contractor to the terms of this Agreement, if applicable.

o. Nondiscrimination

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

V. COVENANTS OF THE DDA

a. <u>Right of Entry</u>

The DDA shall provide for right of entry for Contractor and all necessary equipment to all DDA facilities, in order for Contractor to complete the Work.

b. **DDA's Representative**

DDA Executive Director shall be authorized to act on the DDA's behalf with respect to the Work as the DDA's designated representative, provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

a. The DDA shall have the right to terminate this Agreement for convenience by providing written notice at least thirty (30) calendar days before the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the first twelve (12) months under this agreement, except in the event of the DDA's failure to pay the Contractor within thirty (30) days of Contractor providing the DDA with notice of a delinquent payment and an opportunity to cure and if after the initial twelve (12) months this agreement is allowed to go "month-to-month" then both parties shall have the right to terminate this Agreement for convenience by providing written notice at least thirty (30) calendar days before the termination date.

b. Upon termination, DDA shall provide for payment to Contractor for services rendered and expenses incurred prior to the termination date.

c. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the DDA all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the DDA.

d. The rights and remedies of the DDA and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement, at law, or in equity.

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any DDA Party. No DDA Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the DDA or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the DDA, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties, provided that no party may assign this Agreement without the prior written approval of the other party.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Dekalb County, Georgia.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. BUSINESS LICENSE

The Contractor must provide a current business license prior to commencement of the services to be provided hereunder. If a current business license is unavailable, Contractor shall apply to the DDA for a business license, pay the applicable business license fee, maintain said business license during the term of this Agreement.

XIII. NOTICES

a. <u>Communications Relating to Day-to-Day Activities</u>

All communications relating to the day-to-day activities of the Work shall be exchanged between the Executive Director for the DDA and the Customer Relations Manager for the Contractor.

b. Official Notices

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

NOTICES TO THE DDA shall be sent to:

City of Stone Mountain Downtown Development Authority C/O DDA Director 875 Main Street Stone Mountain, GA 30083

NOTICES TO THE CONTRACTOR shall be sent to:

Crabapple LandscapExperts C/O Director of Business Development 1012 Union Center Drive Alpharetta, GA 30004 Future changes in address shall be effective only upon written notice being given by the DDA to the Contractor or by Contractor to DDA via one of the delivery methods described in this Section.

XIV. WAIVER OF AGREEMENT

No failure by the DDA to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the DDA at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the DDA's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.

XV. NO THIRD-PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

XVI. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the DDA's sovereign immunity or any individual's qualified good faith or official immunities.

XVII. FORCE MAJEURE

Neither the DDA nor Contractor shall be liable for their respective non-negligent or nonwillful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact. (Signatures on following page)

IN WITNESS WHEREOF, DDA and Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

> Crabapple Turf Management Inc. d/b/a Crabapple LandscapExperts, a domestic corporation

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

ATTEST:

[AFFIX CORPORATE SEAL]

By:

Name (printed):	
Title (printed):	

DOWNTON DEVELOPMENT AUTHORITY OF **CITY OF STONE MOUNTAIN**

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

ATTEST:

By: _____ [AFFIX SEAL] Name (printed):_____ Title (printed):_____

EXHIBIT "C"

STATE OF GEORGIA

COUNTY OF _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

	I hereby declare under penalty of perjury that the
Federal Work Authorization User Identification Number	foregoing is true and correct.
	Executed on, 2024 in (city), (state).
Date of Authorization	() // ()
Crabapple LandscapExperts Name of Contractor	Signature of Authorized Officer or Agent
Name of Project	Printed Name and Title of Authorized Officer or Agent
DOWNTON DEVELOPMENT AUTHORITY OF CITY OF STONE MOUNTAIN Name of Public Employer	SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 2024.
	Notary Public
	My Commission Expires:

[NOTARY SEAL]

EXHIBIT "D"

STATE OF GEORGIA

COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

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

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

	I hereby declare under penalty of perjury that the
Federal Work Authorization User Identification Number	foregoing is true and correct.
	Executed on, 2024 in
	(city), (state).
Date of Authorization	
	Signature of Authorized Officer or Agent
Name of Subcontractor	
	Printed Name and Title of Authorized Officer or
Name of Project	Agent
DOWNTOWN DEVELOPMENT	SUBSCRIBED AND SWORN BEFORE ME ON
AUTHORITY OF CITY OF STONE	THIS THE DAY OF, 2024.
MOUNTAIN	
Name of Public Employer	
	Notary Public
	My Commission Expires:

[NOTARY SEAL]

Section . Item #6.



The Downtown Development Authority (DDA) of City of Stone Mountain is inviting qualified landscaping contractors to submit quotes for landscaping services along the corridor from 875 Main Street to 1025 Silver Hill Rd. The scope of work encompasses turf and bed maintenance, tree, shrub, and groundcover maintenance, as well as general site maintenance.

<u>TIMELINE</u>

- February 27, 2024 RFP Release Date
- March 15, 2024 Deadline for Questions / March 20, 2024 Responses to Questions
- March 22, 2024 Proposal Submission Deadline (All bids must be received by 4:30pm, on 03/22/2024. The City of Stone Mountain's DDA reserves the right to request modifications to submitted proposals during the bidding period and may extend the bidding period accordingly to provide adequate time for re-submission).
- April 8, 2024 Interviews/Presentations
- April 10, 2024 Contract Award Notification
- April 22, 2024 Contract Signing
- Work Commencement (usually immediately after contract signing or as specified in the contract)

SUBMISSION REQUIREMENTS

Interested parties are encouraged to review the detailed requirements. All Proposals and requested information (questions) shall only be submitted in writing (email) to Miglena Dimov, Economic Development Director at <u>mdimov@stonemountaincity.org</u>. (All responses to questions will be distributed as an attachment to this RFP for Landscaping Maintenance Services).

CONFIDENTIALITY

All documents related to the project shall be confidential until successful completion of a written contract with the City of Stone Mountain's DDA.



Since this is a public solicitation, the names of responding bidders, ranking and price information shall be made public after evaluation, award of proposal and/or signing of a definitive agreement with the selected landscaping maintenance company.

The City of Stone Mountain and the DDA will not be liable or responsible for any losses Prosper may suffer from any disclosure.

INSTRUCTIONS TO PROPOSERS

The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum (email) is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same, however, it shall be the responsibility of each proposer before submitting their proposal to contact the Downtown Development Authority at mdimov@stonemountaincity.org to determine if any addenda were issued and to make sure such addenda is a part of their proposal. Each proposer shall acknowledge in its proposal all addenda received.

Business License/Occupational Tax License:

The proposer shall provide appropriate proof of an Occupational Tax License.

Legal Name:

Proposals shall indicate the legal name, address, and telephone number of the respective proposer (Company, Firm, Partnership, or Individual.) Proposals shall be signed above the typed or printed name and title of the signer.

Proposal Expenses:

All expenses for making proposals to the City of Stone Mountain's DDA should be covert by the proposer.

Reserved Rights:

The City and the City of Stone Mountain's DDA reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City/DDA or to request a re-proposal. The City/DDA reserves the right to



accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City/DDA. Any proposal may be withdrawn and resubmitted before the proposal deadline.

Contract Forms:

Any agreement resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, typed in words and numerical, the price for which he shall perform the work or supply the items required by the specifications, plans, and contract documents.

Insurance, Indemnification, And Liability:

The contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance for Worker's Compensation and Comprehensive General Liability. The contractor also agrees to add the City's DDA as a certificate holder to the insurance policy.

SCOPE OF PROJECT

Turf And Bed Maintenance:

- a) All plant beds shall be kept defined to project a clear definition between turf and shrub bed or tree well areas.
- b) Turf fertilization shall be conducted four times per growing season utilizing proper formulations and rates of fertilizer specified according to soil analysis in order to maintain healthy vigorous turf.
- c) Pre-emergence herbicide applications shall be made quarterly during the year to prevent turf weed infestation in turf areas.
- d) Post emergence herbicide shall be applied to all turf locations during the growing season to control most weed escapes. Control of warm season grass intrusion in cool season turf.
- e) Insecticides can be applied as needed on turf areas to control non beneficial insect pests.
- f) Blowing of all clippings and debris from sidewalks, walkways, curbs, recreational areas, and parking lots shall be conducted during each visit.



Tree, Shrub, And Groundcover Maintenance:

- a) Trash and debris shall be removed from landscape areas during each service visit prior to mowing turf areas.
- b) Maintenance pruning of ornamental shrubs (up to 12" in height) and ground covers and the removal of any dead branches shall be conducted at least four times per year or as required to insure a neatly shaped appearance.
- c) All pruning debris shall be removed immediately following the completion of any pruning operations. Partially dead shrubs shall be pruned to remove deadwood portions.
- d) Perennials shall be cut back in the winter. The removal of any spent blooms, flower stalks and drying foliage shall be performed as needed.
- e) Manual removal of any weeds over 4" in height shall be provided.
- f) Post emergence herbicides shall be carefully utilized as spot treatments in shrub beds during the growing season for control of emerging weed growth.
- g) Metal blade edging of all shrub bed or tree well edges shall be performed once monthly.
- h) All small ornamental trees (less than 12') shall be trimmed to encourage good growth habits.
- i) Broken or fallen tree branches shall be removed from the property during each weekly visit.
- j) Fallen leaves shall be removed weekly from the property during late autumn and early winter (October December). All debris collected on site shall be removed and recycled into wood waste products or recycled on site.
- k) Frequency of Mowing: The contractor shall specify the frequency of mowing visits required to maintain the grounds in a pristine condition throughout the duration of the contract. This should consider seasonal variations in grass growth.
- Mowing Height: The contractor should establish and adhere to appropriate mowing heights based on the type of grass and prevailing weather conditions to promote healthy turf.
- m) Edging along sidewalks, driveways, flower beds, and other landscaped areas should be performed regularly to maintain a neat and polished appearance.
- n) Trimming around obstacles such as trees, shrubs, fences, and structures should be conducted as needed to ensure a uniform and manicured look.

