



## Mayor and City Council Work Session

Tuesday, June 17, 2025 at 6:30 PM

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

## Agenda

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

**Staff: Shawn Edmondson - City Manager | Shavala Ames - City Clerk | Maggie Dimov - Assistant City Manager/Economic Development Director/DDA | 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. **Public Hearing**
  1. Millage Rate Hearing #3
- II. **Adjournment**
- III. **Call to Order**
- IV. **Determination of Quorum**
- V. **Invocation and Pledge**
- VI. **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.*

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

1. Consideration of an action on a request to approve the May 12, 2025 Special Called Meeting Minutes
2. Consideration of an action on a request to approve the May 20, 2025 Meeting Minutes
3. Consideration of an action on a request to approve the May 30, 2025 Special Called Meeting Minutes
4. Consideration of an action on a request to approve June 3, 2025 Meeting Minutes

#### **VIII. Reading of Communications**

#### **IX. Adoption of The Agenda of The Day**

#### **X. Committee Discussion Items**

1. Stone Mountain Community Garden
2. Planning Commission
3. Economic Development/Downtown Development Authority
4. Historic Preservation Commission
5. Parks and Recreation Committee

#### **XI. Staff Reports**

1. Public Safety- Police Chief- James Westerfield Jr

#### **XII. City Manager's Report**

1. City Manager - Shawn Edmondson

#### **XIII. Council Policy Discussion Topics**

#### **XIV. Unfinished Business**

#### **XV. New Business**

1. Consideration of action on a request for the City Manager to ensure that all council members are equally and promptly informed about all matters, request by Council Member Gil Freeman
2. Consideration of an action on a request 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 you have with any and all persons from Truist Bank relating to the above requests, requested by Council Member Gil Freeman
3. Consideration of an action on a request to approve a City of Stone Mountain Community Ambassador Program, requested by Council Member Anita Bass
4. Consideration of an action on a request to approve the purchase of tree lights, requested by Assistant City Manager/Economic Development Director Maggie Dimov
5. Consideration of an action on a request to approve the caboose upgrades, requested by Assistant City Manager/Economic Development Director Maggie Dimov

6. Consideration of an action on a request to approve the digital messaging, requested by Assistant City Manager/Economic Development Director Maggie Dimov

**XVI. New Ordinances and Resolutions**

1. Ordinance 2025-04 - Stone Mountain Parks and Recreation Committee (FIRST READ)
2. Ordinance 2025-05 - Procedures for Removal (FIRST READ)

**XVII. Remarks of Privilege**

**XVIII. Announcements by The Mayor**

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

1. Personnel

**XX. Adjournment**

**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2025**

<b>COUNTY:</b> 002-DEKALB	<b>TAXING JURISDICTION:</b> STONE MOUNTAIN
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**ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

DESCRIPTION	2024 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2025 DIGEST
REAL	226,087,552	2,628,870	4,135,520	232,851,942
PERSONAL	18,830,373		(3,216,272)	15,614,101
MOTOR VEHICLES	600,510		(166,280)	434,230
MOBILE HOMES	570		0	570
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	245,519,005	2,628,870	752,968	248,900,843
EXEMPTIONS	5,530,459	0	269,741	5,800,200
NET DIGEST	239,988,546	2,628,870	483,227	243,100,643
	(PYD)	(RVA)	(NAG)	(CYD)
2024 MILLAGE RATE:	16.000		2025 MILLAGE RATE:	15.827

**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2024 Net Digest	PYD	239,988,546	
Net Value Added-Reassessment of Existing Real Property	RVA	2,628,870	
Other Net Changes to Taxable Digest	NAG	483,227	
2025 Net Digest	CYD	243,100,643	(PYD+RVA+NAG)
2024 Millage Rate	PYM	16.000	PYM
Millage Equivalent of Reassessed Value Added	ME	0.173	(RVA/CYD) * PYM
Rollback Millage Rate for 2025	RR - ROLLBACK RATE	15.827	PYM - ME

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2025 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	15.827
	2025 Millage Rate	15.827
	Percentage Tax Increase	0.00%

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

-----  
Chairman, Board of Tax Assessors

-----  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

-----  
Tax Collector or Tax Commissioner

-----  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2025 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2025 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

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Responsible Party

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Title

-----  
Date



## NOTICE

The **City of Stone Mountain** does hereby announce that the millage rate will be set at a meeting to be held at the  
**875 Main Street Stone Mountain Ga 30083** on **July 1 ,2025** at **6.30 pm** and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the  
following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

Item # 1.

### CURRENT 2025 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

C I T Y  A r e a	CITY WIDE		2020	2021	2022	2023	2024	2025
	V A L U E	Real & Personal	125,902,113	143,162,123	175,792,863	225,211,962	244,917,925	248,466,043
		Motor Vehicles	893,700	757,750	668,340	601,850	600,510	434,230
		Mobile Homes	704	633	633	570	570	570
		Timber - 100%	0	0	0	0	0	0
		Heavy Duty Equipment	0	0	0	0	0	0
		Gross Digest	126,796,517	143,920,506	176,461,836	225,814,382	245,519,005	248,900,843
		Less Exemptions	3,419,836	3,962,174	4,510,024	5,488,988	5,530,459	5,800,200
		<b>NET DIGEST VALUE</b>	<b>123,376,681</b>	<b>139,958,332</b>	<b>171,951,812</b>	<b>220,325,394</b>	<b>239,988,546</b>	<b>243,100,643</b>
	R A T E	Gross Maintenance & Operation Millage	20.0000	17.8180	16.5000	16.0000	16.0000	15.8270
		Less Rollback (Local Option Sales Tax)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
		<b>NET M&amp;O MILLAGE RATE</b>	<b>20.0000</b>	<b>17.8180</b>	<b>16.5000</b>	<b>16.0000</b>	<b>16.0000</b>	<b>15.8270</b>
	TAX	<b>TOTAL M&amp;O TAXES LEVIED</b>	<b>\$2,467,534</b>	<b>\$2,493,778</b>	<b>\$2,837,205</b>	<b>\$3,525,206</b>	<b>\$3,839,817</b>	<b>\$3,847,554</b>
		Net Tax \$ Increase	\$111,471	\$26,244	\$343,427	\$688,001	\$314,610	\$7,737
		Net Tax % Increase	4.73%	1.06%	13.77%	24.25%	8.92%	0.20%



# Mayor and Council Special Called Meeting Minutes

Monday, May 12, 2025 at 6:30 PM

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

## Agenda

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

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

### Call to Order

Mayor Jones called the meeting to order at 6:34 P.M.

