



**Mayor and City Council Work Session**  
Tuesday, August 19, 2025 at 6:30 PM  
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

**Agenda**

**Mayor and Council: Dr. Beverly Jones – Mayor | Post 3: Mayor Pro Tem Ryan Smith**  
**Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos**  
**Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant**  
**Post 6: Council Member Teresa Crowe**

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

**City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>**  
**Link to join Webinar: <https://us06web.zoom.us/j/82303400686>**

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

*Comments from the Public*

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

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

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

- [1.](#) Consideration of an on a request to approve August 5, 2025 Meeting Minutes

VI. **Reading of Communications**

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

VIII. **Committee Discussion Items**

- [1.](#) Stone Mountain Community Garden
- [2.](#) Planning Commission
- [3.](#) Historic Preservation Commission
- [4.](#) Parks and Recreation Committee

IX. **Staff Reports**

- [1.](#) Public Safety- Police Chief- James Westerfield Jr
- [2.](#) Administration Stats Update - City Clerk Shavala Ames

X. **City Manager's Report**

- [1.](#) Operations Report - Interim City Manager - Maggie Dimov
- [2.](#) Investigation Update Regarding Banking Allegations Against the Mayor - City Attorney Angela Couch

XI. **Council Policy Discussion Topics**

XII. **Unfinished Business**

XIII. **New Business**

- [1.](#) Consideration of an action on a request to approve an agreement for Financial Services, requested by Interim City Manager Maggie Dimov
- [2.](#) Consideration of an action on a request to approve a Subrecipient Agreement with Dekalb County for VFW improvements, requested by Interim City Manager Maggie Dimov
- [3.](#) Consideration of an action on a request to approve the issuance of the proposed subpoena to Truist Bank for the provision of specified records as outlined
- [4.](#) Consideration of an action on a request to rename Mackin Street to William Woodson Morris Street, requested by Mayor Beverly Jones.
- [5.](#) Consideration of an action on a request reallocate grant funds for Stone Mountain Elementary School reading program, requested by Mayor Beverly Jones

XIV. **New Ordinances and Resolutions**

- [1.](#) Resolution 2025-23: Employee Benefits - Dental Insurance Revision

XV. **Remarks of Privilege**

XVI. **Announcements by The Mayor**

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

- [1.](#) Personnel and Litigation

XVIII. **Adjournment**



**Mayor and City Council Regular Session**  
**Tuesday, August, 2025 at 6:30 PM**  
**City Hall, 875 Main Street, Stone Mountain, Georgia 30083**

**Minutes**

**Mayor and Council: Dr. Beverly Jones – Mayor | Post 3 :Mayor Pro Tem Ryan Smith**  
**Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos**  
**Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant**  
**Post 6: Council Member Teresa Crowe**

**Staff: Shawn Edmondson - City Manager | Maggie Dimov - Assistant City Manager/Economic Development Director/DDA | Shavala Ames - City Clerk | Angela Couch - City Attorney**

Public Hearing was called to order at 6:31 p.m.

PRESENT: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe, Mayor Beverly Jones

ABSENT: Council Member: Post 4 Gil Freeman

**I. Public Hearing**

1. Public Hearing on 6804 JBR Memorial Drive on 1008B Main Street (Parcel ID: 18 089 02 016) to allow a tattoo studio, requested by City Planner Tamaya Huff

City Planner Tamaya Huff gave a general overview of the proposed Special Use Permit conditions for the tattoo studio and also mentioned the requirements to have a parking agreement if approved.

The applicant Krystal Rogers came forward to present her case regarding the Special Use Permit.

City Attorney Angela Couch reviewed the guidelines of the public hearing.

**Public Hearing Comments**

**In Favor**

**Public Comment 1: Kyle King** – tattoo studio would be a good fit for the city, and the applicant is a hard worker.

*Council Member Freeman arrived at 6:44 p.m.*

**Public Comment 2: Vanessa Walls** – wonderful that business is coming to Stone Mountain.

**Public Comment 3. Luis Finley** – studio is a good addition to the downtown.

**Opposed**

**Public Comment 1: Joan Monroe** – tattoo parlors come and go; looking for something more progressive.

**II. Adjournment****ACTION: MOTION TO ADJOURN PUBLIC HEARING AT 6:53 P.M.**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

**MOTION PASSED (UNANIMOUSLY)****III. Call to Order**

Mayor Jones called the meeting to order at 6:56 P.M.

**IV. Determination of Quorum**

PRESENT: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe, Mayor Beverly Jones

**V. Invocation and Pledge**

Mayor Jones led the Pledge of Allegiance, followed by the invocation by Reverend Orea Parks

**VI. Citizen Comments – Including comments from public/stakeholders**

**Citizen Comment 1: Dave Thomas** – discussed selling all or one of the City parks – they are under utilized and money can be used for capital improvements; a study can be done to consider which is best; would not be losing significant green space.

**Citizen Comment 2: Cheryl Dudley** – the investigation of the Mayor follows all things mentioned in the state constitution; spend too much time and money on rerouting the ordinance; discussed the Governor Kemp article regarding not to expect more money in the coming year.

**Citizen Comment 3: Joan Monroe** – was threatened for asking for crime reports; discussed the various recent crime cases and not advising residents puts the public at risk; why are we working with someone who went to federal prison for real estate fraud; SPLOST and ARPA were misappropriated – do not want a phony investigator; citizens are asking for safety.

**Citizen Comment 4: Sharon Frierson** – there are stormwater issues in the cul-de-sac - 100 gallons run in that general area; meeting was to be had with the Mayor and Public Works Director 2 years ago regarding the matter – neighbors cannot sit in their own yards due to standing water; trash being thrown over the embankment; sick of other areas of focus – concerned with the Oak Ridge area; love you all.

**Citizen Comment 5: Clint Monroe** – thanked everyone involved in Stone Mountain Day; discussed a witch hunt for the City Attorney or Investigator to find something to hang one person – non-specific charges are useless and cannot be enforced; mudslinging and wasted legal expenses; citizens are more concerned with stormwater and potholes.

VII. Review of the Journal (City Clerk)

1. Consideration of an action on a request to approve July 15, 2025 Meeting Minutes, requested by City Clerk Shavala Ames

**ACTION: MOTION TO APPROVE JULY 15, 2025 MEETING MINUTES AS AMENDED**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

**MOTION PASSED**

2. Consideration of an action on a request to approve July 24, 2025 Special Called Meeting Minutes, requested by City Clerk Shavala Ames

**ACTION: MOTION TO APPROVE JULY 24, 2025 SPECIAL CALLED MEETING MINUTES**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

**MOTION PASSED**

3. Consideration of an action on a request to approve July 28, 2025 Special Called Joint DDA Meeting Minutes, requested by City Clerk Shavala Ames

**ACTION: MOTION TO APPROVE JULY 28, 2025 SPECIAL CALLED JOING DDA MEETING MINUTES**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

**MOTION PASSED**

VIII. Reading of Communications

IX. Adoption of The Agenda of The Day

**ACTION: TABLE ORDINANCE 2025-03 PARKS AND RECREATION COMMITTEE**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

**Voting Nay:** Council Member: Post 2 Mark Marianos, Council Member: Post 6 Teresa Crowe

**MOTION PASSED****ACTION: REMOVE 1-HOUR PARKING CONSIDERATION FROM THE AGENDA**

Motion made by Council Member: Post 6 Teresa Crowe, Seconded by Council Member: Post 1 Anita Bass

**Voting Yea:** Council Member: Post 1 Anita Bass, Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Council Member: Post 5 Shawnette Bryant

**MOTION PASSED****ACTION: REMOVE INCODE AGREEMENT FROM THE AGENDA**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

**MOTION PASSED (UNANIMOUSLY)****ACTION: MOTION TO ADOPT THE AGENDA OF THE DAY AS AMENDED**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

**MOTION PASSED (UNANIMOUSLY)****X. City Manager's Report****1. Operations Report - Interim City Manager Maggie Dimov**

Interim City Manager Maggie Dimov reviewed the Operations Report, highlighting key accomplishments and providing updates on capital projects, as well as recent weather-related delays that have temporarily slowed progress. She noted that the parking project is expected to begin in September and that updates regarding CSX will be provided at a later date.