Cemetery:

Maintenance tasks performed will include all the above.



Irrigation:

Hand watering: All sites specified for tree care and flower care shall be hand-watered using watering devices that are not in place or provided by the city. Watering shall occur every week unless natural rainfall adequately maintains soil moisture. It is the contractor's responsibility to communicate the watering schedule with the City's Public Works Department and DDA throughout the watering season.

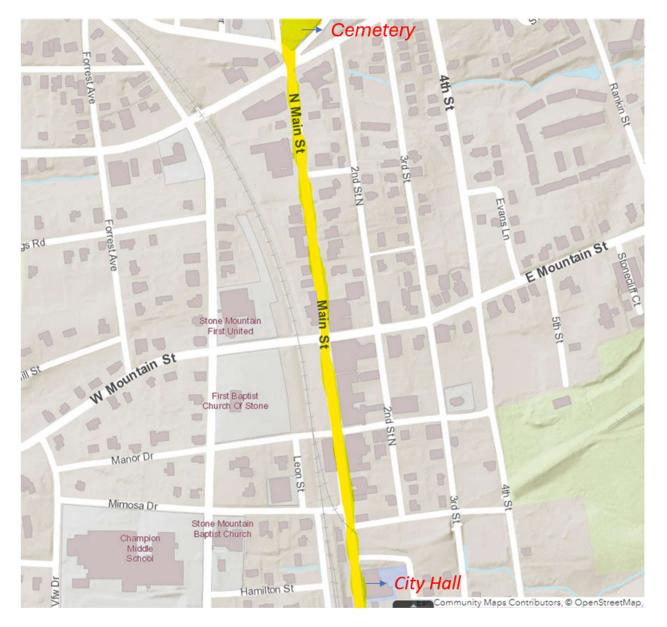
Seasonal Flower Planting:

- a) The cost of seasonal flowers and pots (two additional ones) shall be included in the bid proposal and specified separately for transparency in pots located in designated areas.
- b) The contractor shall plant seasonal flowers in designated areas during the spring and fall seasons. Seasonal flowers should be selected for their aesthetic appeal, durability, and suitability to local growing conditions.
- c) The contractor shall add 150 perennials to the designated ground beds as specified by the client.
- d) Planting locations shall include but are not limited to flower beds, borders, and other landscaped areas as determined by the client.
- e) The contractor shall ensure that seasonal flowers are planted at appropriate depths and spacing to promote healthy growth and optimal visual impact.
- f) Regular deadheading, pruning, and fertilization shall be performed to maintain the health and vigor of seasonal flowers throughout their growth cycle.
- g) The contractor shall coordinate with the client or their designated representative to select appropriate seasonal flower varieties based on color schemes, bloom times, and other preferences.
- h) In addition to planting in-ground beds, the contractor shall provide and plant seasonal flowers.
- i) The contractor shall ensure proper drainage and soil composition in potted arrangements to support healthy plant growth and prevent waterlogging or soil compaction.
- j) All plants shall be selected based on their suitability to local growing conditions, maintenance requirements, and visual appeal.

Proposers that are interested in participating in the RFP process, can schedule a tour with a city representative by sending an email to <u>mdimov@stonemountaincity.org</u>. All tours (in person visits) should be completed by March 20, 2024.



Supporting Map / Scope of Project:



City Hall address:

City of Stone Mountain 875 Main St, Stone Mountain, GA 30083 770-498-8984

Section . Item #6.



CITY OF STONE MOUNTAIN DOWNTOWN DEVELOPMENT AUTHORITY LANDSCAPE MAINTENANCE SERVICES



PENELOPE HILLIARD DIRECTOR OF BUSINESS DEVELOPMENT PENELOPE.HILLIARD@CRABAPPLE.COM

> 678-595-7446 03/22/2 40 4 REVISED 06/07/2024



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Section 5: Supplemental Documents (Company Certifications/Licenses, Insurance COI, W9)

Section . Item #6.



Section 1

Company Background Service Expertise Equipment Financial Stability Staffing

Section . Item #6.





BILL COLEMAN OWNER

CRABAPPLE NORTH BRANCH 1012 UNION CENTER DRIVE ALPHARETTA, GA 30004 770-740-9739 OFFICE 678-297-0399 FAX

CRABAPPLE SOUTH BRANCH 5933 MABLETON PKWY SW MABLETON, GA 30126 770-740-9739 OFFICE 678-297-0399 FAX

CRABAPPLE SALES & MARKETING 72 MARIETTA STREET ALPHARETTA, GA 30004 770-740-9739 OFFICE 678-297-0399 FAX



Crabapple LandscapExperts was founded 30 years ago by Georgia native, Bill Coleman. Originally a garden center in the early 70's, Coleman bought Crabapple in 1992 and targeted commercial efforts toward Community Associations. Crabapple's excellence in Master Maintained Communities became the cornerstone for the Crabapple Brand. Over the last 15 years, Coleman fostered this growth and successfully expanded the commercial maintenance portfolio into sectors including Class-A Office parks, retail/mixed-use developments, Municipalities, Parks and Recreation, and Senior Living Communities.

Crabapple is among the top 10 largest landscape companies in Georgia, but what sets us apart is that we are locally owned and operated. Our owner and leadership team ride properties daily and work alongside our operations teams to ensure consistent weekly service excellence.

Enclosed you will find additional information regarding our company, Leadership Team and our Means and Methods.

Our team looks forward to our partnership with City of Stone Mountain Downtown Development Authority.

Sincerely,

Penelope Morgan Hilliard

Penelope M Hilliard Director of Business Development

Crabapple LandscapExperts 1012 Union Center Drive Alpharetta, Georgia 30004 770-740-9739 - Office 678-595-7446 - Cell Penelope.Hilliard@crabapple.com





COMPANY PROFILE



TWO BRANCHES

CRABAPPLE NORTH BRANCH 1012 UNION CENTER DR ALPHARETTA, GA 30004 770-740-9730 OFFICE 678-297-0399 FAX

CRABAPPLE

SOUTH BRANCH 1850 DICKERSON DRIVE MABLETON, GA 30126 770-740-9739 OFFICE 678-297-0399 FAX Crabapple dates back to the early 1970's when we started as a plant nursery, tree farm and garden center in the Crabapple area which is how the company originally got its name. Crabapple has been servicing the Atlanta area under the current ownership since 1992. William Coleman purchased the company in 1992 and has steadily grown Crabapple to become the premier landscape management firm in town. Wise business decisions have allowed Crabapple to grow each year and we're now the 5th largest locally owned landscape company in town. Crabapple, however, does not feel that size or market share is what makes the company successful - our company culture is that of giving each customer the attention and personal touch that they require without having to be impeded by a corporate bureaucracy.

As a full service landscape company, Crabapple has focused solely on landscape maintenance and enhancement projects throughout the south. Crabapple became a predominant choice for landscape maintenance for homeowner associations, townhomes, and multifamily housing communities; all areas we are still strong in today. In addition to these markets, the company continues to work with a diversified customer base to include commercial, retail and industrial.

Our service region spans from Cartersville to Newnan and from Covington to Dallas. We cover the entire Metro-Atlanta area. As a full-service landscape management company our services include regular maintenance, lawn care, irrigation, design, installation, pine straw and hardwood mulch installation, seasonal color, and all other landscape functions.

Crabapple Turf Management, Inc has a full in-house accounting department consisting of five full-time employees. Monthly invoices for our 500 clients are sent out via email on the 28th on each month for the following month services. Clients may pay by Credit Card, ACH or check. Payments are posted within 24 hours of receipt. Follow up correspondence on open invoices or past due accounts occur each Wednesday and Friday.