### 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

### **ACTION: MOTION TO MOVE TO EXECUTIVE SESSION AT 6:37 P.M.**

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

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

### **MOTION PASSED (UNANIMOUSLY)**

### **ACTION: MOTION TO MOVE TO ADJOURN EXECUTIVE SESSION AT 7:30 P.M.**

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

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

### **MOTION PASSED (UNANIMOUSLY)**

### New Business

1. City Attorney Contract

**ACTION: MOTION TO TERMINATE THE CONTRACT WITH JERRAD AND DAVIS AS THE ATTORNEY OF THE CITY**

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

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

**Voting No:** Council Member: Post 4 Gil Freeman

**MOTION PASSED**

**ACTION: MOTION TO HIRE CAROTHERS AND MITHCELL, LLC AND ASSIGN ANGELA COUCH AS CITY ATTORNEY**

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

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

**Voting No:** Council Member: Post 4 Gil Freeman

**MOTION PASSED**

2. Consideration of an action on a request to draft a resolution regarding elected officials direct communication and interaction with City's banking institution without authorization from City Administration.

City Attorney Angela Couch provided a detailed explanation of the proposed resolution, which outlines formal procedures and clarifies the distribution of authority over the city's bank accounts. She noted that the resolution aims to establish a clear system of checks and balances to prevent any single individual from having unilateral control over municipal funds. If adopted, the resolution will be presented to the city's banking institution as a formal directive to help resolve the current governance concerns surrounding the accounts.

Members of the governing body held an in-depth discussion about the resolution's purpose and implications. It was stated a cyber security risk prompted the updating of the banking accounts. There was a consensus on the importance of transparency and accountability in financial management. It was also emphasized that the involvement of city administration in executing these procedures would not undermine or interfere with the legal authority of elected officials. The resolution is intended to reinforce collaborative oversight while respecting the distinct roles and responsibilities within city leadership. Additionally, disappointment was expressed with the Truist Bank.

City Attorney Couch did state that she did not write the proposed resolution but did have a brief opportunity to review. Additionally, discussion was held regarding checks and balance, ACH transactions and a two-step signature process is in the Stone Mountain Finance Policy. Additional dialogue took place regarding the statement that Truist Bank cyber security reached out due to previous employees still being listed on the City bank accounts and the language on Truist Bank resolutions allows the Mayor authority to make changes.

**ACTION: MOTION ON A REQUEST TO APPROVE RESOLUTION 2025-15 CITY BANK ACCOUNTS**

Motion made by Council Member: Post 2 Marianos, Seconded by Council Member: Post 3 Bass

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

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

**MOTION PASSED**

3. Consideration of an action on a request to review and reaffirm the defined scope of the Mayor's authority as outlined in the City Charter and applicable ordinances and resolutions.

City Manager Edmondson read Section 2.32 Powers and Duties of the Mayor and was discussed. The governing body had an opportunity to elaborate on the powers and duties of the Mayor. No action took place from the discussion.

4. Consideration of an action on a request to authorize an independent investigation of the financial allegations involving the Mayor, in the interest of transparency and public trust.

It was recommended that Mr. Jack Wilson be thoroughly vetted for consideration as an investigator, particularly in light of recent concerns regarding internal vulnerabilities and the need for a credible, experienced professional to support any forthcoming inquiries. As part of the discussion, potential cybersecurity risks were highlighted.

Additionally, the group reviewed alleged concerns raised by the bank regarding outdated account access. Specifically, the bank has requested that individuals no longer employed by the City be formally removed from all municipal financial accounts. This sparked a broader conversation about the importance of implementing a more secure and efficient system for managing account access.

It was also noted that specific financial records related to the City's operations have been formally requested. Discussion was held suggesting the audit should be included in the investigation and the scope should be broadened to review any inconsistencies or potential fraud, and to offer transparency.

**ACTION: MOTION TO BROADEN THE SCOPE OF INVESTIGATOR SERVICES TO INCLUDE OTHER AREAS NOT JUST THE MAYOR**

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

**Voting Yea:** Council Member: Post 4 Freeman, Council Member: Post 5 Bryant

**Voting No:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 6 Crowe

**MOTION FAILED**

**ACTION: MOTION TO REQUEST AUTHORIZATION AN INDEPENDENT INVESTIGATION OF THE FINANCIAL ALLEGATIONS INVOLVING THE MAYOR**

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

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

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

**MOTION PASSED**

5. Discussion: Alternative Investigative Services

City Attorney Couch took this opportunity to introduce herself formally to the community as the new City Attorney. It was mentioned that alternative investigative services will be researched and brought back to the governing body for further consideration.

## Adjournment

### **ACTION: MOTION TO ADJOURN MEETING AT 9:10 P.M.**

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

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

### **MOTION PASSED (UNANIMOUSLY)**

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Dr. Beverly Jones, Mayor

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Shavala Ames, City Clerk



# Mayor and City Council Work Session

Tuesday, May 20, 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 6:30 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 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe, Mayor Beverly Jones

### I. Public Hearing

#### 1. Public Hearing #1 - Millage Rate

City Manager Shawn Edmondson provided a general overview of the millage rate process, offering context on the purpose and significance of setting the annual rate. He outlined the factors influencing the recommendation and emphasized the City's commitment to fiscal responsibility and transparency. Finance Director Adam Kurt followed with a detailed presentation on the financial implications of the millage rate options. He explained the calculated rollback rate of 15.827 mills, which represents the rate that would generate the same amount of revenue as the previous year, excluding the impact of reassessments. He then presented the proposed millage rate of 16.000 mills.

### Public Hearing Comments

**Public Comment 1: Joan Monroe** - \$15.85 is a cut of \$15,000 off the budget; City Manager budget needs to be cut – he does not need 15 assistants for one job; dial it back.

**Public Comment 2: Jelani Linder** - doesn't agree with the rollback, keep the budget the same; budget surplus last year half a million dollars, don't cut us off at the knees; administration built the base for growth; Council needs to strategize on revenue streams, do not depend solely on taxes from residents; focus on diverting revenue streams.

**Public Comment 3: Jodi Norwood** - agrees with the previous citizen comment; the downtown is doing nothing and needs to be cleaned up; find a way to like Tucker and Lawrenceville have; used to have a thriving Main St. so focus on downtown; okay with keeping Millage Rate the same.

**Public Comment 4: Ms. Thomas** - 95% of budget is from the citizens; not getting anything from SPLOST funds; 100k spent on cemetery; 75k on parties; need to cut back in those areas; 6 million generated from taxpayers, go back shrink administration budget; citizens are being robbed.

**Public Comment 5: Kay Nunez** – is for maintaining the Millage Rate; excited about the changes in the city and wants to keep moving forward; tariffs are just growing; also have to budget at home.

**Public Comment 6: Tony Thomas** - rollback Millage Rate but doesn't mean anything; there are 6 council members - only 4 control the city, never a legitimate vote; hijacked by 4 council members and the City Manager; large companies are cutting back, the City Manager doesn't want to cut back; wait to spend money on pet projects; tried everything to dishonor the Mayor by the four council members.

**Public Comment 7: Clint Monroe** - economic situation – in 5 months, we will be in a recession; one person destroy economy by himself; can't treat taxpayers like a personal ATM – it's not time to add new stuff; Millage Rate needs to go lower; consider taxpayers.

**Public Comment 8: Jodi Norwood** - how much is the investigation adding to the deficit; what are the citizens getting out of the budget; lived here for over 30 years and would like to see something done.