**2. June Financials Update – Finance Director Adam Kurt**

Finance Director Adam Kurt reviewed the June financials as outlined in the agenda packet.

**3. Investigation Update – City Attorney Angela Couch**

City Attorney Angela Couch stated that the investigation into banking allegations involving the Mayor remains incomplete due to Truist's lack of cooperation in providing information and records. Members of the governing body voiced concerns, emphasizing the need to apply pressure on Truist to release the requested records; also noting that taxpayer dollars are being wasted and that the scope of the investigation should be expanded.

**ACTION: MOTION TO MOVE FORWARD WITH AN INQUIRY AS ALLOWED UNDER CHARTER SECTION 2-15 INTO TRUIST'S BANK REFUSAL TO PROVIDE INFORMATION TO INVESTIGATOR JACK WILSON**

Motion made by Council Member: Post 6 Teresa Crowe, Seconded by Council Member: Post 1 Anita Bass

**ACTION: MOTION TO AMEND THE PREVIOUS MOTION TO INCLUDE TO OBTAIN FROM TRUIST BANK ANY AND ALL CHECKS FROM CITY OF STONE MOUNTAIN AND DDA ACCOUNTS THAT CLEARED WITH ONLY ONE SIGNATURE, LIST OF ANY AND ALL CITY OF STONE MOUNTAIN AND DDA ACCOUNTS (OPEN OR CLOSED) IN EXISTENCE FOR THE LAST EIGHTEEN (18) MONTHS, STATEMENTS FOR EACH OF THESE CITY OF STONE MOUNTAIN AND DDA ACCOUNTS (OPEN OR CLOSED) FOR THE PAST EIGHTEEN (18) MONTHS, LIST OF ANY AND ALL SECURITY RISKS AND OTHER CONCERNS IDENTIFIED BY THE TRUIST BANK SECURITY TEAM IN THE PAST EIGHTEEN (18) MONTHS, ANY AND ALL CORRESPONDENCE THAT CITY STAFF HAS HAD WITH ANY AND ALL PERSONS FROM TRUIST BANK RELATING TO THE ABOVE REQUESTS**

Motion made by Council Member: Post 4 Gil Freeman, Seconded by Council Member: Post 5 Shawnette Bryant

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

**Voting Nay:** Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

Mayor Jones voted in favor

**MOTION PASSED**

**ACTION: MOTION TO DRAFT A SUBPOENA FOR TRUIST BANK REGARDING BANKING ALLEGATIONS INVESTIGATION AGAINST THE MAYOR AS ALLOWED UNDER SECTION 2-15**

Motion made by Council Member: Post 6 Teresa Crowe, Seconded by Council Member: Post 1 Anita Bass

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 5 Shawnette Bryant

**MOTION PASSED**

**XI. Council Policy Discussion Topics**

**XII. Unfinished Business**

1. Consideration of an action on a request to veto Ordinance 2025-05 Procedures for Removal, requested by Mayor Beverly Jones

City Clerk Shavala Ames read the veto request into the record.

Members of the governing body shared their views on the proposed veto, confirming that the ordinance, if adopted, would apply to all elected officials not solely the Mayor.

**ACTION: MOTION OVERRIDE THE VETO OF ORDINANCE 2025-05 PROCEDURES FOR REMOVAL**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

**MOTION PASSED**

2. Consideration of an action on a request to approve a two-way sign at Third and East Mountain, requested by Council Member Teresa Crowe

Police Chief Westerfield briefly outlined some issues at this location and confirmed why a two-way sign may be needed.

**ACTION: MOTION TO APPROVE A TWO-WAY SIGN AT THIRD AND EAST MOUNTAIN**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 5 Shawnette Bryant

**MOTION PASSED**

3. Consideration of an action on a request to approve to authorize an agreement with Sumter Consulting to initiate the search for a new City Manager

Recruiter Warren Hutmacher reviewed the scope of services detailed in the agreement, outlining each stage of the executive search process, including candidate outreach, screening, and selection. He also noted his prior experience with the City of Stone Mountain, having assisted in the City Manager role.

**ACTION: MOTION TO APPROVE AN AGREEMENT WITH SUMTER CONSULTING TO INITIATE THE SEARCH FOR A NEW CITY MANAGER**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 4 Gil Freeman

**MOTION PASSED**

**XIII. New Business**

1. Consideration of an action on a request to approve a Special Use Permit for 1008B Main Street (Parcel ID: 18 089 02 016) to allow a tattoo studio, requested by Planning Manager Tamaya Huff

**ACTION: MOTION TO APPROVE A SPECIAL USE PERMIT FOR 1008B MAIN STREET TO ALLOW A TATTOO STUDIO, WITH THE PROVISIO OF STAFF RECOMMENDATIONS TO OBTAIN A PARKING AGREEMENT**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 4 Gil Freeman

**MOTION PASSED**

**XIV. New Ordinances and Resolutions**

**1. Resolution 2025-22 Open Records Request Fee Schedule**

City Clerk Shavala Ames presented the proposed fee schedule and responded to various questions from the governing body. It was noted that the schedule will also address certain types of requests, particularly those from outlets that use records for profit.

**ACTION: MOTION TO APPROVE RESOLUTION 2025-22 OPEN RECORDS REQUEST FEE SCHEDULE**

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

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

**Voting Nay:** Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

**MOTION PASSED**

**XV. Remarks of Privilege**

1. Council Member Shawnette Bryant spoke about assisting residents, highlighted the upcoming annual Back-to-School Block Party in the Rockborough neighborhood, and expressed appreciation to Maggie.
2. Mayor Pro Tem Ryan Smith thanked the Public Works team for their continued dedication and hard work.
3. Mayor Beverly Jones expressed gratitude to all employees and remarked on the unfortunate efforts to remove elected officials.
4. Council Member Gil Freeman addressed failed political attacks, expressed appreciation for staff, and commended Maggie as the best City Manager during his tenure in office.
5. Council Member Anita Bass emphasized the importance of self-reflection and actively learning city policies since joining the council to enhance her knowledge and effectiveness