COMPANY INFORMATION



MAINTENANCE	For 30 years, Crabapple has specialized in all aspects of commercial landscape maintenance. Crabapple currently operates two branch offices, servicing the entire Metropolitan Area of Georgia.								
LAWN CARE	 Lawn Care Design/ Enhancements Floriculture Irrigation 								
FLORICULTURE	Iandscape maintenance. Crabapple currently operates two branch offices, servicing the entire Metropolitan Area of Georgia. LAWN CARE Lawn Care Design/ Enhancements Floriculture Irrigation Crabapple provides full service landscape management services that include: Landscape Management Landscape Maintenance Landscape Design Irrigation & Water Conservation Drainage and Erosion Control Plant Healthcare Turd Management Hardscape Installation Seasonal Color IRRIGATION On average, Crabapple has 235 full time employees depending on the season, 340 full time employees during the growing season. We utilize e-verify to ensure that all Crabapple employees may legally work in the United States. We also require that all applicants to pass a drug screen prior to employment. All feam members are uniformed, all production vehicles are logoed, and appropriate safety equipment is used. Production members also are through training for the io by the they must conserve to an entropy the singificant training for the io by the season being training the ion by the season being the ion by the season by the season of the season and the united states. We also require that all appropriate safety equipment is used. Production members also are through the singificant training for the ion by the season that all production vehicles are logoed, and appropriate safety equipment training for the ion by the season the singificant training for the ion by the season by the season by the productio								
DESIGN/BUILD	 Landscape Design Irrigation & Water Conservation Drainage and Erosion Control Plant Healthcare Turf Management Hardscape Installation 								
FLORICULTURE services that include: Landscape Management Landscape Maintenance Landscape Design Irigation & Water Conservation DESIGN/BUILD Plant Healthcare IRRIGATION On average, Crabapple has 235 full time employees depending on the season, 340 full time employees during the growing season. We utilize e-verify to ensure that all Crabapple employees may legally work in the United States. We also require that all applicants to pass a drug screen prior to employment. All team members are uniformed, all production vehicles are logoed, and appropriate safety equipment is used. Production members also go through significant training for the job skills they must possess to correctly produce your property.									
	Currently, Crabapple services an average of 500 properties and								
	CRABAPPLE SERVICES								

Section . Item #6.





MAINTENANCE



As a locally owned and operated company we have a strong commitment to providing high-quality service to customers in the metro Atlanta area. Our focus on the local market allows us to leverage operational expertise and respond to customer needs in a timely manner. The fact that 95% of our work is completed LAWN CARE in-house gives us a high level of control over processes and schedules, which contributes to greater efficiency and consistency in service delivery. Having a local focus can offer several advantages, including a deep understanding of the community and its specific needs, as well as the ability to build strong relationships with local customers. By keeping operations in-house, we have greater control over the quality of your work and can maintain a hands-FLORICULTURE on approach to managing projects. This approach leads to increased customer satisfaction and loyalty, as customers often appreciate the personalized and responsive service that comes with dealing with a locally focused business. It also allows us to adapt quickly to changes in the local market and stay attuned to the unique challenges and opportunities in the metro Atlanta area. DESIGN/BUILD This localized approach offers several advantages for our customers: **Community Connection**: Being rooted in the local community allows us to build strong connections with residents and businesses in metro Atlanta. This local presence can contribute to a sense of trust and reliability among customers. **Operational Expertise:** Our emphasis on operational expertise indicates a RRIGATION commitment to efficiency and excellence. By honing in on the specific needs and nuances of the metro Atlanta market, we can tailor your services to meet local demands effectively. Timely Service: A focus on the local market enables us to respond quickly to customer needs. Timely service is often a key factor in customer satisfaction, and STORMWATER our ability to operate within the metro Atlanta area contributes to our agility in meeting deadlines. Quality Control: Completing 95% of our work in-house provides a high level of control over the quality of services. This control translates into consistent and reliable service.

With over 30 years of dedicated experience, Crabapple has continually refined and perfected our best practices, safety standards, customer service, and company culture. This extensive timeframe has allowed us to gain a deep understanding of

the unique needs associated with high-profile properties and public spaces. Our

commitment to excellence is evident in every aspect of our operations.





MAINTENANCE	1 st Quarter Operations									
	January									
	Begin winter cutbacks on Roses, Ornamental Grasses, perennials & groundcovers rotating by Sections									
LAWN CARE	 Blowing of All Paved Areas and Debris Removal Final Leaf Removal Turf post and pre-emergent herbicides Continue Raising Limbs for Clearance of sidewalks, driveways as neede Seasonal Color Maintenance Post-emergence Weed Control as Needed in Beds 									
FLORICULTURE	February									
DESIGN/BUILD	 Post-emergence Weed Control as Needed in Beds Continue with all Winter cutbacks (roses, crapes, liriope, perennials, etc) Blowing of All Paved Areas and Debris Removal Continue Turf Lowering in sections (Bermuda and Zoysia ONLY) Turf post and pre-emergent herbicides Crape Myrtle Pruning in sections Seasonal Color Maintenance 									
LAWN CARE	March									
IRRIGATION	 Post-emergence Weed Control as Needed in Beds Blowing of All Paved Areas and Debris Removal Complete Turf Lowering in sections (Bermuda and Zoysia ONLY) Turf post and pre-emergent herbicides Complete all Winter cutbacks (roses, liriope, perennials, etc) Complete crape myrtle pruning in sections as needed 									
STORMWATER	 Prepare ALL edging (hard and soft lines) for Spring Service Call to turf areas for the control of weeds and poa (if necessary) Irrigation system start - up 									





Sample Production Plan

2nd Quarter Operations

MAINTENANCE April Blowing of All Paved Areas and Debris Removal Shrub fertilization (if not completed in March) Continue Raising Limbs for Clearance of sidewalks, driveways as needed • LAWN CARE Seasonal Color Installation • Sectional turf mowing on property Sectional edging of hard lines and bed lines • Post emergent herbicide to all turf areas, if necessary Irrigation system monitoring FLORICULTURE May Blowing of All Paved Areas and Debris Removal Turf mowing, edging and weedeating Bed post emergent herbicides applied weekly **Execute Pruning Plans** • DESIGN/BUILD Seasonal Color-maintenance begins Continue applications of post emergent herbicide (nutsedge) to all turf • areas Irrigation system monitoring June RRIGATION • Blowing of All Paved Areas and Debris Removal • Turf mowing, edging and weedeating • Seasonal Color– maintenance continues • Post emergent herbicide to turf, as necessary STORMWATER Execute Pruning Plans Irrigation system monitoring



MAINTENANCE



Sample Production Plan

3rd Quarter Operations

July • Blowing of All Paved Areas and Debris Removal • Weekly mowing of all turf areas Sectional edging of hard lines and bed lines (alternates weekly) • LAWN CARE Post emergent herbicide to all turf areas, if necessary • Post emergent weed control in bed areas ٠ • Irrigation system monitoring • Rotational pruning per the Pruning Zone Map Seasonal Color maintenance continues • August FLORICULTURE • Blowing of All Paved Areas and Debris Removal Weekly mowing of all turf areas Sectional edging of hard lines and bed lines (alternates weekly) • ٠ Post emergent herbicide to all turf areas, if necessary • Post emergent weed control in bed areas DESIGN/BUILD Irrigation system monitoring Rotational pruning per the Pruning Zone Map ٠ Seasonal Color maintenance continues • September RRIGATION Blowing of All Paved Areas and Debris Removal Weekly mowing of all turf areas • Sectional edging of hard lines and bed lines (alternates weekly) ٠ Post emergent herbicide to all turf areas, if necessary ٠ Post emergent weed control in bed areas Irrigation system monitoring STORMWATER Rotational pruning per the Pruning Zone Map • Seasonal Color maintenance continues





	Sample Production Plan									
MAINTENANCE	4th Quarter Operations									
LAWN CARE	 October Blowing of All Paved Areas and Debris Removal Begin Leaf Cleanup process Sectional edging of hard lines and bed lines (alternates weekly) Post emergent herbicide to all turf areas, if necessary Post emergent weed control in bed areas Irrigation system monitoring Complete the rotational pruning per the Pruning Zone Map Seasonal Color installs 									
FLORICULTURE	November									
Design/Build	 Blowing of All Paved Areas and Debris Removal Turf pre emergent and post emergent application Continue leaf removal process Begin cutting back perennials (after the first frost) Post emergent weed control in bed areas Begin shutdowns of Irrigation Systems Seasonal Color maintenance Irrigation system monitoring 									
IRRIGATION	 December Blowing of All Paved Areas and Debris Removal Continue leaf removal process Continue cutting back perennials Post emergent weed control in bed areas Irrigation System Shutdown Seasonal Color maintenance continues 									



EQUIPMENT

- ✓ 3 Company Owned Operation Facilities
- ✓ 50 Maintenance Crew Trucks
- ✓ 697 Inventoried pieces of mechanical equipment (Made up of various sizes of mowers, blowers, weed eaters, edgers, leaf vacs, etc.
- ✓ 4 Dump Trucks
- ✓ 6 Bobcats
- ✓ 6 Designated Lawn Care Trucks
- ✓ 6 Seasonal Color Crew Trucks
- ✓ 4 Irrigation Trucks
- ✓ 68 Company Vehicles for CRM/OM/ Leadership
- Approx 6 Million of total vehicle assets

MAINTENANCE SCHEDULE

- ✓ 5 Full Time Mechanics on Staff
- ✓ Strict Preventative Maintenance Schedule
- ✓ Mower Blades Sharpened Regularly
- ✓ Tire Pressure Checked Daily
- ✓ Oil Levels Checked Daily

EQUIPMENT & MAINTENANCE

2:56 PM 03/14/24 Accrual Basis

Crabapple Turf Management Balance Sheet As of December 31, 2023

	Dec 31, 23
ASSETS Current Assets Checking/Savings	129,526.12
Accounts Receivable 120 · Accounts Receivable	2,047,459.61
Total Accounts Receivable	2,047,459.61
Other Current Assets	1,773,761.13
Total Current Assets	3,950,746.86
Fixed Assets 200 · North Branch, Alpharetta 201 · Leasehold Improvements	459,593.41 191,657.81
203 · Vehicles	5,958,485.15
204 · Equipment	690,195.11
205 · Furniture and Fixtures 206 · Office Equipment 207 · Field Equipment	95,461.52 148,340.81 837,027.03
209 · Machinery & Equipment 210 · Computers 231 · Accumulated Depreciation	123,899.87 159,606.35 -2,910,787.44
Total Fixed Assets	5,753,479.62
Other Assets	1,120,960.76
TOTAL ASSETS	10,825,187.24
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable	700 000 00
255 · Accounts Payable	736,333.66
Total Accounts Payable	736,333.66