## II. Adjournment

### **ACTION: MOTION TO ADJOURN PUBLIC HEARING AT 7:13 P.M.**

Motion made by Mayor Pro Tem: Post 3 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)**

## III. Call to Order

Mayor Jones called the meeting to order at 7:15 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

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

**Citizen Comment 1: Mike Nunly** – mentioned growing concerns of the safety in the city and explained a situation he experienced; respect for officers doing work but need more help; asking for more control of neighborhoods.

**Citizen Comment 2: Ms. Thomas** – agreed with previous comments; increase presence; spoke about the cemetery; should not delete audio recordings without council approval; Clerk said video/audio was deleted; 3/18 minutes need to be corrected.

**Citizen Comment 3: Anthonia** – what progress did we make on zoning; need more police presence; City Manager talked about tariffs but how will that affect us; promised sidewalks 8-9 years ago

**Citizen Comment 4: Joan Monroe** – ran a smear campaign against the mayor; failed 2 audits; investigation needs to be on the city and 4 council members; a felon said Mayor stole, took Council

to ethics board; felon is using Leila Mason; parks cleaned up on Saturday – trashed on Sunday, the City Solicitor was made new City Attorney, stop milking the public; acting above the law.

**Citizen Comment 5: Cheryl Dudley** – attended council meetings the last 2 years and used to be great - 2024 came and it's a lot different; three council members and City Manager decided to attack Mayor, one City Council member went to the media, discussed votes in the city; City has failed audits – don't get how 800k is missing; need investigation of entire City.

**Citizen Comment 6: Denise Phillips** – spoke on DDA banking – Mayor took over DDA bank accounts on April 2<sup>nd</sup>, no documentation of cyber breach.

**Citizen Comment 7: Jelani Lender** – doesn't think its right to throw out allegations; Charter need to be looked at; excited about the mural and positive things in the city; commended staff and council on fire inspections on Main Street and filming ordinance.

**Citizen Comment 8: Kay Nunez** – doesn't agree how the Mayor handled things with banks, did not use chain of command; takes all to move the City forward and team effort; the four to two – work hard to sell the point; may not agree but still respect each other.

**Citizen Comment 9: C. Monroe** – agrees with comments of needing more police patrol on Ridge Avenue; interpret Mayor's actions – high tech lynching to damage her politically; recall petition because it's a waste of time; more energy to focus on audit; auditor did not get any record for fraud, if there is fraud you will never see it; the bank came to the Mayor.

**Citizen Comment 10: Vanessa Walls** – problematic for the Mayor to take over 12 bank accounts – we do have the receipts; make commitment to share findings of the investigation; taxpayers should not have to pay; comments about credit card were made; Mayor filed for unemployment with the City.

**Citizen Comment 11: Gina Cox** – City wide clean-up was wonderful; thanked everyone involved with speed brackets installed on Fourth Street; city cemetery where parents and black/white people are laid, bought plots because it was city property; Klan over there are dead; get back on board with making the entire city look better, it's election time.

## VII. Review of the Journal (City Clerk)

1. Consideration of an action on a request to approve April 7, 2025 Special Called Meeting Minutes, requested by City Clerk Shavala Ames

**ACTION: MOTION TO APPROVE APRIL 7, 2025 SPECIAL CALLED MEETING MINUTES, AS AMENDED**

Motion made by Council Member: Post 6 Teresa Crowe, 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 April 15, 2025 City Council Meeting Minutes, requested by City Clerk Shavala Ames

**ACTION: MOTION TO APPROVE APRIL 15, 2025 CITY COUNCIL MEETING MINUTES, AS AMENDED**

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 May 6, 2025 City Council Meeting Minutes, requested by City Clerk Shavala Ames

**ACTION: MOTION TO APPROVE MAY 6, 2025 CITY COUNCIL MEETING MINUTES, AS AMENDED**

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**

4. Reconsideration of an action on a request to approve March 18, 2025 Meeting Minutes

**ACTION: MOTION TO APPROVE MARCH 18, 2025 SPECIAL CITY COUNCIL MEETING MINUTES, AS AMENDED**

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**

**VIII. Reading of Communications**

**IX. Adoption of The Agenda of The Day**

City Clerk Shavala Ames, requested to add to the agenda Item #1 Consideration of an action of request to Robert Jack Wilson, PC to conduct an investigation on allegations against Mayor Beverly Jones, Item #2 Consideration of an action of request to approve the RFQ for fiscal year 2024 audit services with CKH CPA advisors, requested by Finance Director Adam Kurt, and Item #3 Discussion of the status of the parking lot, requested by Council Member Shawnette Bryant.

**ACTION: MOTION TO APPROVE THE AMENDED AGENDA OF THE DAY**

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 4 Gil Freeman, Post 5, Council Member: Post 6 Teresa Crowe

**MOTION PASSED (UNANIMOUSLY)**

Mayor Beverly Jones took a moment to recognize and commend former city intern Mr. Braxton prior to proceeding with the Committee Discussion Items. She highlighted the valuable contributions he made during his time with the City, noting his dedication to a variety of tasks that significantly supported municipal operations.

## X. Committee Discussion Items

### 1. Stone Mountain Community Garden

Columbus Brown gave details and updates on SMCG as outlined in the provided report.

### 2. Economic Development/Downtown Development Authority – No updates

### 3. Planning Commission – No updates

### 5. Historic Preservation Commission

Elaine Vaughn provided an update on the progress of housing improvements throughout the City, outlining recent work completed on various properties. Additionally, she reported that a meeting was held on April 26th, during which several Certificates of Appropriateness (COAs) were reviewed and approved. Next HPC is May 21<sup>st</sup> and it is open to the public. She also commended the success of the Saturday Clean-Up Event, recognizing the collective effort and community involvement despite the rain and the Red Team filling twenty bags of trash.

### 6. Parks and Recreation Committee

Joan Monroe provided updates on behalf of Rev. Parker, who was unable to attend. She addressed matters related to contracts and records and expressed concern over the City Manager's decision not to produce the records for the \$800,000 designated for handicap-accessible improvements in the parks restrooms. Ms. Monroe further explained that, over the past two years, the committee has faced significant limitations in its efforts, citing a lack of recognition and support from the administration.

## XI. Staff Reports

### 1. Public Safety- Police Chief- James Westerfield Jr.

Police Chief Westerfield gave an overview of activity statistics and crime statistics from January 2025 to April 2025, provided in the agenda packet. Police Chief Westerfield gave recognition to Major Shirlene Parks for her graduations from Northwestern University School Police Staff and Command; City Manager Shawn Edmondson was acknowledged for graduation from University of Georgia certified Public Manager's Program.

### 2. Finance and Budgeting Update - Finance Director Adam Kurt

Finance Director Adam Kurt provided a detailed explanation of the account figures included in the agenda packet, highlighting key areas of financial activity and the notable progress made in recent months. He also addressed ongoing efforts to respond to requests for information regarding wire transfer discrepancies. Following his presentation, several Council Members requested additional clarification, which was subsequently provided by City Manager Shawn Edmondson, who offered further context and insight into the matters discussed.