**XVI. Adjournment**

**ACTION: MOTION TO ADJOURN THE MEETING 9:00 P.M.**

Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 5 Shawnette Bryant

**Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

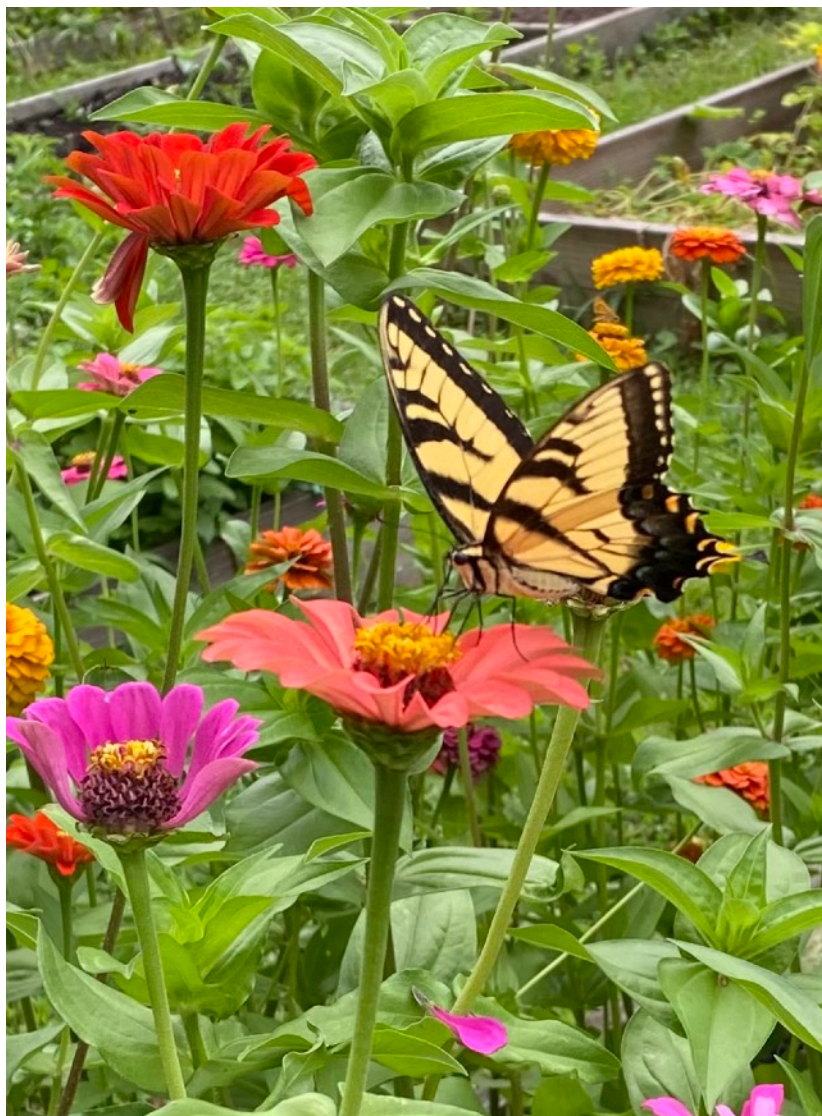
**MOTION PASSED (UNANIMOUSLY)**

\_\_\_\_\_  
Dr. Beverly Jones, Mayor

\_\_\_\_\_  
Shavala Ames, City Clerk

AUGUST 19, 2025, COMMITTEE REPORT TO CITY COUNCIL

## STONE MOUNTAIN COMMUNITY GARDEN AT VFW PARK



### Committee Members:

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

## OVERVIEW

The Stone Mountain Community Garden at VFW Park (SMCG) is an all volunteer effort and has been operating continuously since March 2011, as a partnership between the City of Stone Mountain and the Dekalb County/University of Georgia Extension Service (Extension Service). So far, the SMCG has provided over 16,600 pounds of fresh produce to the Stone Mountain Ecumenical Food Pantry (Food Pantry) for distribution to local families with food insufficiencies — providing essential food for over 4,150 families to date. This year, the SMCG has contributed over 790 pounds of fresh vegetables, fruits and herbs to the Food Pantry — helping 200 families experiencing food insufficiencies.

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

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

## RECENT SMCG EVENTS

July 12, 2025      Monthly Workday and Mini Talk by MG Beth Wallace on “Combining Vegetables/Herbs into Your Home Flower Garden”



August 9, 2025      Mini Talk by Eric Jiang and Ryan Yao of Rooted in Solutions/The Westminster Schools: "Soil Sampling, Analysis and Importance of Main Soil Macronutrients: Nitrogen, Phosphorus, and Potassium."



## UPCOMING EVENTS AT SMCG

September 13, 2025      Workday and Mini Talk by Jackie Marshall on "Key Hole Gardens"  
 September 16, 2025      Host Food Well Alliance Volunteer Pop Up Group  
 September 19, 2025      Community Garden Committee Meeting (ZOOM) at 6:30pm  
 October 4, 2025          Host Food Well Alliance Volunteer Pop Up Group  
 October 11, 2025        Fourth Annual "Faith and Blue" Workday  
 October 21, 2025        Food Well Alliance Volunteer Pop Up Group

## RECENT ACCOMPLISHMENTS

1. Partnership With Rooted in Solutions for Free Soil Sampling Services
2. Best Year for Butterflies Throughout Site (See Front Cover)

### 3. Provided Opportunities for Volunteers to Experience Bee Hive Inspections



### 4. MG Heather James Weeded and Tidied Up Planters at Entrance to VFW Park

## IMMEDIATE NEEDS FROM CITY

1. Handicap Accessibility to Garden and Bathrooms—Problems Persist
2. Resume Pruning and Cleanup of Limbs and Debris Along Fence Lines
3. Remedy Drainage Problem Along Gordon Street and Entrance to Community Garden
4. Removal of Mulch, Wood Chips and Weed Piles from Stalls
5. New Supply of Compost and Wood Chips in Stalls for Use Onsite
6. Additional Compost Needed for Herb Garden to Reduce Flooding

## MEDIA EVENTS

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

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

Third Annual Faith and Blue Event at SMCG on City Of Stone Mountain Website  
[https://www.stonemountaincity.org/news\\_detail\\_T3\\_R356.php](https://www.stonemountaincity.org/news_detail_T3_R356.php)

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF STONE MOUNTAIN POLICE  
ACTIVITY STATISTICS July 1-2025 -  
July 31-2025

ACTIVITY	DAY A-SHIFT	DAY B-SHIFT	MORNING C-SHIFT	MORNING D-SHIFT	TOTALS
Calls	48	53	32	24	157
Arrests	6	2	7	7	22
Citations	18	51	54	73	196
Warning Citations	12	38	12	52	114
DUI	0	0	0	2	2
VGCSA	0	0	1	0	0
Parking Citations	5	0	13	0	18
<b>TOTALS</b>	<b>89</b>	<b>144</b>	<b>119</b>	<b>156</b>	<b>508</b>
Incident Reports	157			Domestic 18 Accident 11	



# ADMINISTRATIVE TASKS

Item # 2.

## Business License



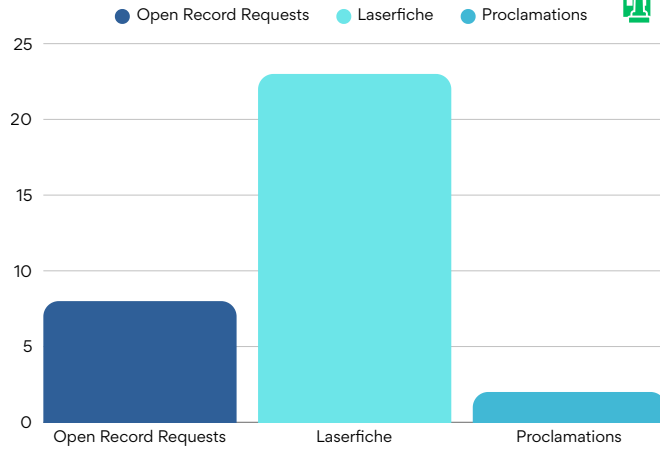
5

0 Renewed, 5 New

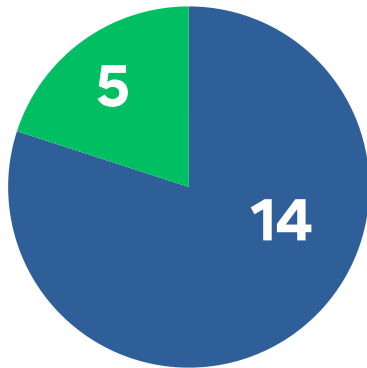
60

Delinquent notices mailed

## City Clerk



## Permits



■ Residential  
■ Commercial

## Police Records



Open Record Requests

42

Law Enforcement/Military/Security  
Clearance Pre-Employment  
Records Checks

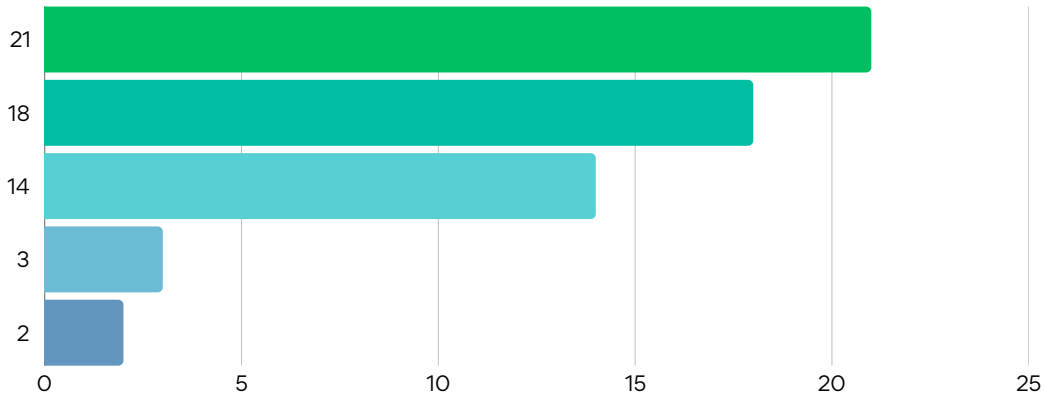
26

Records and Media provided to  
prosecutors for criminal court  
cases

27

## Code Compliance

● Issues Addressed ● Warnings Issued ● Compliance Met  
● Court Summons Issued ● Court Cases Reset





# Operations Report

**Presented by: Interim City  
Manager, Maggie Dimov**

**Time Period:  
August 1st-15th, 2025**

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

## City Personnel

- City of Stone Mountain: Employee of the Month (June 2025)

We are proud to recognize Kimberly Clarke, the City of Stone Mountain's Communications Specialist, as Employee of the Month for May 2025.