Page 1

2:56 PM 03/14/24 Accrual Basis	Crabapple Turf Management Balance Sheet As of December 31, 2023				
	Credit Cards	Dec 31, 23			
	280 · Credit Accounts	121,606.09			
	Total Credit Cards	121,606.09			
	Other Current Liabilities	2,876,184.11			

3,734,123.86

3,734,123.86

7,091,063.38

10,825,187.24

Total Current Liabilities

TOTAL LIABILITIES & EQUITY

Total Liabilities

Equity

Page 2

2:50 PM 03/14/24 Accrual Basis

Crabapple Turf Management Profit & Loss January through December 2023

	Jan - Dec 23
Ordinary Income/Expense Income	
600 • Maintenance Division - Sales	15,639,272.86
601 · Enhancement Division (ENH)	13,172,669.55
Total Income	28,811,942.41
Cost of Goods Sold	13,662,400.64
Gross Profit	15,149,541.77
Expense 619 · Indirect Expenses	9,140,086.48
700 · General and Administrative Exp	4,838,157.53
Total Expense	13,978,244.01
Net Ordinary Income	1,171,297.76
Other Income/Expense Other Income	
811 · Interest Income	369.88
Total Other Income	369.88
Other Expense 740 · Depreciation 900 · Gain or Loss on Asset Disposa	758,859.53 -25.060.47
•	
Total Other Expense	733,799.06
Net Other Income	-733,429.18
Net Income	437,868.58

Page 1







BILL COLEMAN, CEO

Crabapple LandscapExperts was founded 31 years ago by Georgia native, Bill Coleman. Originating as a plant nursery and garden center in the early 70s, Coleman bought Crabapple in 1992 and targeted commercial efforts toward Community Associations. Crabapple's consistent excellence in Commercial HOA Landscape maintenance became the cornerstone for the Crabapple Brand. fostered this growth and successfully expanded commercial maintenance focus into business parks, mixed-use developments, Parks and Rec, hospital campuses, and industrial parks. Over this 31-year run, Coleman has retained top industry managers. Coleman's dedication to the well-being of his employees has resulted in a cohesive team committed to customer service excellence. Consistency and accountability have been the formula to Crabapple's success.

JAY PRANGE, CFO

In 2016, Jay became a member of the Crabapple Leadership Team. He holds degrees in Industrial Engineering and a Master's Degree in Science and Industrial Engineering with a focus on logistics from Georgia Technical Institute. Additionally, he earned an MBA in Finance from Georgia State University. As the Chief Financial Officer (CFO), Jay is responsible for overseeing Crabapple's financial systems, processes, and operational efficiency. He is in charge of planning, implementing, managing, and controlling all financial-related activities within the company. This includes accounting, finance, forecasting, strategic planning, job costing, legal matters, property management, and deal analysis and negotiations.

TIM BREWSTER, VP OPERATIONS

Tim has been with The Crabapple Team for 21 years and brings 32 years Landscape Industry expertise to Crabapple. Tim works alongside company leadership to oversee the day-to-day company operations. Tim's responsibilities extend from operations strategy to managing Crabapple's budgeting processes.

JOSH LAWSON, VP OF BUSINESS DEVELOPMENT

Josh was born and raised in Maryland, Josh moved to Atlanta 8 years ago and has a BA in Horticulture from Cecil College from North East Maryland. Josh has been in the green industry and has quickly navigated his way to top management with his superb technical and sales development understanding of the landscape industry. Josh is responsible for setting company sales targets and marketing goals. He develops production and sales goals, secures new contracts, and oversees the sales team.

BENJAMIN HARINGA, VP OF ENHANCEMENTS

Ben attended The Stockbridge School of Agriculture for Turfgrass Management and The University of Massachusetts for his Bachelor's in plant and soil science. Ben brings over 19 years of landscape construction experience to Crabapple. Ben was the Sr. Operations Manager for Landscape Creations of Rhode Island and has a deep understanding of the construction process. Ben has overseen approximately highly technical hardscape installation projects, exceeding \$45M in total project value over a year.

DAVID KONRAD, DIRECTOR OF OPERATIONS, NORTH

David brings over 25 years of combined operations and customer management expertise to The Crabapple Team. David is in the field daily with Operations Managers, CRMs, Business Development and Crew members. David's job versatility and experience in production, operations and management are a great asset to Crabapple's Leadership Team.

CARLOS GARCIA, DIRECTOR OF OPERATIONS, SOUTH

Carlos attended Chattahoochee Tech where he studied Horticulture Management, a program accredited by the National Association of Landscape Professionals (NALP). He works with Operations Managers and The CRM Team to oversee the to day detailed operations of Crabapple's South Branch. He brings 14 years of experience in the Green Industry.



OUR TEAM











PENELOPE HILLIARD, DIRECTOR OF BUSINESS DEVELOPMENT

Penelope joined The Crabapple Team in 2020 and brings with her over 16-years of community association industry and customer service experience. As the Business Development Director, Penelope leads our business development team to strengthen existing and develop new relationships with the communities that we serve. With a background in Community Association Management, Penelope knows first-hand how hectic it can be for Managers and Board Members and her goal is to make their job easier.

BOND MORGAN, DIRECTOR OF CUSTOMER RELATIONS

Bond brings 30 years of Green Industry expertise to Crabapple. Bond received a BA in Management from GA State in 1986. In his role, Bond is the pivot for all landscape related issues: irrigation, maintenance, property walks, punch lists, scheduling and design/build proposals are generated by him to the necessary departments. Bond partners with Operations and is the single communicator for all landscape related items. Bond's strengths and experience is in the management of mastermaintained community associations, retail/mixed use communities and Senior Living Communities. He has demonstrated a track record of superb leadership, teamwork, and customer service for his 18 years with Crabapple. Bond is well-known in the green Industry as one of Atlanta's top Account Managers.

STEVE THOMPSON, DIRECTOR OF FLEET MANAGEMENT

Steve, a resident of Roswell, Georgia, has been a part of Crabapple for 31 years. His extensive knowledge of horticulture and management skills in the industry has allowed him to establish and maintain a solid network of partnerships in the green industry.

At Crabapple, Steve oversees the fleet department of over 160 commercial vehicles. These vehicles are utilized for various purposes in maintenance, enhancements, irrigation, and flower departments across Crabapple's north, south, and west branches. In addition to managing the fleet department, Steve also supervises the maintenance of heavy machinery used in enhancements, including skid steers, excavators, forklifts, backhoes, and Crabapple's landscape maintenance machinery.

Steve's long tenure at Crabapple, with his excellent communication skills and dedication to his team, has been instrumental in his efficient management of operations and developing strong relationships with drivers and colleagues

BRANDI ETHRIDGE, FLORICULTURE MANAGER

Brandi earned a BSA in Horticulture from University of Georgia and brings 13 years Floriculture experience to Crabapple. Brandi is accountable for overseeing Crabapple's Floriculture Dept - South Branch -which serves over 200 properties. Brandi is accountable for organizing, designing, and managing spring and fall flower displays. Brandi began her career as a floriculture grounds person where she maintained high- profile private estates including The Arthur Blank residence (Owner of Home Depot) and The John Williams residence (Founder of Post Apartments). Brandi has also worked for a few of Atlanta's most well-known Nursery chains. Brandi's technical plant knowledge combined with her experience in design make Brandi a valued member of the Crabapple Team.

BRETT THOMAS, LAWN CARE MANAGER

Brett earned his Horticulture Degree from Iowa State University with an emphasis on Turfgrass Management and brings over 20-years Green Industry experience to Crabapple. In his landscaping career, 12 years was dedicated to golf course maintenance in which he oversaw the continued health of greens, fairways, tees, collars, approaches, intermediate rough, primary rough. Brett's lawncare acumen extends to managing Crabapple's 6 Lawncare Teams. Brett equips his crews with horticulture knowledge and provides them with regular training. Brett is depend and professional and performing high-quality work remains Brett's top priority.

Staff Resumes





Bond Morgan Director of Customer Relations Years in Green Industry: 30 Years

Bond received a BA in Management from GA State in 1986. In his role, Bond is the pivot for all landscape related issues: irrigation, maintenance, property walks, punch lists, scheduling and design/build proposals are generated by him to the necessary departments. Bond partners with Operations and is the single communicator for all landscape related items. Bond's strengths and experience is in the management of master-maintained community associations, retail/mixed use communities and Senior Living Communities. He has demonstrated a track record of superb leadership, teamwork, and customer service for his 18 years with Crabapple. Bond is well-known in the green Industry as one of Atlanta's top Account Managers.

Availability: In his role as Senior CRM, Bond is in the field daily and on property once per week. CRMs know that property needs fluctuate, and CRMs are flexible and able to meet the customer should the need arise. All maintenance issues are recorded on-stie through Site Audit Pro and submitted electronically to operations. Communication to operations and documentation are imperative for team accountability.