## XII. City Manager's Report

### 1. City Manager - Shawn Edmondson- Shawn Edmondson, City Manager

It was recommended that Code Enforcement be added to the discussion agenda, as Code Enforcement Officer T.D. Johnson was present. During the discussion, Council Members posed several questions, including whether Officer Johnson operates on a set schedule, and sought updates on

issues such as Hurby Curby placement violations, dilapidated properties, and matters relating to eminent domain.

It was suggested to skip the City Manager's Report out of the respect of time for the remaining agenda items.

The City Manager stated that any resident that has questions regarding any matter, a meeting can be scheduled to discuss as the office is an open door. The City Manager's Report is also available online. It was also stated that soil samples were done as the next step in the process of the parking lot which could take about 3-4 weeks.

**ACTION: MOTION TO NOT DISCUSS THE CITY MANAGER'S REPORT**

Motion made by Council Member Marianos, Seconded by Council Member Crowe

**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**

**XIII. Council Policy Discussion Topics**

**XIV. Unfinished Business**

**XV. New Business**

1. Consideration of an action of request to approve Robert Jack Wilson, PC to conduct an investigation on the allegations against Mayor Beverly Jones regarding city bank accounts, requested by City Attorney Angela Couch

City Attorney Angela Couch provided an overview of the work conducted by Mr. Jack Wilson in his previous experience, including his background and role in the broader investigation efforts. She outlined the scope of his involvement, detailing the specific responsibilities and objectives assigned to him. Additionally, the proposed resolution to authorize continued investigative services was discussed.

**ACTION: MOTION TO APPROVE ROBERT JACK WILSON, PC TO CONDUCT AN INVESTIGATION ON THE ALLEGATIONS AGAINST MAYOR BEVERLY JONES REGARDING CITY BANK ACCOUNTS**

Motion made by Council Member: Post 6 Teresa Crowe, Seconded by Council Member: Post 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**

It was recommended that a list of three qualified attorneys be presented for consideration, allowing for a selection among multiple candidates. Following this recommendation, a substitute motion was introduced to address the proposed change in procedure

**ACTION: MOTION TO SEEK THREE MORE ATTORNEYS FOR THE BANK ACCOUNT INVESTIGATION**

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

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

**Voting Nay:** 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

**MOTION FAILED**

2. Consideration of an action of request to approve the RFQ for fiscal year 2024 audit services with CKH CPA advisors, requested by Finance Director Adam Kurt

City Manager Shawn Edmondson briefly introduced the agenda item, emphasizing the urgency of the matter by noting that the 2024 audit is due by June 30, 2024. He reiterated the critical importance of timely action to ensure compliance with reporting deadlines and to maintain the City's financial accountability.

**ACTION: MOTION TO APPROVE RFQ FOR FISCAL YEAR 2024 AUDIT SERVICES WITH CKH CPA ADVISORS**

Motion made by Council Member: Post 1 Bass, Seconded by Council Member: Post 2 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 5 Shawnette Bryant, Council  
Member: Post 6 Teresa Crowe

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

**MOTION PASSED**

**XVI. New Ordinances and Resolutions**

1. Ordinance No. 2025-02 - Council's Interference with Administration – (SECOND READ)

Members of the governing body emphasized the importance of ensuring that the ordinance applies equally to all individuals, promoting fairness and consistency. In response, Mayor Jones expressed concern that the current language of the ordinance may invite confusion or conflict, and suggested that it be revisited for further review and clarification.

**ACTION: MOTION TO APPROVE RESOLUTION 2025-02 TO SET ORDINANCE NO. 2025-02 COUNCIL'S INTERFERENCE WITH ADMINISTRATION**

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 6 Anita Bass

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

**MOTION PASSED**

**XVII. Remarks of Privilege**

1. Discussion: Call the Question Resolution, requested by Council Member Teresa Crowe – NO DISCUSSION/ACTION

**XVIII. Announcements by The Mayor**

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

**XX. Adjournment**

**ACTION: MOTION TO ADJOURN THE MEETING 10:02 P.M.**

Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 5 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)**

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Dr. Beverly Jones, Mayor

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Shavala Ames, City Clerk



## Special Called Meeting

May 30, 2025 at 7:15 P.M.

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

## Minutes

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

5  
 6 **Staff: Shawn Edmondson - City Manager | Maggie Dimov - Assistant City Manager | Shavala**  
 7 **Ames - City Clerk | Angela Couch - City Attorney**

### 9 **Call to Order**

10 Mayor Jones called the meeting to order at 7:15 p.m.

### 12 **Determination of Quorum**

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

### 17 **1. Adoption of the Agenda of the Day**

#### 19 **ACTION: MOTION TO ADOPT THE AGENDA OF THE DAY**

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

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

#### 26 **MOTION PASSED (UNANIMOUSLY)**

### 28 **2. Executive Session – Emergency Litigation**

#### 30 **ACTION: MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS EMERGENCY** 31 **LITIGATION AT 7:18 P.M.**

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

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

37 **Voting No:** Council Member: Post 4 Freeman, Council Member: Post 5 Bryant

#### 39 **MOTION PASSED**

#### 41 **ACTION: MOTION TO ADJOURN EXECUTIVE SESSION TO DISCUSS EMERGENCY AT** 42 **8:46 P.M.**

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

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

**MOTION PASSED (UNANIMOUSLY)**

**ACTION: MOTION TO DRAFT A PROPOSAL ORDINANCE REGARDING PROCEDURES FOR THE REMOVAL PROCESS ALLOWED IN SECTION 5.16 OF THE CITY'S CHARTER**

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

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

Voting No: Council Member: Post 4 Freeman, Council Member: Post 5 Bryant

**MOTION PASSED**

**3. Adjournment**

**ACTION: MOTION TO ADJOURN THE MEETING AT 8:47 P.M.**

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

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

**MOTION PASSED (UNANIMOUSLY)**

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**Dr. Beverly Jones, Mayor**

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**City Clerk, Shavala Ames**

C



**Mayor and City Council Regular Session**  
**Tuesday, June 03, 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 6:30 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 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe, Mayor Beverly Jones

### I. Public Hearing

#### 1. Public Hearing - Millage Rate #2

City Manager Shawn Edmondson gave an overview of the meeting and guidelines and discussed the rollback rate of maintaining the rate the city has. The City Manager also gave an overview of Millage Rate document presented by DeKalb County. Public hearing proceeded after the City Manager overview.

#### Public Hearing Comments

**Public Comment 1 : Kay Nunez** – fine with the 16 mill rate.

**Public Comment 2: Joan Monroe** – needs to get rolled way back; City cannot tell the citizens what is being spent; millions down the toilet.

**Public Comment 3: Clint Monroe** – consider a tax reduction – not just to the rollback rate; heading for a recession, do not need a tax increase; property tax appraisal meeting on June 25<sup>th</sup> from 6-8 pm.