Kimberly has been doing a phenomenal job managing the city's communications. She consistently prepares a wide variety of flyers and informational materials that keep our residents informed about events, updates, and ongoing projects. Her dedication to clear, timely, and effective communication has significantly improved community engagement and awareness. We are grateful to have Kimberly on our team and celebrate her valuable contributions to the City of Stone Mountain.

- City of Stone Mountain – Employee of the Month (July 2025)

We are proud to recognize Jason Jones, Public Works Laborer, as the Employee of the Month for July 2025.

Jason has been a valued member of the Public Works Department for the past two years. He is known for his strong work ethic, dedication to the community, and dependable support of his team. Whether he's leading projects or stepping in to assist wherever needed, Jason consistently goes above and beyond to ensure the city runs smoothly.

His commitment, teamwork, and leadership make him a key asset to the City of Stone Mountain. We're proud to have Jason on our team!

## City Clerk

**Department Head: Shavala Ames, City Clerk**

### Laserfiche

- Scanned 23 new files into the shared drive. This project is ongoing.

### JustFOIA

- Processed (5) open record requests for the Office of the City Clerk.
- Routed (21) open record requests to various departments for submittal.
- \$104.22 collected in ORR Revenue through online portal

### Occupation Taxes/Alcohol Licenses

- (5) - new business license
- (60) – notices mailed regarding failure to renew business license

### Elections

- Election Qualifying Packet was Published to City Website, and paper copies are available for pick up at City Hall.

## Code Enforcement

**Department Head: T.D. Johnson, Code Enforcement Officer**

- Code Issues addressed: 21 (Grass and weeds; junk vehicles; prohibited signage; building permit matters; prohibited tree removal and others).
- W/N Issued: 18 / Compliance Met: 14 (Grass and weeds; junk vehicles, open storage/debris; miscellaneous).
- Court Date: Aug 28, 2025; Total Court Cases Scheduled: 27

# Economic Development

**Department Head: Maggie Dimov, Economic Development Director**

- Economic Development Update: Commercial Loan Program Development

The City of Stone Mountain's Economic Development Director is currently assisting the Downtown Development Authority (DDA) with the creation of guidelines for a new Commercial Loan Program aimed at supporting both new and existing businesses.

This upcoming program is intended to help businesses with projects related to construction needs, including plumbing, electrical work, renovations, and other eligible improvements that enhance commercial spaces within the city.

By offering financial assistance through structured loan support, the DDA aims to encourage business growth, improve commercial properties, and promote long-term investment in Stone Mountain's business community.

The Economic Development Director and DDA are working together to ensure that the program is accessible, impactful, and aligned with the city's broader economic goals. More information on the program, including eligibility and application details, will be released once guidelines are finalized.

## Capital Projects

- The City is in the process of finalizing the agreement with the developer and processing permits. Council approved their bid during the regular session on July 1st, for the total amount of \$513,184.00. Project start estimated date: originally planned for August 2025, to be rescheduled to September 2025.
- SPLOST Street Paving project: The street paving project is actively progressing. Resurfacing has been completed on VFW Drive, Leon Street, Veal Street, and S. Pablo. The next streets will be North Rockborough, West Rockborough, and East Rockborough. The City continues to monitor the project closely to ensure timely and high-quality completion of all scheduled improvements.
- VFW: The City received the proposed agreement with DeKalb County. The Stone Mountain VFW Park improvement project will consist of the renovation of the facility as well as the installation of a pavilion with lawn, new parking, and drainage improvements.

Community Development Block Grant funds in the amount of \$300,000 shall be used by the City of Stone Mountain for services related to park improvements at V.F.W. Park. Funds will be reimbursed to the City upon receipt and approval by the Community Development Department of the necessary documentation to support expenditures.

## Public Works

**Department Head: Johnnathen Egglestone**

- See Click Fix Tickets: A total of 8 tickets were submitted for the month of July, related to potholes, fences & obstructing view, sidewalk repair, and complaints for high grass.
- Public Bathrooms: The update of all the bathrooms has begun. We are in the process of painting and installing new toilet paper dispensers. The roof at the Caboose restrooms is leaking and will be repaired.
- City Hall Generator: The generator at City Hall has been successfully installed. A planned power shut-off is scheduled for August 20th to conduct testing and ensure the generator is fully operational. This test has been coordinated and communicated with Georgia Power to minimize any disruptions and ensure a smooth process.
- Kaboom Project: Public Works is actively involved in the site preparation process and is currently handling several key logistical tasks: Ground Leveling (contact was made today with Kissberg regarding the leveling of the project site); arrangements are being made for the placement and subsequent removal of a dumpster to manage project waste. The necessary tools for the build will be rented and scheduled for pick-up around the same time the Conex container is delivered. Public Works will also be addressing a damaged section of the wall on-site. The area in need of repair involves stucco, and once patched, the team will proceed with priming the entire wall in preparation for the project activities.
- Mowing/Trimming: Public Works continued to trim all parks, R.O.W.s, and public spaces.

## Storm Water

**Department Head: Mike Vasquez, Stormwater Administrator**

- Significant progress has been made in addressing structural and environmental concerns at the 4th Street Pond site. The following actions have been completed: shrubs located on and around the pond were removed to allow for safer access and reduce root intrusion into stormwater systems. Infrastructure Sealing: leaking stormwater structures located above the pond have been successfully sealed to prevent further erosion and subsurface water intrusions.
- Pre-Application Meeting – 6804 Memorial Drive: A pre-application meeting has been held to review Land Disturbance Permit (LDP) requirements for the upcoming project at 6804 Memorial Drive. Coordination with relevant departments is ongoing.

## Special Events

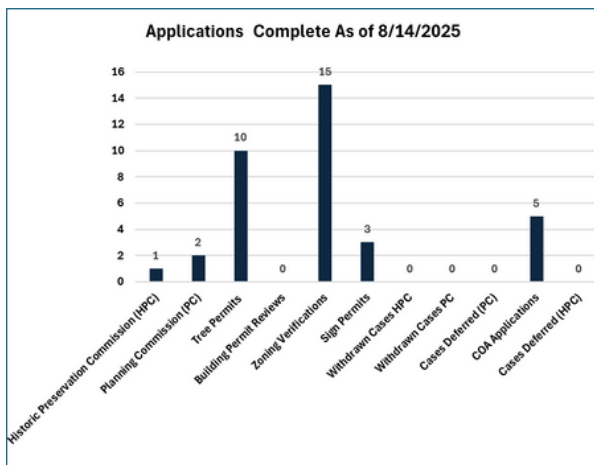
**Department Head: Tiffany Christophe, Special Events Manager**

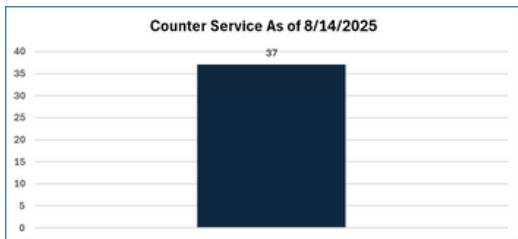
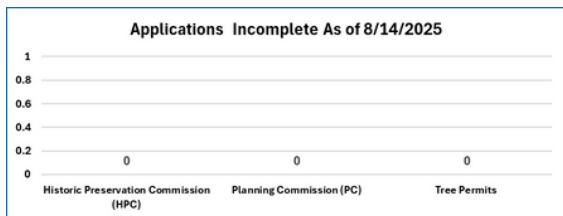
- Hosted Events: August 16 - Music Festival
- Upcoming Events: September 20 - Caribbean Festival
- Free Smoke Alarm Program Coming to Stone Mountain: The DeKalb County Fire & Rescue team is partnering with our City Council members to bring this life-saving program right here to Stone Mountain! The program includes: FREE installation of smoke alarms (and combination smoke/carbon monoxide detectors when needed) for eligible residents. Event targeted date: August 27th.