Length of Experience: Bond has been in the CRM role for 14 years. 4 years ago, Bond was given the honorary title of Senior CRM as it recognizes his excellence in leadership, customer service and client retention. In addition to excellence in his role, Bond is one of the reasons for Crabapple's awesome work culture and he takes the time for important team building activities all throughout the year. Crabapple's strong team culture is why our system of accountability to one another is a winning formula for a property's success.

CTP - Certified Turfgrass Professional, UGA

Staff Resumes





Beau Rasnick Customer Relations Manager Years in Green Industry: 25 Years

Beau grew up in the northeast Tennessee town of Kingsport. He is a graduate of The University of Tennessee with a Bachelors Degree in Ornamental Horticulture, Landscape Design and Turf Management. Beau has been working in the green industry for 25 years. In his role, Beau oversees and identifies property issues and proposes property improvement and enhancement solutions.

In his spare time, Beau loves to golf, snowboard, and travel and has been a competitive runner for most of his life and is a member of the Atlanta Track Club Masters team. When he's not out there running fast or playing in the snow, he can be found cheering on his Tennessee Volunteers! Rocky Top!

Availability: In his role as property CRM, Beau is in the field daily and on property once per week. CRMs know that property needs fluctuate, and CRMs are flexible and able to meet the customer should the need arise. All maintenance issues are recorded on-site through Site Audit Pro and submitted electronically to operations. communication to operations and documentation are imperative for team accountability.

Length of Experience: Beau has been in the green industry for 25 years. Beau's customer service and client retention are just a couple of his strengths. In addition to excellence in his role, Beau is one of the reasons for Crabapple's awesome work culture, as he takes the time for important team building activities all throughout the year. Crabapple's strong team culture is why our system of accountability to one another is a winning formula for a property's success.

Staff Resumes







Carlos Garcia Director of Operations Years in Green Industry: 14 Years

A native of Santa Ana California, Carlos brings 14 years of operations management experience to the Crabapple Team. Carlos has a deep understanding of the maintenance process and has played a key role in managing large complex landscape properties as well as fostering excellence in his team members. Carlos's hands-on experience in the field in both maintenance and irrigation make him an asset to the Crabapple Team.

Carlos attended Chattahoochee Tech where he studied Horticulture Management, a program accredited by the National Association of LandscapeProfessionals (NALP). He works with Operations Managers and The CRM Team to oversee the day-to-day detailed operations of Crabapple's South Branch.

In his spare time, Carlos enjoys spending time playing football with his son, helping his daughter with her soccer skills and helping his wife with her cake business!

Availability: As Director of Operations, Carlos oversees the Operations Managers who oversee the operation of the crew in the effective maintenance tasks on property. The OM spends his day overseeing the maintenance of his properties.

Length of Experience: Carlos has been in the Green Industry for 14 years. Like most Operations Managers, he has the knowledge of the green industry and how to produce a property efficiently. He has a great ability to lead his team to success. Carlo's combined positive attitude, team spirit, and respect for his team lead them to do well in their work, communicating and being accountable to themselves and him. Carlos is defined by his authenticity, and it shows in his friendships, leadership and success in his job.



METHODS AND MEANS

LABOR RESOURCES







NSTALLER AFFIDAVIT

On average, Crabapple has 235 full time employees depending on the season, 340 full time employees during the growing season. We utilize e-verify to ensure that all Crabapple employees may legally work in the United States. We also require that all applicants to pass a drug screen prior to employment. All team members are uniformed, all production vehicles are logoed, and appropriate safety equipment is used. Production members also go through significant training for the job skills they must possess to correctly produce your property.

Crabapple's Marketing team works in collaboration with our Recruiting and Leadership teams to design and implement strategic advertising, social media and marketing campaigns for recruiting purposes.

• Recruiting Bulletin Board:

Identify areas where our current employees live and heavily market in those communities. Craapple provides transportation to and from work for laborers with no transportation.

Crabapple Vida Facebook Page:

We designed a dedicated Facebook Page where we feature ourcrews. Crew Videos on property, team building meetings. Crabapple Vida focuses on life, community, family, and local events.





Crabapple Vida @CrabappleLandscape - Landscape Company

/ Edit Follow



METHODS AND MEANS



Jay Prange CFO

LABOR RESOURCES H-2B PROGRAM

The H-2B program is a government partnership with that provides temporary visas to landscape workers from outside the USA. This supplements Crabapple's existing crews from April to Late November and provides a supplemental increase of 40 - 75 workers for the heavy landscaping season. (Roughly 25% of our summer maintenance workers)

The H2B program is awarded by lottery and Crabapple is aggressive in its lobbying efforts and has been awarded this program for the last 4 years.

Crabapple's CFO Jay Prange - Spearheads Crabapple's H-2B initiative every year and heads to Washington to lobby for the much needed H2B workers and fair distribution of this supplemental labor force. H-2B Training - Crabapple Maintenance crews are managed by an Operations Manager. The Crabapple Operations Manager is responsible for training all non H2B & H2Bs. "Training and developing foreman and team members" is in the Operations Manager's job description. The H2B's training begins as soon as they arrive.

The Equipment Rodeo, as it's called, is how we train each employee on the equipment used in the maintenance department. The Rodeo is made up of several stations (one station per piece of equipment). A different Operation Manager is in charge of each station. The H2Bs are put into small groups. These groups rotate from station to station giving each person an opportunity to handle said piece of equipment while under the direct supervision of the Operations Manager. This hands on approach is a great introduction to all the equipment.

Once the H2Bs are assigned to a truck and go out into the field, the Operation Manager's & Foreman's (of each crew) sole responsibility is training. Proper use of the equipment & safety tactics are taught/ enforced on a daily basis. We also hold weekly safety tailgates. Every Thursday morning before the crews leave the shop, each Operation Manager discusses a different safety topic with their team.



Section 2

References

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Reference 1: Project: City of Alpharetta, Parks and Recreation Date Services Provided: January 2019 - Current Contact/Title: Eric Milley, Parks Manager Phone: 678-347-5322 Email: emilley@alpharetta.ga.us Description: Landscape Maintenance: 12 Parks The Alpha Loop Trail System The City of Alpharetta Town Center 100 City-Scape Pots, Urns, and Containers

<u>Flower Maintenance:</u> Water, Prune, Flower Replacement, and Fertilization

<u>On-Call Maintenance Services:</u> Lawncare Irrigation Repairs

<u>On-Call Construction Service:</u> Equestrian Horse Park Retaining Wall Tree Installation of 30 Street Trees Downtown Alpharetta Permeable Paver Repair and Installation – Main Street Park- Valet Wall Installation – Main Street Park at the Hamilton Hotel Innovation Academy: Irrigation Rejuvenation

REFERENCES





Reference 2:

Project: Ponce City Market Date Services Provided: January 2022 - Current Contact/Title: Lee Higgins, Operations Manager Phone: 404-835-8190 Email: lee.higgins@jamestownLP.com Description: Daily On-Site Operations Team **Full Maintenance Services** Daily Maintenance of Perennial Gardens Maintain Atlanta Beltline **On-Call Enhancement Services On-Call Irrigation Services**

Reference 3:

Project: The Works ATL Date Services Provided: September 2023 - Current Contact/Title: Melissa Clark, Property Manager Phone: 678-974-8523 Email: mclark@seligenterprises.com Description: Daily On-Site Operations Team Full Maintenance Service **On-Call Enhancement Services On-Call Irrigation Services**

Reference 4:

Project: Outlet Shoppes of Atlanta Date Services Provided: April 2016 - Current Contact/Title: Todd Rumptz, Property Manager Phone: 231-798-9235 Email: trumptz@horizongroup.com Description: **Full Maintenance Service On-Call Enhancement Services On-Call Irrigation Services**







REFERENCES

Section . Item #6.



Section 3

SOW Function Frequencies Design Renderings Cost



FUNCTION DETAILS AND TECHNIQUES

- **Mowing:** All mowing is performed with rotary type equipment. Height of cut is determined by grass type and season of the year.
- Edging (curb): Edging along curbs and other hard surfaces is performed with a steel blade edger.
- Edging (bed): Beds are edged with steel blade edgers, monofilament line trimmers and/or chemicals. Trench edging is an additional add-on service."
- **Blowing**: Blowers are used to clean hard and soft surfaces of particle debris. Any debris residue that will not be absorbed and remains visual will be picked up.
- Weed Control (beds): Post-Emerge applications of herbicides will be applied using a target spray technique to weeds less than four (4) inches in height. Larger weeds will be hand pulled.
- **Pruning** (growing season): This type of pruning is done with shears and/or hand pruners. It is intended to remove new growth only and to maintain the intended shape of the shrub(s) up to twelve (12) feet in height.
- **Pruning** (dormant season): This type of pruning is done to reshape or invigorate plant material including, but not limited to: crepe myrtles, ornamental grasses, roses, and perennials. This is not rejuvenation pruning of woody plant material.
- Trashing and/or Leaf Removal: Trash and leaves on lawn areas, in shrubs/ground covers and along curb lines will be picked up weekly. During leaf drop all surface areas will be cleaned. Disposal of debris and leaves will conform to the Customer's desire. No on-site disposal will be done without prior approval.
- **Mulching:** (Additional Expense): Scheduling is dependent on Customer preference and frequency. Single yearly mulching are made at twelve (12) month intervals and twice-yearly mulching is made at six (6) month intervals.