**Public Comment 4: Teresa Thomas** – go do our finance reports and let us see how we are doing; last real budget was in July 2024; show us our budget – stop making us pay GORA; last year was supposed to get a close out of budget by law; help the seniors

**Public Comment 5: Joy Lesure** – appreciate everyone concerned about the citizens; ashamed of the City of Stone Mountain; taxed and Millage rate to death with no service – concerned with developments; was once a joy in City of Stone Mountain.



**Public Comment 6: Jelani Linder** – nothing has changed from 2024-2025; need to look at diversifying revenue sources; Millage Rate hasn't changed, and we haven't changed as a city; Council needs to be accountable to the people; only positive change is the filming revenue; put together a plan.

## II. Adjournment

### **ACTION: MOTION TO ADJOURN PUBLIC HEARING AT 6:51 P.M.**

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 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 6:53 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, followed by Dr. Orea Parker led the invocation.

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

**Citizen Comment 1: Carl Wright** – flowers downtown; commended City Manager, Council Member Crowe, and DDA; Council Member Freeman runs out of anything to say, he screams DDA; material in Depot does not belong to DDA, belongs to Main Street, Stone Mountain, LLC.; pointed out inconsistencies in the Mayor's statements

**Citizen Comment 2: Cherly Dudley** – last year it was mentioned that City of Stone Mountain has failed audits; restroom funds – work has not been done; two people have asked for audits, don't know four people are avoiding forensic audit; what is the reason to reestablish the Parks & Recreation Committee; Mayor has the right to have public hearing and an impartial investigation.

**Citizen Comment 3: Teresa Thomas** – McCurdy Park – literally cried regarding conditions of the bathrooms, the media needs to look at it; state gave \$2 million to fix the sewers, it's a 4/2 situation - vote on fixing the park; signature cards resolution – citizens should see the resolution; asked if City Council has not seen it unredacted – urge council to go back and get it; 5.16 Ordinance being redone is overstepping ethics committee - if Council is in there, the City Manager should be in there; where do you go if it is a problem with the City Manager - it is not in the charter; be consistent and fair.

**Citizen Comment 4: Kay Nunez** – thanked service members, City failed to get flags up for Memorial Day – make sure that is not missed next year; revive the City – the dead in the cemetery is not affecting the city; go to different DDA meetings and Village Forward meetings to move us forward; we have a diverse council – we need to bring life back to downtown and businesses.

**Citizen Comment 5: Joan Monroe** – too many crooks running the town; if anyone was truly guilty, would be calling GBI not a real estate attorney to investigate; illegal use of City Charter when appointing City Attorney; Mr. Wright's compliant - doesn't have a clue or thinks hate crimes are okay; Council Members husband who stalks and tries to intimidate after a TRO – the judge warned him; there are witnesses willing to testify and two police reports; grow up, stay away or go to jail.

**Citizen Comment 6: Jelani Linder** – commends Public Works – new path trail; push on gazebo and clear a few trees to make area pop; 4/2 voted to approve the roads in Rockborough – actually doing good work in the community; look at zoning code all together, has not been updated; forensic audit – scope of work was never defined; want to see council work together for the community.

**Citizen Comment 7: Vanessa Walls** – read a spiritual word to towards the City of Stone Mountain.

**Citizen Comment 8: Clint Monroe** – double standards, should be fair and equitable; citizens would like to see unity; name calling in open session no one wants to hear that; auditor stated he never tested for fraud – basic audit did not require a fraud audit; crime to say basic audit is not required; if the parameters are set to not look for fraud, it will not be found.

## VII. Review of the Journal

## VIII. Reading of Communications

## IX. Adoption of The Agenda of The Day

### **ACTION: MOTION TO APPROVE THE AGENDA OF THE DAY**

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)**

## X. City Manager's Report

City Manager Shawn Edmondson reviewed the City Manager's report and recognized Ahmad Jabir as Employee of the Month for his outstanding contributions. He provided updates on the inspection of city properties, including McCurdy and Medlock Park, and discussed ongoing and upcoming paving projects also noting that the restrooms have been locked at McCurdy while it remains unfunctional. It was also noted that the current toilets are not commercial-grade, emphasizing the need for more durable, industrial fixtures.

The soil testing came back for the parking lot and will provide updates once those results are provided. Additional topics included the implementation of a paid parking system and details regarding a new film production taking place in the city. Staff are actively preparing for the upcoming city events.

Council Member Bryant requested an update from the City Manager regarding the ongoing storm drain issues on JBR. The City Manager confirmed that the matter is being taken seriously and has already been escalated to the county for further action. He noted that the City is actively working toward viable, long-term solutions. Additionally, Council Member Bryant pointed out that the storm drains are not being thoroughly cleaned, emphasizing the need for more effective maintenance efforts.

Council Member Freeman expressed sincere appreciation to all who participated in the recent KaBoom Design Day, commending their dedication and strong community spirit. He also noted that opportunities to volunteer for the KaBoom project at Medlock Park remain available and encourage continued community involvement in bringing the project to life. The City Manager is awaiting some correspondence from the Project Manager to push out the volunteer information.

## XI. Council Policy Discussion Topics

## XII. New Business

1. Consideration of an action on a request to clean out the Train Depot for facility rental purposes, requested by Council Member Anita Bass

Council Member Bass noted that this request had been previously addressed by the former Code Enforcement Officer. City Manager Shawn Edmondson provided an overview of the necessary steps to clear out the Train Depot, which includes securing extermination services as a first measure. It was further suggested that, once the building has been properly cleared and cleaned, a structural engineer should be engaged to assess the condition of the facility.

**ACTION: MOTION TO APPROVE REQUEST TO CLEAN OUT THE TRAIN DEPOT FOR FACILITY RENTAL PURPOSES**

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

The motion was withdrawn by Council Member: Post 1 Anita Bass.

It was the consensus of Mayor and Council to bring the item back at a later meeting with three quotes for consideration.

2. Consideration of an action on a request to veto Ordinance 2025-02 Council Interference, requested by Mayor Beverly Jones

City Clerk Shavala Ames formally read the Mayor's veto into the record. City Attorney Angela Couch then provided clarification on Ordinance 2025-02, addressing differing interpretations of the language within the proposed ordinance. She noted that the City Charter does not specifically define the phrase "shall deal with," which has led to varied understandings. Attorney Couch emphasized that, under the proposed ordinance, City Council is not authorized to issue directives to city employees. Instead, the authority to manage and direct staff lies solely with the City Manager, in accordance with the Charter's intent to place the City Manager in charge of day-to-day operations and administration of the City.

It was noted that the ordinance is being viewed by some as politicized and potentially used as a tool for leverage, effectively bypassing the established process involving the Ethics Committee. The City Manager confirmed that staff members have expressed concerns about receiving direction from elected officials, raising questions about the appropriate chain of command. Additionally, while some Council Members believe the City Clerk reports directly to the Council, there was not unanimous agreement on this interpretation.