## Planning Manager

**Department Head: Tamaya Huff, Planning Manager**

- **Planning and Development completed cases for the period 08/01 to 08/14: 73**

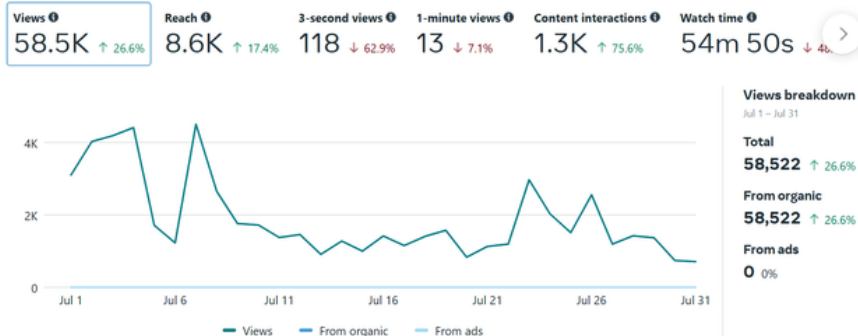




## Communications

Department Head: Kimberly Clarke, Communications Specialist

- Report: July 2025



Top content by views

Item # 1.

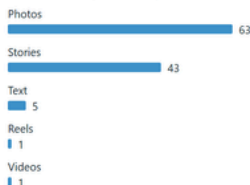


Top content formats

Export

Published content

Based on up to 200 pieces of content  
+39.5% vs. Jun 14, 2025 - Jul 14, 2025



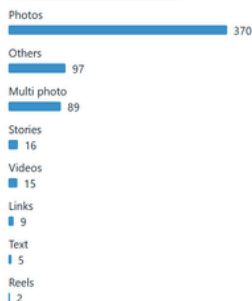
Views

-36.5% vs. Jun 14, 2025 - Jul 14, 2025



Content interactions

-52.3% vs. Jun 14, 2025 - Jul 14, 2025





## ***Agenda Item***

**Meeting Date: August 19, 2025**

---

### **SUBJECT: Approval of Consultant Selection for Finance and Accounting Services**

---

**Item:** Discussion /Action Item

**Department:** City Manager's Office

**Fiscal Impact:** \$/ Funding Source: General Fund / Professional Services

**Presented By:** Maggie Dimov, Interim City Manager

#### **Summary:**

The City of Stone Mountain recently solicited and gathered quotes from professional consulting companies to provide comprehensive finance and accounting services. This effort is part of the City's ongoing commitment to ensuring accurate financial management, regulatory compliance, and support for strategic decision-making.

The scope of services requested includes, but is not limited to:

- Monthly and fiscal year-end financial reporting
- Trial balance analysis and general ledger reconciliation
- Capital project reporting and fixed asset accounting
- Coordination of annual closing processes
- Support for audit preparation and budgeting
- Attendance at meetings as needed
- Financial analysis and technical assistance

Multiple qualified firms responded to the request, each offering a range of experience and qualifications tailored to meet the City's operational and reporting needs.

According to the City of Stone Mountain Purchasing Policy / Procedures for Procurement for Professional Services: *"Mayor and Council may appoint vendors for professional services annually based upon qualifications and experience of the respective vendors"*.

---

**Requested Action:** Staff recommendation to Council is to approve the proposed vendor.



## ***Agenda Item***

**Meeting Date: August 19, 2025**

---

**SUBJECT: Subrecipient Agreement with DeKalb County regarding VFW**

---

**Item:** Discussion /Action Item

**Department:** Public Works / Capital Projects

**Fiscal Impact:** \$300,00.00 / Funding Source: DeKalb Community Development Block Grant

**Presented By:** Maggie Dimov, Interim City Manager

### **Project Scope:**

- On July 9, 2024, DeKalb County's Governing Authority approved the 2024-2028 Consolidated Plan, which included this allocation of CDBG funds to the SUBRECIPIENT for the project at VFW park.
- On April 22, 2025, DeKalb County's Governing Authority approved the contract for the City of Stone Mountain VFW Park Improvement project for an amount not to exceed \$300,000.00
- The City received the proposed agreement with DeKalb County. The Stone Mountain VFW Park improvement project will consist of the renovation of the facility as well as the installation of a pavilion with lawn, new parking, and drainage improvements.
- Community Development Block Grant funds in the amount of \$300,000 shall be used by the City of Stone Mountain for services related to park improvements at V.F.W. Park. Funds will be reimbursed to the CITY upon receipt and approval by Community Development Department of the necessary documentation to support expend.

**Attachments/Exhibits:** Subrecipient Agreement with DeKalb County

---

**Requested Action:** Staff recommendation to Council is to approve the Subrecipient Agreement between DeKalb County, Georgia and City of Stone Mountain.

**SUBRECIPIENT AGREEMENT  
BETWEEN DEKALB COUNTY, GEORGIA AND CITY OF STONE MOUNTAIN  
Community Development Block Grant Program (“CDBG”)  
[non-acquisition]**

This Subrecipient Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the “COUNTY”) and the City of Stone Mountain, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter sometimes referred to as “SUBRECIPIENT”).

**WITNESSETH:**

WHEREAS, DeKalb County, Georgia has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (“HCD Act”), Public Law 93-383, from the Community Development Block Grant Program (“CDBG”) and desires to provide CDBG funds to the SUBRECIPIENT to assist in utilizing the funds; and

WHEREAS, DeKalb County, Georgia and the SUBRECIPIENT have an existing Cooperation Agreement related to CDBG and on July 9, 2024, DeKalb County’s Governing Authority approved the 2024-2028 Consolidated Plan, which included this allocation of CDBG funds to the SUBRECIPIENT for the activities described herein ; and

WHEREAS, on April 22, 2025, DeKalb County’s Governing Authority approved the contract for the City of Stone Mountain VFW Park Improvement project for an amount not to exceed \$300,000.00; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**I.**

This CONTRACT shall begin upon full execution and end on May 31, 2026 unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the SUBRECIPIENT in accordance with the terms of this CONTRACT. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that SUBRECIPIENT has control of CDBG funds or other program assets, including program income.

## II.

The SUBRECIPIENT agrees to perform the renovation of the V.F.W. Park located at 888 Gordon Street and comply with scope of work and the requirements stated on Exhibit A, which is attached hereto and by reference made a part hereof.

## III.

The SUBRECIPIENT agrees to submit a budget acceptable to the COUNTY showing the planned expenditure of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with applicable laws, regulations and executive orders, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof.

## IV.

The COUNTY designates the Director of DeKalb County Community Development Department as its point of contact, coordinator, and liaison person with SUBRECIPIENT in the execution of the terms of this CONTRACT.

## V.

The COUNTY agrees that it will disburse to the SUBRECIPIENT an amount not to exceed **THREE HUNDRED THOUSAND AND 00/100<sup>THS</sup> Dollars (\$300,000.00)** from the Community Development Block Grant Program (CDBG) funds. If the COUNTY receives any reduction in the CDBG funding during the life of this CONTRACT, the total cap paid under this CONTRACT shall automatically be reduced by the same percentage of reduction for the same period. However, in calculating the percentage of reduction to be applied to the total cap paid under this CONTRACT, the parties shall not use a time period exceeding one (1) fiscal year.

Any disbursements will be made upon receipt of proper invoice submitted to and approved by the Community Development Director after performance of the services or after an eligible expense is incurred, not in advance.

## VI.

The SUBRECIPIENT shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY. The SUBRECIPIENT shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims,

litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of the SUBRECIPIENT, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The SUBRECIPIENT expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

## VII.

The SUBRECIPIENT shall furnish the following along with contract documents sent to the COUNTY for execution.