TURF PROGRAM DETAILS

Healthy turf is the best way to prevent weed, disease, and insect problems. Crabapple reserves the right to combine turf applications based on weather and agronomic observations. However, it may become necessary to treat unexpected problems such as: turf disease, insect, and/or poor soil conditions. Should this occur, we will diagnose the problem and suggest corrective action and its cost. Customer approval must be received before any additional treatments are made.

Crabapple reserves the right to combine or alter turf applications based on weather and agronomic observations. Service calls will be provided as required throughout the year to ensure healthy weed free turf. Below is a general application schedule.

- **Round 1** The first application of the year will consist of a pre-emergent and weed control. This round is designed to prevent weed problems. We will also apply a fertilizer formulated for root development to aid in the spring green-up.
- **Round 2** In the late spring we will apply another fertilizer that will also help in the greenup process. Pre- emergent and weed control will be applied for the second time.
- Round 3 In the mid-summer we will apply a time release fertilizer to help maintain color. We will do spot weed control as needed. It is still a good time for aeration.
- **Round 4** Your late summer application will consist of a time release fertilizer that will help the turf stay healthy during the intense summer heat. Weed control will be applied if needed.
- **Round 5** For your early fall application we will apply a fertilizer designed to help build a strong root system and a pre-emergent and broadleaf weed control.
- **Round 6** Fertilizer is applied to Fescue at this time. Warm season turf will receive spot weed control and additional Pre-emergent as needed.





TURF PROGRAM DETAILS

- Woody Plant Program: Established plants are normally fertilized twice per year
- Round Application

Activity

Balanced Feeding

Balanced Feeding

Scale Insect

Scale Insect

- 1 Complete Fertilizer
- 2 Insecticide, fungicide, miticide
- 3 Complete Fertilizer
- 4 Insecticide, fungicide, miticide
- Fire Ants: Each mound must be treated individually as it appears.
- Irrigation: Our landscape in Georgia need supplemental watering and this need will vary throughout the growing season. We will monitor these changing needs and adjust watering schedules accordingly. We will also monitor the system and make minor component adjustments during our weekly inspections.

Complete system checks, repairs, and up-grades are not included in this contract.

System repairs or deficiencies will bereported to the Customer and corrective action will be at Customer's discretion. Sites with mechanical clocks have inherent problems, such as no battery backup; replacement with a digital system is highly recommended. Crabapple will not be held responsible for mechanical clock failure.

 Fescue Overseeding: All fescue lawns need to be overseeded in the fall every year. Timing and technique are critical to good germination of seed and successful new stands of grass. (See Terms for Cost)



FUNCTION FREQUENCY CHART

The frequencies quoted in the chart below are based on averages. It is normal for frequencies to vary from year to year. We have found that when one function is decreased; another will increase. Thus, on a yearly basis, they will balance out.

See Site Specific Notes For Any Additional Functions

Service Functions	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Mowing	1	1	3	4	4	5	4	4	5	2	3	1	37	
Edging (curb)	1	2	3	2	2	3	2	2	3	2	2	2	26	1
Edging (Bed)	1	1	2	2	2	2	2	2	2	1	2	1	20	4
Blowing	4	4	5	4	4	5	4	4	5	4	5	4	52	
Weed Control Beds	1	1	2	4	5	4	5	5	4	3	1	1	36	
Pruning				1	1	1	1	1	1				6	
Pruning (Dormant Season)	1	1									1	1	4	
Debris Removal	4	4	5	4	4	5	4	4	5	4	5	4	52	
Mulching (Optional)	1						1						2	
Turf/Application		1		1		1		1		1		1	6	
Woody Plant Program			1		1								2	
Fire Ant Control				4	5	4	4	4	4				25	
Irrigation Monitor	4	4	5	4	4	5	4	4	5	4	5	4	52	
Fall/Winter Leaf Cleanup										2	5	3	10	

See Site Specific Notes For Any Additional Functions



SITE SPECIFIC PLAN









SITE SPECIFIC PLAN: Mulch/ Planters*/InGround Beds

* Includes Hand Watering of Planters, as needed.

Most flower beds are located in the middle of Main Street.

Flower Beds (total of six):

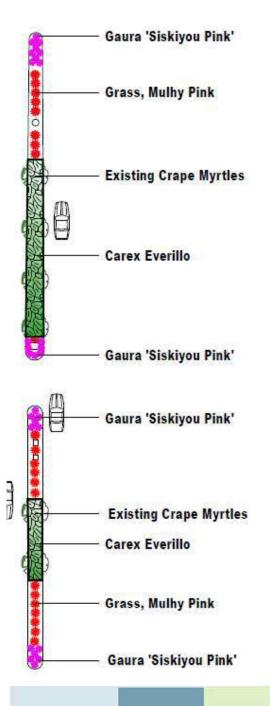
Outdoor Self Watering Planters (four big, six small):

Mulch Needed around trees:

150 perennials (mixed, and suggested by the contractor) :

Proposers that are interested in participating in the RFP process, can schedule a tour with a city representative by sending an email to mdimov@stonemountaincity.org. All tours (in person visits) should be completed by March 20, 2024.





SITE SPECIFIC PLAN: Center Island/InGround Beds

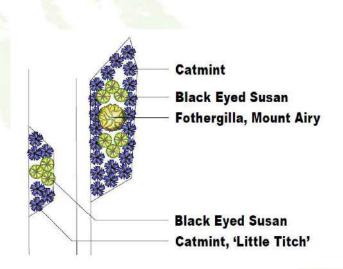






SITE SPECIFIC PLAN: InGround Bed 1& 2





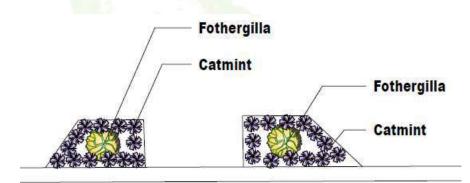


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SITE SPECIFIC PLAN: InGround Bed 3 & 4



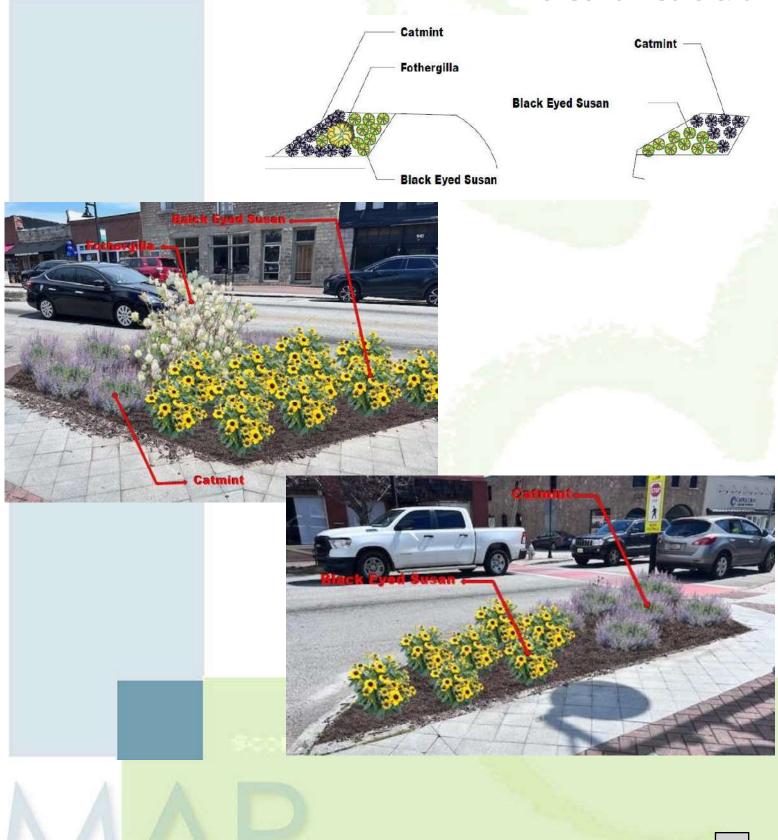
Sidewalk







SITE SPECIFIC PLAN: InGround Bed 5 & 6





PRICING: Center Island/InGround Beds

Perennial Design/Install_3.13.24

Installation of planting beds shown on map and designs provided. Plant material chosen based on hardiness and drought tolerance.

****Note : Even though plant material is specified as drought tolerant, until plant material is established it will need regular watering for the first month after installation. Once established plant material will need less watering.****

Streetscape plantings

Installation of plant material in specified beds as shown on plans and designs provided.

- 1. Grind 1 stump in Inground bed 5
- 2. Remove existing mulch or excess soil.
- 3. Install plants and mulch
- 4. Water in all plant material.

*****Note: All plant material will thoroughly watered in once installed. Additional waterings are listed in the optional service. We ask that the client help with supplemental watering.*****

Subtotal	\$10,390.95
Estimated Tax	\$0.00
Total	\$10,390.95

Optional Services

3 additional watering of all plant material.

Watering to be scheduled once a week.

\$959.99

PRICING BID SHEET

* Pricing reflected is valid until June 30, 2024





SITE SPECIFIC PLAN: 10 Planters SPRING Seasonal Color

(4 Lg Round/6 Sm Rectangular)





PRICING: 10 SPRING Seasonal Color Planters

Spring Color Installation

Plant material subject to change based on growers availability.