It was also mentioned by a member of Council that disturbances in the audience may need to be removed from the meeting.

**ACTION: MOTION TO OVERRIDE THE VETO OF ORDINANCE 2025-02 COUNCIL INTERFERENCE**

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

**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 for the City Attorney to draft resolutions impartially, without bias or favoritism, requested by Council Member Gil Freeman

Council Member Freeman noted there has been a sense of tension and a perceived lack of support since the beginning of his term even during a time when he had the four votes. He emphasized that the City Attorney's role is to serve the interests of the City as a whole, not individual Council Members. There was expressed concern about the importance of maintaining neutrality as new rules and ordinances are being established.

In response, City Attorney Angela Couch affirmed her commitment to representing the City in its entirety. She clarified that all legal guidance and decisions are made with the City's best interests in mind, and not on behalf of any specific individual or group.

**ACTION: MOTION TO APPROVE REQUEST FOR THE CITY ATTORNEY TO DRAFT RESOLUTIONS IMPARTIALLY, WITHOUT BIAS OR FAVORITISM**

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

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

**Voting Nay:** 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

**MOTION FAILED**

4. Consideration of an action on a request for the City Manager to ensure that all council members are equally and promptly informed about all matters, requested by Council Member Freeman

Council Member Freeman emphasized the critical importance of transparency and equal access to information for all members of the governing body. He voiced concern that the City Manager has not consistently provided updates to the entire Council, stressing the need for timely and equitable communication to ensure all Council Members are fully informed and able to make sound decisions.

In response, City Manager Shawn Edmondson clarified that any discussions held with him, regardless of the nature or participants, must ultimately be presented to the full Council for formal consideration and a vote. He noted that it remains the Council's collective discretion to determine how to proceed on matters brought before them.

**ACTION: MOTION TO MOVE TO THE NEXT ITEM #5 PURCHASING POLICY**

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

Council Member: Post 4 Gil Freeman and Council Member: Post 5 Shawnette Bryant were absent for the vote

**MOTION PASSED**

5. Consideration of an action on a request to update the Purchasing Policy, requested by Council Member Anita Bass

City Manager Shawn Edmondson provided an overview of the Purchasing Policy, acknowledging that several sections require revision and updates. Following a brief discussion, the governing body reached a consensus to table the item and revisit it once the necessary policy revisions have been completed and once the current attorney has an opportunity to review.

**XIII. New Ordinances and Resolutions**

1. Ordinance No. 2025-03: Ordinance to Establish Regulations Governing Special Events and Permits (SECOND READ), requested by Assistant City Manager & DDA Director Maggie Dimov

**ACTION: MOTION TO APPROVE ORDINANCE NO. 2023-03: ORDINANCE TO ESTABLISH REGULATIONS GOVERNING SPECIAL EVENTS AND PERMITS**

Motion made by Council Member: Post 1 Anita Bass, Seconded 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)**

**2. Ordinance 2025-04 - Stone Mountain Parks and Recreation Committee (FIRST READ)**

No Action Taken.

**3. Resolution No. 2025-10: Resolution to Set Permit Fees for Special Events, requested by Assistant City Manager & DDA Director Maggie Dimov**

**ACTION: MOTION TO APPROVE RESOLUTION NO. 2025-10: RESOLUTION TO SET PERMIT FEES FOR SPECIAL EVENTS**

Motion made by Mayor Pro Tem: Post 3 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 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

**MOTION PASSED (UNANIMOUSLY)**

**4. Resolution 2025-09 Rules of Decorum Amendment**

**ACTION: MOTION TO APPROVE RESOLUTION 2025-09 RULES OF DECORUM**

Motion made by Council Member: Post 6 Teresa Crowe, 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**

**XIV. Remarks of Privilege**

**1. Discussion: Draft a proposal to be included in the State Budget, requested by Council Member Mark Marianos**

It was recommended that the City of Stone Mountain pursue inclusion in the State of Georgia's budget, citing the substantial number of visitors who travel through the city's streets to access Stone Mountain Park. This continuous flow of tourism places a significant burden on the city's infrastructure and public services, despite the park being managed at the state level. Council Members recognized the need for additional support to help offset these impacts and reached a consensus to move forward with contacting the State of Georgia to explore the possibility of being included in future state budget allocations.

**2. Discussion: Change the City's budget calendar year to a fiscal year from July to July, instead of December to December, requested by Council Member Mark Marianos**

City Manager Edmondson explained funds typically come during the 4<sup>th</sup> quarter so more adventitious for the city. The Council Members came to a consensus to look into the process.

**3. Discussion: Update on outdoor gym classes, requested by Council Member Anita Bass**

Council Member Bass provided updates on the proposed programming for the outdoor gym, highlighting a range of potential offerings including fitness classes, general wellness activities, and boxing sessions. She noted that three formal proposals to utilize the gym space have been submitted to the City. Once the review process is complete and the proposals are finalized, they will be shared with the Council and the public at a later date.

**XV. Announcements by The Mayor**

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

**1. Personnel**

Executive Session item was requested to be moved to the next meeting.

**XVII. Adjournment**

**ACTION: MOTION TO ADJOURN MEETING AT 9:47 P.M.**

Motion was made by Council Member: Post 2 Mark Marianos, Seconded by Council Member: Post 5 Shawnette Bryant

**Voting Yea:** Council Member: Post 1 Anita Bas, 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)**

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**Dr. Beverly Jones, Mayor**

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**Shavala Ames, City Clerk**

**JUNE 17, 2025, COMMITTEE REPORT TO CITY COUNCIL**

## **STONE MOUNTAIN COMMUNITY GARDEN AT VFW PARK**



### **Committee Members:**

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

## OVERVIEW

The Stone Mountain Community Garden at VFW Park (SMCG) was established in March 2011 as a partnership between the City of Stone Mountain and the Dekalb County/ University of Georgia Extension Service (Extension Service). Since that time, the SMCG has provided over 16,260 pounds of fresh produce to the Stone Mountain Ecumenical Food Pantry (Food Pantry) for distribution to local families with food insufficiencies. The SMCG is an all volunteer effort that has provided essential food for 4,065 families to date. Thus far in 2025, the SMCG has contributed over 430 pounds of fresh vegetables, fruits and herbs to the Food Pantry — benefiting 108 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. There is also an active 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.