- A. Certificate(s) of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:
  - 1. Statutory Worker's Compensation Insurance, or proof that the SUBRECIPIENT is not required to provide such coverage under state law;
  - 2. Commercial Liability Insurance covering all operations and automobiles:
    - a. With limit of \$300,000 each occurrence for bodily injury -- general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence -- automobile liability coverage.
    - b. With limit of \$100,000 Property Damage each occurrence -- general liability coverage and automobile liability coverage.
- B. Certificate(s) of Insurance must be executed in accordance with the following provisions:
  - 1. Certificate(s) to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;
  - 2. Certificate(s) to contain the locations and operations to which the insurance applies;
  - 3. Certificate(s) to contain the SUBRECIPIENT'S protective coverage for any Subcontractor's operations;

4. Certificate(s) to contain the SUBRECIPIENT'S contractual insurance coverage;
  5. Certificate(s) to be **issued** to:  
DeKalb County, Georgia  
The Maloof Center, Purchasing & Contracting  
1300 Commerce Drive  
Decatur, Georgia 30030
- C. The SUBRECIPIENT shall be wholly responsible for securing certificate(s) of insurance coverage as set forth above for all Subcontractors who are engaged in this work.
- D. The SUBRECIPIENT agrees to carry statutory Worker's Compensation Insurance and to have all Subcontractors likewise carry statutory Worker's Compensation Insurance or provide proof that such coverage is not required under state law.

### VIII.

Precedent to the execution of this CONTRACT and before the starting of any work, the SUBRECIPIENT shall furnish to the COUNTY a Certificate of Insurance covering its Fidelity Bond in at least the total amount of this CONTRACT. Surety Company shall be acceptable to the COUNTY and licensed to do business in the State of Georgia.

### IX.

The SUBRECIPIENT shall comply with all federal laws and regulations governing the use of CDBG funds specifically including, without limitation, those requirements set forth in Subpart K of 24 CFR Part 570, 24 CFR 570.502, the requirements set forth in Exhibit E, CDBG Addendum, attached hereto and incorporated herein by reference, the circulars governing the program including Office of Management and Budget Circular Nos. A-110 and A-122, and other regulations that may be promulgated by the federal government, including applicable Executive Orders. The SUBRECIPIENT does not assume the COUNTY'S environmental responsibilities described at Section 570.604 nor the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Further, in accordance with the provisions of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs;

Final Rule and Notice, the SUBRECIPIENT will comply with the regulations as they relate to activities that involve the acquisition of real property or the displacement of persons, or businesses including displacement caused by rehabilitation and demolition activities. The SUBRECIPIENT will obtain approval from the COUNTY prior to initiating any such activities.

### **X.**

If any program income is received by the SUBRECIPIENT, it shall be returned to the COUNTY within thirty (30) days of its receipt. Any program income on hand when the CONTRACT expires, or received after the CONTRACT'S expiration, shall be paid to the COUNTY as required by 24 CFR § 570.503(b)(8). Upon expiration of this CONTRACT, the SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

- (i) Used to meet one of the national objectives in 24 CFR § 570.503(b)(8) (formerly Section 570.901) until five years after expiration of the CONTRACT; or
- (ii) The SUBRECIPIENT shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property.

During the term of this CONTRACT and until five years after the expiration of the CONTRACT, the SUBRECIPIENT shall not change the planned use of the property improved with CDBG funds, including the beneficiaries of such use, unless specific written approval from the COUNTY is provided in advance of the change.

### **XI.**

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

## XII.

Notwithstanding any other CONTRACT provision, the COUNTY may **unilaterally** terminate this CONTRACT at any time, in whole or in part, with or without cause. The COUNTY will terminate by delivering to the SUBRECIPIENT a Notice of Termination specifying the terms, extent, and effective date of termination. The effective date of termination shall be at least thirty (30) days after the date of the Notice of Termination. Additionally, in accordance with 24 CFR 85.43, suspension or termination of the CONTRACT may occur if the SUBRECIPIENT materially fails to comply with any term of this CONTRACT, and the CONTRACT may be terminated for convenience in accordance with 24 CFR 85.44.

The SUBRECIPIENT may terminate the CONTRACT only upon written approval from the COUNTY. The SUBRECIPIENT must provide the COUNTY with a written thirty (30) day notice of intent to terminate.

If the CONTRACT is terminated as provided herein, and if any funds have been expended by the COUNTY in accordance with this CONTRACT, the COUNTY will provide the SUBRECIPIENT a written termination plan that identifies any funds that must be paid back to the COUNTY and any written obligations which must be satisfied by the SUBRECIPIENT pursuant to the CONTRACT prior to termination of the CONTRACT. The specific requirements of the termination plan shall be in accordance with this CONTRACT and shall be at the sole discretion of the COUNTY.

## XIII.

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

SUBRECIPIENT

City of Stone Mountain  
875 Main Street  
Stone Mountain, GA 30083

COUNTY

DeKalb County, Georgia  
The Maloof Center, Purchasing & Contracting  
1300 Commerce Drive  
Decatur, Georgia 30030

## XIV.

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the SUBRECIPIENT any status under this CONTRACT other than that of an independent contractor.

**XV.**

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

**XVI.**

The SUBRECIPIENT agrees that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled and defined by and under the laws of the State of Georgia.

**XVII.**

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the contractor, subcontractor(s), and sub-subcontractor(s), as that term is defined by state law, register, and participate in the Federal Work Authorization Program to verify specific information on all new employees. SUBRECIPIENT certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. SUBRECIPIENT agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Exhibit C. SUBRECIPIENT agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, SUBRECIPIENT will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit D. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term.

**XVIII.**

In the event any provision of this CONTRACT is held to be unenforceable for any reason, the remainder of the CONTRACT shall be in full force and effect and enforceable in accordance with its terms.

**XIX.**

SUBRECIPIENT acknowledges that the COUNTY is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and considers all information submitted as part of the CONTRACT to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, unless a court order is presented with the relevant record, or the relevant record is exempt from disclosure pursuant to O.C.G.A. § 50-18-72.

**XX.**

The following exhibits attached hereto and incorporated herein form an essential part of the Agreement: Exhibit A, Scope of Work; Exhibit B, Budget; Exhibit C: Contractor Affidavit; Exhibit D: Subcontractor Affidavit and Exhibit E, CDBG Addendum. To the extent that any term or condition of this Agreement conflicts with Exhibit E, the CDBG Addendum, the terms of Exhibit E shall govern. The certifications attached to Exhibit E must be fully completed by SUBRECIPIENT.

**[Signatures on following page]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, the day and date hereinabove written.

**CITY OF STONE MOUNTAIN**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Signature

Beverly Jones  
Name (Typed or Printed)

Mayor  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
LORRAINE COCHRAN-JOHNSON  
Chief Executive Officer  
DeKalb County, Georgia

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature  
Shavala Ames  
Name (Typed or Printed)

City Clerk  
Title

\_\_\_\_\_  
BARBARA H. SANDERS-NORWOOD, CMC, CCC  
Clerk of the Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Allen Mitchell, Department Director

\_\_\_\_\_  
Assistant County Attorney Signature  
DeKalb County Law Department

## CERTIFICATE OF CORPORATE RESOLUTION

I, Shavala Ames, certify the following:

That I am the appointed and authorized City Clerk of the City of Stone Mountain (hereinafter referred to as the “CITY”), a municipal corporation duly and legally created by the General Assembly of the State of Georgia,

That said CITY has, through lawful resolution of the City Council of the CITY, duly authorized and directed Beverly Jones, in his/her official capacity as Mayor of the CITY, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

**The purpose of this project is to provide funding in the amount of \$300,000.00 for gap funding for park improvements at VFW Park, located at 888 Gordon Street, Stone Mountain. The park improvements will include a new pavilion, walking path, natural play area, drainage and landscaping.**

That the foregoing Resolution of the City Council has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

**IN WITNESS WHEREOF**, I have set my hand and corporate seal.

This the day \_\_\_\_\_ of \_\_\_\_\_, 2025.