4 large round planters

6 small rectangular planters

Color Install - Pots

Items

Color - Mobilization Hibiscus Yellow - #1 Install Hibiscus Rose - #1 Install Vinca Cora Red - Color - Install Kit Vinca Cora White - Color - Install Kit Angelonia Carita Purple - Color - Install Kit Lysimachia Goldilocks/Creeping Jenny - Color - Install Kit Vinca Cora Strawberry - Color - Install Kit Flower Soil - 2 cubic foot bag



Subtotal	\$1,906.26
Estimated Tax	\$0.00
Total	\$1,906.26

PRICING BID SHEET

* Pricing reflected is valid until June 30, 2024





SITE SPECIFIC PLAN: 10 Planters FALL Seasonal Color

(4 Lg Round/6 Sm Rectangular)







PRICING: 10 FALL Seasonal Color Planters

Fall Color Installation--planters

Plant material subject to change based on growers availability.

4 large round pots

6 small rectangular pots

Color Install - Pots

Items

Color - Mobilization Kale Peacock Red #1 - #1 Install Acorus G Variegata - Color - Install Kit Viola Penny Beaconsfield - Color - Install Kit Viola Color Max Orange - Color - Install Kit

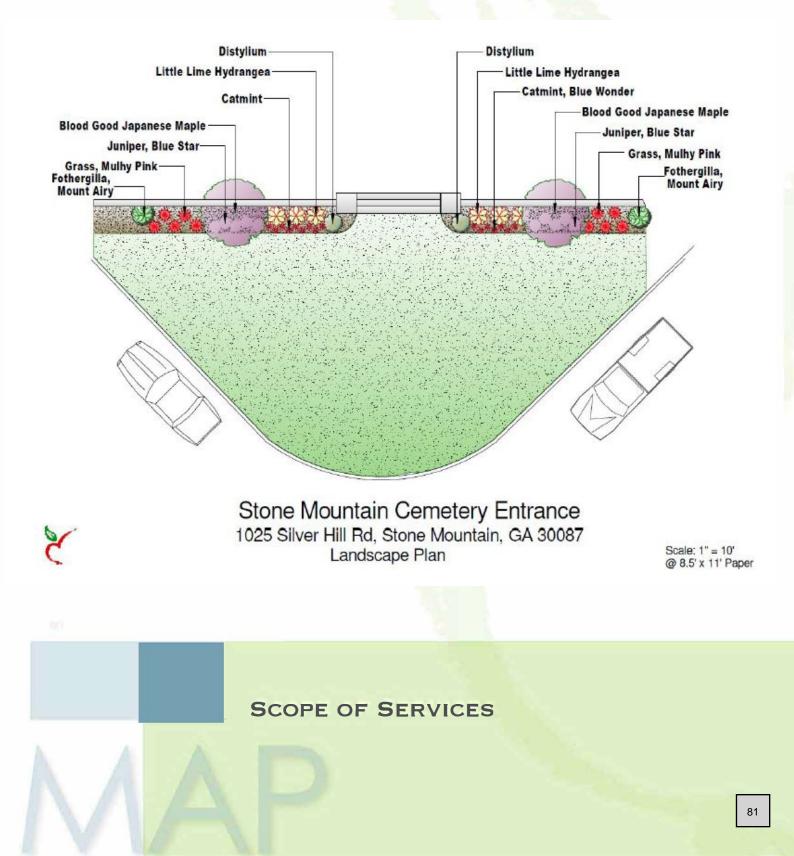
Subtotal	\$1,712.33
Estimated Tax	\$0.00
Total	\$1,712.33

PRICING BID SHEET

* Pricing reflected is valid until June 30, 2024



SITE SPECIFIC PLAN: Cemetary Entrance





PRICING: Cemetery Entrance Installation

	Total	\$5,326.6
	Estimated Tax	\$0,520.0
	Subtotal	\$5,326.6
Hardwood Mulch - Cubic Yard Install		
Fothergilla M Mount Airy - #3 Install	Landscape :	\$5,326.6
Muhlenbergia capillaris - #3 Install		
Juniperus C Blue Pacific - #3 Install		
Nepeta x Faassenii 'Walkers Low' - #1 Install		
Hydrangea Little Lime - #3 Install		
Distylium 'Vintage Jade' - #7 Install		
Acer P Bloodgood		
Bed Creation and Prep		
EN - Mobilization		
Items		
Install Brown Mulch		
 Prep bed for Planting Install plant material per plan provided. 		
 Remove existing turf where planting beds will be inst prop bed for Planting 	laned.	

• <u>Temporary Irrigation - System</u>: A budget to provide an above ground temporary irrigation system to adequately irrigate the enhancement installation. This assumes water is available from an onsite source and can be accessed by the Crabapple team without requiring hoses to cross walkways or roads and will be available throughout the agreed upon duration of the temporary irrigation. Any materials used to set up the temporary irrigation system will be owned by the client upon completion of the required temporary irrigation duration. The client is responsible for ensuring that residences leave the system in the originally set up configuration, Crabapple will not be held responsible for temporary systems turned off or reconfigured by homeowners.

Initial next to the Optional Services you would like to accept.

Temporary Irrigation

\$467.28

PRICING BID SHEET * Pricing reflected is valid until June 30, 2024



CITY OF STONE MOUNTAIN DOWNTOWN DEVELOPMENT AUTHORITY				
BASE MAINTENANCE ONLY	\$ 22,896.00			
BASE MAINTENANCE ONLY	\$ 1,908.00			
INGROUND PERENNIAL BEDS (6) & CENTER MEDIAN	\$ 10,390.95			
CEMETERY ENTRANCE INSTALLATION	\$ 5,326.64			
CEMETERY ENTRANCE TEMPORARY IRRIGATION	\$ 467.28			
2024 SPRING SEASONAL COLOR PLANTERS (10)	\$ 1,906.26			
2024 FALL SEASONAL COLOR PLANTERS (10)	\$ 1,712.33			
SEASONAL COLOR: ADDITIONAL 2 LARGE POTS (THIS ASSUMES PLANTERS ARE PURCHASED BY THE DDA AND ARE READY TO PLANT, NO SOIL / AMENDMENTS/DRAINAGE STONE INCLUDED)	5pring: \$ 134.8 2 Fall: \$ 163.00			
HARDWOOD MULCH - 31 CY (FOR AREAS NOTED IN RED ON PROVIDED MAP)	\$ 1,860.00			
HARDWOOD MULCH - 3CY				
(ADDITIONAL AREAS: FRONT/RIGHTSIDE BEDS AT VIS	ITOR \$180.00			
CENTER)				
	DEVELOPMENT AUTHORITY BASE MAINTENANCE ONLY BASE MAINTENANCE ONLY BASE MAINTENANCE ONLY INGROUND PERENNIAL BEDS (6) & CENTER MEDIAN CEMETERY ENTRANCE INSTALLATION CEMETERY ENTRANCE TEMPORARY IRRIGATION 2024 SPRING SEASONAL COLOR PLANTERS (10) 2024 FALL SEASONAL COLOR PLANTERS (10) SEASONAL COLOR: ADDITIONAL 2 LARGE POTS (THIS ASSUMES PLANTERS ARE PURCHASED BY THE DDA AND ARE READY TO PLANT. NO SOIL / AMENDMENTS/DRAINAGE STONE INCLUDED) HARDWOOD MULCH - 31 CY (FOR AREAS NOTED IN RED ON PROVIDED MAP) HARDWOOD MULCH - 3CY			

PRICING BID SHEET

* Pricing reflected is valid until June 30, 2024.



Section 4

Awards & Community Involvement



Commercial Maintenance • Floriculture • Stormwater • Design/Build • Drainage Solutions

Thank You for Voting For Us!





North Atlanta Presented By P Crabapple[®] Since Iandscapexperts

Section . Item #6.













Alpharetta Public Safety Foundation's K9 5K

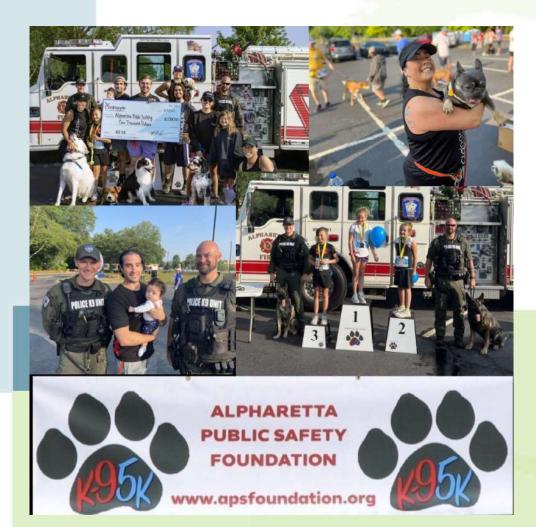
Crabapple sponsored, and participated in, Alpharetta Public Safety Foundation's K9 5K.

The K9 5K Fundraiser benefits the Alpharetta Public Safety (APS) Foundation programs, including:

Support of local law enforcement and first responders, and the families of those injured or killed in the line of duty

CPR training, car seat safety programs, and more in our community Purchase of necessary equipment and training programs to maintain the highest levels of productivity and performance among our public safety employees

Training related to disaster relief & support in our community The team from Crabapple enjoyed being a part of this fun and beneficial community event.