## RECENT SMCG EVENTS

May 24, 2025	Inspection of Apiary and Three Hives of Honey Bees
June 14, 2025	Monthly Workday
June 14, 2024	Talk on "Starting Your Pollinator Garden" by Bill Crumpler from Rooted Faith Farm (Sponsored by Food Well Alliance)



## UPCOMING EVENTS AT SMCG

June 19, 2025	Quarterly Community Garden Committee Meeting (Zoom) - To Be Rescheduled Due to Federal Holiday
July 12, 2025	Workday and Mini Talk by MG Elizabeth Wallace (Topic TBD)
TBD	All Dekalb Master Gardeners Workday

## RECENT ACCOMPLISHMENTS

1. All Plots in Community Garden Occupied
2. Established Container Garden Area for Experimental Companion Planting (See Cover Photo of Co-Site Leader Juliana Pierre Taylor)
3. Hive Inspections and Mentoring by Beekeeper Claressa Lucas
4. Received Plant Donations from Tucker Butterfly Garden to Enhance Entryway
5. Received Plants from Atlanta Botanical Gardens to Enhance Site and Food Pantry Garden

## IMMEDIATE NEEDS FROM CITY

1. Handicap Accessibility to Garden and Bathrooms—Problems Persist
2. Assistance With Acquiring Storage Shed and Items for Inside of Greenhouse
3. Resume Pruning and Cleanup of Limbs and Debris Along Fence Lines
4. Remedy Drainage Problem Along Gordon Street and Entrance to Community Garden

## MEDIA EVENTS

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

May 1-2025-May 31-2025

ACTIVITY	DAY A-SHIFT	DAY B-SHIFT	MORNING C-SHIFT	MORNING D-SHIFT	TOTALS
Calls	52	91	17	30	190
Arrests	6	7	7	6	26
Citations	11	86	99	43	239
Warning Citations	18	105	16	26	165
DUI	0	0	1	1	2
VGCSA	1	0	0	1	2
Parking Citations	0	0	18	0	18
<b>TOTALS</b>	<b>88</b>	<b>289</b>	<b>158</b>	<b>107</b>	<b>642</b>

Incident Reports

190

Domestic 16

Accident 19

## 2025 CRIME STATISTICS

[illegible]

32

## 2025 CRIME STATISTICS

[illegible]

Item # 1.



## ADMINISTRATIVE TASKS - May 2025

Item	Count
Business License (New & Renewals)	6
Open Records Request	35
Total Items	41
PERMITS	Count
Building Permit Fee (Commercial)	5
Building Permit Fee (Residential)	17
Total For Month	22

## ZONING

Zoning Verifications	6
Special Use Permits	1
Rezoning	0
Certificates of Appropriateness	2
Total For Month	9

## Code Compliance

Code Compliance	18
Total For Month	

**Agenda Item****Meeting Date: June 17, 2025**

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**SUBJECT: Tree Lights / Main Street**

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**Item:** Discussion /Action Item**Department:** Public Works**Fiscal Impact:** \$10,000.00 to \$25,000 / Funding source: SPLOST**Presented By:** Maggie Dimov, Assistant City Manager

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**Summary:** The project includes installing decorative lights on the trees along Main Street, creating a warm, inviting atmosphere that supports local businesses, encourages foot traffic, and enhances the overall downtown experience for residents and visitors alike.

Project funding source: SPLOST (Special Purpose Local Option Sales Tax), with no impact on the General Fund. This aligns with the city commitment to using designated resources for community beautification and downtown revitalization.

Vendor Name	Cost	Notes
Azar	\$11,853.47	Color option: only yellow lights
Lights All Year	\$21,225.00	The proposal doesn't include lights at the little median island (there is a risk of cars hitting the trees there and damaging the lights). Their lights can change colors.
City Wide Solutions	\$ 24,324.00	Color lights option: different colors

**Attachments/Exhibits:** quotes received from the following vendors: Azar, Lights All Year, City Wide Solutions.

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**Requested Action:** Staff recommendation to Council is to approve City Wide Solution's offer.





## City Of Stone Mountain Lighting Main Street

### Investment Scope:

Installation of holiday lights(RGB) around tree bases to extend 10-12 ft high where applicable.

- Trees- RGB Light Sets
- 15 Trees
- 20 per tree
- 4" Spacing
- Green or Brown Wire (brown recommended)
- This includes (15) RGB Controllers with Remotes

**Total Investment- Includes all labor, materials, and equipment \$ 24,324.00**

Note: These investments do not include any applicable sales tax. We have figured all work will be completed outside normal business hours or as agreed to. Please feel free to call me with any questions or comments. To approve and schedule service, sign below and return. Thank you for your continued support.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_







---



## ***PROPOSAL***

TO: Wayne Lewis  
CITY OF STONE MOUNTAIN

FROM: Josh Najour  
AZAR SERVICES

DATE: August 28, 2024

RE: String Lights and Receptacles

Wrap trees on sidewalk and street median with string lights

Provide receptacles at base of trees in median

***TOTAL: \$11,853.47***

*Josh Najour*

---

Josh Najour  
AZAR SERVICES

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made within 30 days of billing date.

---

Authorized Signature


---

Date



You have a new estimate from Lights All Year

 **Prepared for:** City of Stone Mountain

 **Address:** 922 Main St, Stone Mountain, GA 30083

Select the option you would like to approve

2024 Holiday Lighting Proposal

**\$21,255.00**

APPROVE

### Estimate Details

Services	Total
2025 RGBWW Mini-Lights Moderate Wrap Total number of strings needed may need to be adjusted slightly up or down, depending on the proper design needs. All change orders must be approved by client. Stretchable 5MM Light Sets - RGB & WW - Brown Coaxial Series - 50 Light Illuminate your space with the Stretchable 5MM Light Sets from the RGB & WW Black Coaxial Series. Designed	\$0.00

Services

Total

Item # 4.

for flexibility and creativity, these light sets offer an array of features that make them perfect for both indoor and outdoor use. Key Features: Stretchable Design: Easily adapt the length of your light set to fit any space with a unique stretchable design. Color: RGBW & Warm White 50 Light Count: With 50 bright lights spaced 6 inches apart, your displays will be brilliantly illuminated. Esch tree will have its own controller / remote so they can be controlled individually. Brown Coaxial Series: Provides a sleek, modern look with a durable brown coating, ensuring long-lasting performance. Non Rectified: Ideal for creating a warm, inviting atmosphere without harsh lighting. Black O Ring: Enhances the aesthetic appeal and ensures secure placement of lights.

This purchase includes professional installation of all lights and materials, including timers and remote controls for each tree

Installation will be scheduled once the 50% deposit invoice is paid.

Installation on or before March 1, 2025 or other agreed upon date	\$0.00
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Installation on or before March 1, 2025 or other agreed upon date

Holiday Lights - Wrap Trees -	\$21,255.00
4 Cherry Trees on east side of Main St between Manor Dr and Mountain St	
8 Burch Trees on West side of Main St between Manor Dr and Mountain St in bed between	

## Services

Total

Item # 4.

sidewalk and pay lot.

[SHOW MORE](#)

Services subtotal \$21,255.00

**Subtotal** \$21,255.00

**Total** \$21,255.00

### Not what you were looking for?

Please let us know if you'd like to request some changes.

We'd love to win your business.

[DECLINE ALL OPTIONS](#)

### Note


A 50% Deposit is Due Today to schedule your service and guarantee your installation. The remaining balance will then be due on or before the date of installation appointment.

Approval of this estimate indicates you have read and agree to our Terms & Conditions (link below).