\_\_\_\_\_(CORPORATE SEAL)  
City Clerk

**City of Stone Mountain, Georgia  
VFW Park Renovation Project**

**Exhibit A**

**Statement of Services**

The City of Stone Mountain, Georgia (hereafter known as the "CITY") agrees to make improvements to V.F.W. Park located at 888 Gordon Street, Stone Mountain, GA 30083. The CITY will renovate the park to include the addition of a pavilion with a lawn, a natural play area, with new trees and shrubs, new parking areas, and much needed drainage for stormwater and irrigation improvements. All improvement will be ADA accessible, making it more accessible to individuals with disabilities. The renovation of project shall include, but not be limited to the:

- Installation of a 30x80 pavilion with lawn
- Installation of natural play area with play structure
- Installation of an earth/mulch walking path (approximately 1,250 linear feet)
- Concrete apron for secondary entrance and new Parking Area
- Fieldstone entryway and fence for community garden
- Drainage, stormwater and irrigation improvements

The CITY further agrees to comply with the terms outlined in items 1 through 10 and to maintain the necessary documentation. The City will submit the information set forth below to the Community Development Department Director for approval prior to action, implementation, or reimbursement for related services.

1. The City's Procurement Plan that specifically outlines the procedures to be followed in the bid solicitation process and in the selection of the winning bidder. The project must be publicly advertised under a sealed bid process and the bidding process must be open and competitive. Should the bid be awarded on any criteria other than lowest bid, a definition of those criteria should be provided. The negotiation process to be followed in the event all responsive bids come in higher than estimated should also be outlined in this Plan. This must be submitted prior to soliciting bids. Construction bid documents must be approved prior to advertising.
2. A complete copy of the bid package to be provided to prospective bidders must be submitted prior to soliciting bids. The Community Development Department will provide copies of required Davis-Bacon materials, Section 3 requirements, and other federal requirements to be incorporated into the bid package.
3. The names of all contractors and subcontractors that submitted bids and were recommended for award of the construction services contract. The selected

contractor must not be on HUD's List of Parties Excluded from Federal Procurement or Non-procurement Programs. This must be submitted prior to entering into any contracts with the successful bidders. Eligibility verification should be made at <https://www.epls.gov>.

4. A copy of the proposed contract for construction services which outlines all services to be rendered, schedules for completion, and estimated costs within approved budget to complete the project for review prior to execution.
5. A copy of the executed contract for construction services with contract specifications to the Community Development Department.
6. Any proposed contract amendments or change orders affecting the scope or cost of the work to be performed that exceeds the pre-approved budget, which includes CDBG funds, shall be the responsibility of the CITY. Community Development Department will not be responsible for costs in excess of the approved contract amount.
7. The CITY shall agree to maintain the community park and adjacent park amenities in a manner that complies with all Federal, State, City, and County codes for a minimum of ten (10) years utilizing non-CDBG resources.
8. Provide reports on all CITY activities related to this contract as requested by the Community Development Director. A copy of all final executed contracts, agreements, and change orders, and documentation of all expenses relating to the use of Community Development Block Grant funds shall be submitted with the request for reimbursement.
9. On a monthly basis, provide the Section 3 Reporting Form (HUD 60002) describing all activities undertaken by the Agency to address the Section 3 guidelines. This narrative should identify any new hires and/or individuals trained at the City who meet the definition of a Section 3 resident. A Section 3 resident is defined as a public housing resident or a low- or very low-income resident of the County. The format to be used is attached to this Exhibit A.
10. Provide as requested any additional reports or information necessary to meet project requirements as determined and requested by the Community Development Department.

If the CITY fails to comply with this requirement, the CITY agrees to reimburse all Community Development Block Grant funds or an amount proportional to the time of noncompliance as solely determined by the County.

**City of Stone Mountain  
V.F.W. Park Improvement  
Budget Summary  
Exhibit B**

**Cost Category****Budget**

The Stone Mountain VFW Park improvement project will consist of the renovation of the facility as well as the installation of a pavilion with lawn, new parking, and drainage improvements.

\$300,000

**Total**

**\$300,000**

Community Development Block Grant funds in the amount of \$300,000 shall be used by the City of Stone Mountain for services related to park improvements at V.F.W. Park. Funds will be reimbursed to the CITY upon receipt and approval by Community Development Department of the necessary documentation to support expend.

**Exhibit C****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 CITY which is contracting with DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\*<sup>11</sup> [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08<sup>2</sup> or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
Employment Eligibility Verification Program (EEV)/  
Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
55412  
DeKalb County EEV Basic Pilot  
Program\* User Identification  
Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

<sup>2</sup> See, O.C.G.A. § 13-10-90; O.C.G.A. § 13-10-91; Rules of Georgia Department of Labor, “Georgia Security and Immigration Compliance Act” of 2006; Rule 300-10-1-07, and Rule 300-10-1-.08.

**Exhibit D****SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

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 CITY which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Name of Contractor) on behalf of DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\*2 [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

\_\_\_\_\_  
Employment Eligibility Verification Program (EEV)/  
Basic Pilot Program\* User Identification Number

55412  
\_\_\_\_\_  
DeKalb County EEV Basic Pilot  
Program\* User Identification  
Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_, 2025

Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**Exhibit E**  
**DeKalb County – CDBG Subrecipient Agreement Addendum**

**Notice:** DeKalb County, Georgia (“Grantee”) has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (“HCD Act”), Public Law 93-383, from the Community Development Block Grant Program (“CDBG”) and desires to provide CDBG funds to the City of Stone Mountain (hereinafter, “Subrecipient”) as a subrecipient pursuant to the Contract to which this Addendum is attached (“the Contract” or “the Agreement”).

Subrecipient certifies that the activities carried out under this Agreement meets one of the CDBG program’s National Objectives and has been explicitly informed and understands that the following apply to the execution and performance of all parts of the Contract:

**A. Financial Management**

**1. Accounting Standards**

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Subrecipient must have a financial management system that meets Federal standards as described in 2 CFR 200.302.

**2. Cost Principles**

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record Keeping**

**1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under the Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; Financial records as required by 24 CFR 570.502, and 2 CFR 200;

- f. Other records necessary to document compliance with Subpart K of 24 CFR 570; and
- g. Records related to client data demonstrating client eligibility for services provided, including, but not limited to, client name, address, income level or other basis for determining eligibility along with description of service provided.

1. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited applicable state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 2. Retention and Access to Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated in the Contract, including this Exhibit E.

## 3. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

## 4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure

of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

#### C. Procurement and Travel

##### 1. OMB Standards

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

##### 2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

#### D. Civil Rights

##### 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

##### 2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

##### 3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

##### 4. Women and Minority-Owned Businesses (W/MBE) and Local Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract as required by 2 CFR 200.321. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In accordance with Section 3 of the Housing and Community Development Act of 1968, Subrecipient will make reasonable efforts to award contracts for construction-related work to eligible business concerns, as defined by 24 CFR Part 75, located in or owned by residents of the target area.

#### 5. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 6. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 7. Subcontract Provisions

The Subrecipient will include the provisions of Paragraph D. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### E. Employment Restrictions

#### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

#### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

#### 3. "Section 3" Clause

##### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and

orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

F. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or

other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

## 2. Subcontracts

### a. Monitoring

The Subrecipient will monitor all subcontracted services contemplated in Exhibit A on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

### b. Content

The Subrecipient shall cause the relevant provisions of this Exhibit E to be included in and made a part of any subcontract executed in the performance of this Agreement.

### c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all

subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

## 3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

## 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered

person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## 7. Acknowledgement of CDBG funding

The Subrecipient shall insure recognition of the role of the Grantee in carrying out the activities authorized pursuant to the Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## G. Environmental Conditions

### 1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

### 2. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### 3. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### 4. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

## H. Reporting and Program Income

### 1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract, if applicable. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury

and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

## 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

## 3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

## I. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

## J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to

displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences. Subrecipient shall obtain approval from Grantee prior to initiating any such activities.