Community Involvement

Most Creative Scarecrows in Woodstock and Alpharetta

The dedicated team at Crabapple recently showcased their creativity and community spirit by participating in the City of Woodstock and Alpharetta's annual scarecrow invasions. Not only did we enter both events, but the entries also triumphed in the most creative category, receiving well-deserved recognition. The City of Woodstock and Alpharetta's scarecrow invasions are highly anticipated events that bring joy and entertainment to numerous individuals in the markets served by Crabapple. These community events not only provide a platform for local businesses and residents to showcase their ingenuity but also foster a sense of togetherness and fun in the community.

Michelle Coleman and her marketing team spearheaded the efforts once again this year, exhibiting their outstanding skills in delivering unique and enjoyable designs. Their passion and dedication to bringing innovative ideas to life have been instrumental in the continued success of Crabapple's participation in these events. Moreover, community involvement is deeply ingrained in the values of Crabapple as a company. Through initiatives like the scarecrow invasions, Crabapple demonstrates its

commitment to engaging with and giving back to the community.







Feeding Hungry Children in North Georgia



Volunteer Days at Lionheart Gardens









The Drake House provides housing for women and children in need of shelter. A few of Crabapples finest stepped in to lend a helping hand to tidy up their entrance











Alpharetta Rotary Polar Bear Plunge On behalf of the Alpharetta Rotary, the Crabapple Team raised \$ 15,595 for Meals by Grace.



Alpharetta Rotary Mayors Corporate Challenge



Raised over \$155,000 in 2023 through multiple sponsors.



Section 5

Supplemental Documents

(Company Certifications/ Licenses, Insurance COI, W9) POST IN A CONSPICUOUS PLACE

CITY OF ALPHARETTA, GEORGIA 2 PARK PLAZA 678-297-6086

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER

Section . Item #6.

Occupational Tax Certificate Business Registration THIS LICENSE EXPIRES 12/31/2024

Business Owner:CRABAPPLE TURF MANAGEMENT, INCDBA:CRABAPPLE LANDSCAPE EXPERTSAddress:72 MARIETTA STREETCity, State Zip:ALPHARETTA GA 30009

ID: 20089

Phone Number: 770-740-9739

Comments:

Classification: EMPLOYEE BASED

Date Issued: 03/11/2024

CRABAPPLE TURF MANAGEMENT, INC 1012 UNION CENTER DRIVE ALPHARETTA, GA 30004

This License is NOT Transferable and subject to be REVOKED if abused.

FORM LLICV

877

		Client	t#: 20206	516		CRAE	BATUR		
	40	CORD _™ CERT	IFICA	ATE OF LIAB		URAN	CE	Section	n . Item #6.
C B R	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).								
	DUCE					an Napier			
US	Ins	surance Services, LLC CL			PHONE (A/C, No, Ext):	•	FAX (A/C. No):		
1 C	onc	course Pkwy NE			E-MAIL ADDRESS: jonatha	n.napier@u			
Sui	te 7	700					FORDING COVERAGE		NAIC #
Atl	anta	a, GA 30328			INSURER A : Selective	. ,			19259
INSU	RED				INSURER B : Transve				21075
		Crabapple Turf Manageme	ent, Inc		INSURER C : Traveler	s Property Ca	s. Co. of America		25674
		1012 Union Center Dr Ste	Α	·	INSURER D :				
		Alpharetta, GA 30004			INSURER E :				
					INSURER F :				
CO	/FR	AGES CER		ENUMBER:	INSURER F.		REVISION NUMBER:		
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INSR LTR		TYPE OF INSURANCE	ADDL SUBI			POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY		S258508500	07/01/2023	07/01/2024	EACH OCCURRENCE	\$1,00	0,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500 ,	,000
	X	PD Ded:500					MED EXP (Any one person)	\$15,0	00
							PERSONAL & ADV INJURY	\$1,00	0,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,00	0,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
Α	AU	TOMOBILE LIABILITY		S258508500	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 1,00	0,000
	Х						BODILY INJURY (Per person)	\$	
	x	AUTOS ONLY AUTOS					BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
A	x	UMBRELLA LIAB X OCCUR		S258508500	07/04/2022	07/01/2024	EACH OCCURRENCE	\$ ¢5.00	0.000
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DES	CRIP	TION OF OPERATIONS / LOCATIONS / VEHI	CLES (ACOR	D 101, Additional Remarks Schedu	ule, may be attached if me	ore space is requ	ired)		
Co	nm	ercial Landscaping Service							
** \	Vor	kers Comp Information **							
Pro	prie	etors/Partners/Executive Offic	ers/Men	nbers Excluded: Willian	n Coleman, Own	er			
	CERTIFICATE HOLDER CANCELLATION								
		City of Stone Mountain, Ge	orgia		CANCELLATION				
		875 Main Street Stone Mou	•	30083	SHOULD ANY OF	THE ABOVE DE	SCRIBED POLICIES BE C	ANCELL	ED BEFORE
1		&	,		THE EXPIRATIO	N DATE THE	REOF, NOTICE WILL E		
		Downtown Development A	uthority o	f the City of	ACCORDANCE W	ITH THE PO	LICY PROVISIONS.		
1		Stone Mountain, Georgia	-						
		922 Main Street			AUTHORIZED REPRESENTATIVE				
1		Stone Mountain, GA 30083			ρ Λ ρ	Q 1			
1					Paula B	Julmo	~		

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Print or type. Specific Instructions on page 3.	2 Business name/disregarded entity name, If different from above							
	Crabapple Landscapexperts							
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one following seven boxes. Individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) >	certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) check Exemption from FATCA reporting						
	Requester's	s name and address (optional)						
See	1012 Union Center Drive	inanio and address (optional)						
	6 City, state, and ZIP code							
	Alpharetta, GA 30004							
	Alpharetta, GA 30004 7 List account number(s) here (optional)							
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Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am or longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of	Pai			
THEFE	U.S. person ►	1 th	Date ► /	1/2024	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

 Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident)

alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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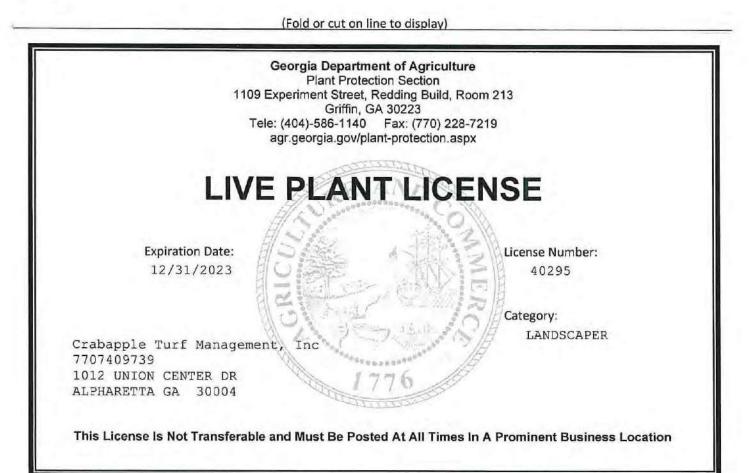
crabappl

Crabapple Turf Management, Inc 1012 UNION CENTER DR ALPHARETTA, GA 30004

The enclosed Georgia Live Plant License is valid through 12/31/2023.

We have updated our website. Visit <u>www.kellysolutions.com/GA/LivePlant</u> to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your information online anytime. You can make secure payments by credit card to renew your license, and you can refer people to this website to validate your credentials. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.

If you have questions or concerns regarding your Live Plant License, please contact: Georgia Department of Agriculture, (404)-586-1140.



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EXHIBIT "C"

state of georgia county of <u>Fulton</u>

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

603495

Federal Work Authorization User Identification Number

__09/26/2012___ Date of Authorization

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

Corridor Landscaping Services Name of Project

DOWNTON DEVELOPMENT AUTHORITY OF CITY OF STONE MOUNTAIN Name of Public Employer I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June 13, 2024 in Alpharetta (city), Georgia (state).

Signature of Authorized Officer or Agent

_Penelope Hilliard, Director of Business Development_____ Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE <u>1</u> DAY OF <u>2024</u>.

Notary Public

My Commission Expires: March/22/ 2026



100



Meeting Date: June 24, 2024

SUBJECT: DDA BUDGET AMENDMENT, June 2024

Item: Action Item

Department: DDA

Presented By: Maggie Dimov, Economic Development Director/DDA

Actions Requested: Motion to amend the DDA budget and use bank reserves of the DDA General Fund, to increase funds in the following accounts:

- Budget Line Item "Advertising" / Account ID 20-5130.52.3300, to be increased to \$756.00, to cover fee for Full Panel Advertisement Stone Mountain RV Guest Directory.
- **Budget Line Item "Dues & Fees"/ Account ID 20-5130.52.3600,** to be increased to \$250.00, to cover 2024 annual membership fee for the Georgia Downtown Association.
- Budget Line Item "Contingencies" / Account ID 20-5130.57.9000, to be increased to \$..... (left blank for the Board to consider the exact amount), to provide funding for unanticipated expenditures.

Note: DDA's General Fund bank account balance, as of 06/24/2024: \$79,953.05