#### K. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### L. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**CERTIFICATION REGARDING LOBBYING**  
**(31 CFR Part 21 – New Restrictions on Lobbying)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
 Name of Subrecipient

\_\_\_\_\_  
 Signature of Subrecipient's Authorized Official

\_\_\_\_\_  
 (Print name and title of person signing above)

Date: \_\_\_\_\_

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. Subrecipient certifies to the best of its knowledge and belief, that it and its principles:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation to this Certification.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

\_\_\_\_\_  
Name of Subrecipient

\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

\_\_\_\_\_  
(Print name and title of person signing above)

Date: \_\_\_\_\_

**Exhibit F**

*Item # 2.*

**Davis Bacon Wage Rates**

Superseded General Decision Number: GA20240291

State: Georgia

Construction Type: Heavy

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Coweta, Dawson, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

#### HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

SUGA2017-006 04/15/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 19.99	0.00
CARPENTER, Excludes Form Work....	\$ 21.64	3.90
CEMENT MASON/CONCRETE FINISHER...	\$ 19.02	3.29
ELECTRICIAN.....	\$ 28.39	9.15
LABORER: Common or General.....	\$ 13.98 **	1.38
LABORER: Pipelayer.....	\$ 17.11 **	3.23
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.17	4.70
OPERATOR: Bulldozer.....	\$ 16.29 **	0.00
OPERATOR: Crane.....	\$ 25.45	0.00
OPERATOR: Loader.....	\$ 17.86	0.65
OPERATOR: Roller.....	\$ 11.89 **	0.00
PIPEFITTER.....	\$ 24.72	13.82
-----		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====  
END OF GENERAL DECISION"

## [CITY LETTERHEAD]

---

*August 5, 2025 Official City Council Inquiry*

## SUBPOENA FOR PRODUCTION OF DOCUMENTS

To: Truist Bank  
 c/o Jenna C. Bost, Senior Vice President  
 Senior Associate General Counsel, Truist Legal Department  
 110 South Stratford Road, 4th Floor  
 Winston-Salem, NC 27104  
 Mail Code 001.91.04.75  
[jenna.bost@truist.com](mailto:jenna.bost@truist.com)

BE ADVISED that on August 5, 2025, pursuant to Section 2.15 of the Charter of the City of Stone Mountain, Georgia, the City Council of Stone Mountain, Georgia opened an official inquiry into various items currently held by Truist Bank.

YOU ARE COMMANDED that, laying all business aside, to produce at the time, date and place set forth below, any and all paper documents, electronically stored documents and information, and/or identified objects, and permit their inspection and/or copying as set forth in Attachment A hereto.

Place: Carothers & Mitchell, LLC      Date and Time: [TBD]  
 1809 Buford Hwy  
 Buford, Georgia 30518

**HEREIN FAIL NOT UNDER PENALTY OF LAW.**

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 City Clerk      OR      \_\_\_\_\_  
    Angela C. Couch  
    Georgia Bar No. 190005  
    City Attorney

## Exhibit A to Subpoena

1. A list of any and all accounts (open or closed) in existence since January 1, 2024 where the City of Stone Mountain, Georgia (“City”) is (was) the account holder.
2. A list of any and all accounts (open or closed) in existence since January 1, 2024 where the Downtown Development Authority of the City of Stone Mountain, Georgia (“DDA”) is (was) the account holder.
3. Copies of any and all checks from any City account that cleared with only one signature for the period of January 1, 2024 to present.
4. Copies of any and all checks from any DDA account that cleared with only one signature for the period of January 1, 2024 to present.
5. Monthly statements for each of the City accounts (open or closed) since January 1, 2024.
6. Monthly statements for each of the DDA accounts (open or closed) since January 1, 2024.
7. A list of any and all security risks and other concerns identified by the Truist Bank Security team since January 1, 2024 regarding any City account.
8. A list of any and all security risks and other concerns identified by the Truist Bank Security team since January 1, 2024 regarding any DDA account.
9. Complete audit logs of all logon credentials used by City personnel, official, or representative since September 1, 2024 regarding internet banking, portal banking, or any and all forms of digital banking.
10. Documents identifying:
  - (a) the individual from Truist who called Mayor Beverly Jones (from out of state) and then flew to Georgia to meet her regarding security concerns about the City and/or DDA accounts in March or April of 2025.

- (b) who was in attendance at the meeting referred to in item 10(a) above.
  - (c) who was in attendance at the meeting between Truist and Mayor Jones when the resolution was signed by Mayor Jones at Truist in March or April of 2025.
11. Any video or audio recordings or footage regarding any meetings, calls, or other communications concerning matters referred to in items 10 (a)-(c) above.
  12. Any and all correspondence sent to any City employee and/or representative since January 1, 2024 regarding any items sought herein.
  13. Any and all correspondence sent to any DDA employee and/or representative since January 1, 2024 regarding any items sought herein.

NOTE: None of the information should be redacted; if any material is redacted, please provide the statutory exemptions relied upon.



## ***Agenda Item***

**Meeting Date: August 19, 2025**

---

**SUBJECT: Rename Mackin Street to William Woodson Morris Street**

---

**Item:** Discussion /Action Item

**Department:** Mayor

**Presented By:** Beverly Jones, Mayor

**Summary:** Mackin Street is located within the city limits of Stone Mountain.

**Project Scope / Renovation needed:**

- Unknown

**Attachments/Exhibits:** quotes received from the following vendors:

- Unknown

---

**Requested Action:** Consideration of request



## ***Agenda Item***

**Meeting Date: August 19, 2025**

---

**SUBJECT: Reallocation of Grant Funds for Stone Mountain Elementary School**

---

**Item:** Discussion /Action Item

**Department:** Mayor

**Presented By:** Beverly Jones, Mayor

**Summary:** Unknown

**Project Scope / Renovation needed:**

- Unknown

**Attachments/Exhibits:**

- Unknown

---

**Requested Action:** Consideration of request

**RESOLUTION 2025-23  
EMPLOYEE BENEFITS PLAN**

**WHEREAS**, the City of Stone Mountain seeks to employ individuals capable of outstanding performance in public service; and

**WHEREAS**, employee benefits are an aide in the recruitment of highly skilled workers; and

**WHEREAS**, medical and dental benefit plans are commonly used by municipalities to attract highly skilled workers;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stone Mountain, Georgia, this **19th day of August 2025**, as follows:

1. that the medical insurance plan known as the **Cigna Open Access** Plan is the official, base medical benefits plan for the City of Stone Mountain effective **April 1, 2025**;
2. that the City will pay one hundred percent (100%) of the base plan premium for eligible employees electing to participate in the official, base medical benefits plan;
3. that the City of Stone Mountain will offer the plan known as the **Cigna Open Access** as a buy-up option for eligible employees, with the difference in the employee premium cost for the buy-up plan to be paid by the employee who elects the buy-up plan during the policy year ending **March 31, 2025**;
4. that eligible dependents of the employee may participate in the medical benefits plan provided that fifty percent (50%) of the premium for the dependents is paid by the employee;
5. that the dental insurance plan provided by **Cigna** and known as the **PPO/100/80/50** Plan is the official dental benefits plan for the City of Stone Mountain effective **September 1, 2025**;
6. that the City will pay one hundred percent (100%) of the official dental plan premium for eligible employees electing to participate in the official dental plan;
7. that eligible dependents of the employee in the plan may participate in the dental benefits plan provided that one hundred percent (100%) of the premium is paid by the employee in the plan;
8. that the vision insurance plan provided by **Cigna** and known as **EyeMed** Plan for the City of Stone Mountain.
9. that employees who experience an event qualifying for COBRA continuation coverage and their eligible dependents may participate in the official medical and/or dental plan for a period of eighteen months following the month of termination provided that one hundred percent (100%) of the premium is paid by the COBRA participant;
10. that the life and accidental death and dismemberment (AD&D) insurance policy provided by **UNUM** is the official life and AD&D insurance policy for the City of Stone Mountain;
11. that the City will pay one hundred percent (100%) of the official life and AD&D plan premium for eligible employees;

12. that the City of Stone Mountain will offer the plan known as the Mutual of Omaha as a buy-up option for eligible employees, with the difference in the employee premium cost for the buy-up plan to be paid by the employee who elects the buy-up plan during the policy year ending March 31, 2025;
13. that the short-term disability plan provided by Unum short-term disability plan is the official for the City of Stone Mountain;
14. that the City will pay one hundred percent (100%) of the official short-term disability policy premium for eligible employees;
15. that there is no COBRA continuation coverage option for life and AD&D or short-term disability policy coverage.

By: \_\_\_\_\_  
**Dr. Beverly Jones, Mayor**

ATTEST: \_\_\_\_\_  
**Shavala Ames, City Clerk**

**Approved to form:**

\_\_\_\_\_  
**City Attorney, Angela Couch**

[Affix City Seal]