Estimate date: Feb 13, 2025

Contact us

Lights All Year

 (678) 889-8689

 [office@lightsallyear.com](mailto:office@lightsallyear.com)



 Housecall Pro



## ***Agenda Item***

**Meeting Date: June 17, 2025**

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### **SUBJECT: Caboose Renovation**

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**Item:** Discussion /Action Item

**Department:** Public Works

**Fiscal Impact:** \$54,553.28 to \$75,396.64 / Funding Source: SPLOST

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

**Summary:** The caboose was donated to the City of Stone Mountain by the Stone Mountain Memorial Association and dedicated to the late Mari Jo Ford in honor of her many years of service to the City of Stone Mountain, Stone Mountain Park and DeKalb County. Just before being moved to the Village, the caboose was used in the filming of the movie Fried Green Tomatoes in Juliet, Georgia.

Caboose Future use: city staff office / information center

#### **Project Scope / Renovation needed:**

- Demo and install a new deck attached to the Caboose. Same like and kind.
- Demo and replace commercial roof same like and kind.
- Demo siding and install new siding same like and kind.
- Paint exterior and interior of Caboose approved color(s).
- Refurbish interior wood flooring of Caboose. Includes sanding and staining to original state.

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

- City Wide Solutions for \$54,553.28
- Handyman Training School for \$54,575.00
- Canebridge International Corporation: \$75,396.64

---

**Requested Action:** Staff recommendation to Council is to approve City Wide Solution's offer.



## City Of Stone Mountain Renovation and Beautification Project

### Investment Scope:

#### Renovation of Caboose on Main St.

- Demo and install a new deck attached to the Caboose. Same like and kind.
- Demo and replace commercial roof same like and kind.
- Demo siding and install new siding same like and kind.
- Paint exterior and interior of Caboose approved color(s).
- Refurbish interior wood flooring of Caboose. Includes sanding and staining to original state.

**Total Investment- Includes all labor, materials, and equipment \$ 54,553.28**

Note:. We have figured all work will be completed outside normal business hours or as agreed to. Please feel free to call me with any questions or comments. 50% materials deposit required. To approve and schedule service, sign below and return. Thank you for your continued support.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_

---



## Handyman Training School LLC

845 Main Street Stone Mountain GA. 30083

6789359505

goodhandsknight@gmail.com

Item # 5.

INV0074

DATE

03/21/2025

DUE DATE

06/20/2025

BALANCE DUE

USD \$0.00

### BILL TO

### City of Stone Mountain

Maggie Dimov

875 Main Street, Stone Mountain, GA 30083

☎ 4709253286

mdimov@stonemountaincity.org

DESCRIPTION	RATE	QTY	AMOUNT
CABOOSE RENOVATION	\$0.00	1	\$0.00
OUTSIDE Building	\$54,575.00	1	\$54,575.00

1. Remove old decking boards and handrails
2. Rebuild deck as is and also with new decking boards and new handrails
3. Repair all rotted wood on the outside of Caboose with a designed look
4. Repair or remove canvas overhang around small windows
5. Repair all rotted windows
6. Repair rotted trim around doors
7. Add new black roofing to secure for no leaks
8. Add outside signage for notability
9. Repaint the Caboose and underneath black areas

DESCRIPTION

RATE

QTY

Item # 5.

AMOUNT

INSIDE BUILDING

- 10. Paint only the top half of the walls
- 11. Replace all lights and ceiling fan
- 12. Add portable Heat/Air unit
- 13. Move and add shelves

TOTAL	\$54,575.00
Payment	-\$54,575.00
Check	03/21/2025
BALANCE DUE	USD \$0.00

*Amdlee Knight*

DATE SIGNED

03/21/2025

## ESTIMATE



## CANERIDGE INTERNATIONAL CORPORATION

1394 INDIAN TRAIL-LILBURN RD. STE 100  
NORCROSS, GA 30093  
770-455-2343  
[info@caneridge.net](mailto:info@caneridge.net)

5/16/2025

ESTIMATE NO. - CWE - N935

## BILL TO

## City Wide

Jimmy Skanes  
3100 Breckinridge Boulevard Ste 526  
Duluth, GA 30096  
770-939-6771  
[apmetro@gocity.com](mailto:apmetro@gocity.com)

## PROJECT LOCATION

## Stone Mountain Visitor Center

875 Main St.  
Stone Mountain, GA 30083

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>LABOR:</b>			\$ -
Remodel exterior of visitor center	1	\$ 7,500.00	\$ 7,500.00
Install new Canopy around door and four windows	1	\$ 400.00	\$ 400.00
Treat mold in area around back wall between window and roof	1	\$ 3,700.00	\$ 3,700.00
Rebuild large deck with handicap ramp.(approx 312 sq. ft. plus railing and ramp)	1	\$ 15,850.00	\$ 15,850.00
Strip, sand and refinish wood flooring	3	\$ 400.00	\$ 1,200.00
Remove and replace new baseboard	1	\$ 200.00	\$ 200.00
Repair roof (including wood and tar area)	1.5	\$ 3,500.00	\$ 5,250.00
Refinish wane's coating, all windows and door frames	2	\$ 400.00	\$ 800.00
Local landscaping around the visitor center	1	\$ 400.00	\$ 400.00
Remove old brochure rack and repair	0.5	\$ 400.00	\$ 200.00
Clean, prep and paint train exterior in black paint	3	\$ 400.00	\$ 1,200.00
Demolish and repair exterior of visitor center (including steps, lattice work, etc.)	2	\$ 400.00	\$ 800.00
Remove wall paper, prep and paint wall	1.5	\$ 400.00	\$ 600.00
Misc: (Labor for unforeseen repairs that may be needed after tear down.)	3	\$ 400.00	\$ 1,200.00
Project manager / supervision	1	\$ 2,000.00	\$ 2,000.00
<b>NTE (For unforeseen addition cost during renovation)</b>	1	\$ 10,000.00	\$ 10,000.00
<b>LABOR TOTAL</b>			<b>\$ 51,300.00</b>
			\$ -
			\$ -
<b>MATERIAL COST:</b>			\$ -
Material for awning over door and windows	1	\$ 2,300.00	\$ 2,300.00
Equipment rental, wax, seal, etc.	1	\$ 450.00	\$ 450.00
New wall lights and fan (six interior lights and one fan)	1	\$ 1,150.00	\$ 1,150.00
Roof material	1	\$ 900.00	\$ 900.00
AC Unit / heating	1	\$ 875.00	\$ 875.00
Baseboards	1	\$ 290.00	\$ 290.00
Locks for doors (two doors for a total of 6 locks	1	\$ 900.00	\$ 900.00
Pressure treated wood approximately 325 linear ft.	1	\$ 252.75	\$ 252.75
Lattice work	1	\$ 528.61	\$ 528.61
Dumpster rental	1	\$ 862.34	\$ 862.34
Misc. electrical boxes, outlets, outlet covers, etc.)	1	\$ 750.00	\$ 750.00
Lumber for deck	1	\$ 12,000.00	\$ 12,000.00
Siding panel for exterior finish	1	\$ 1,053.00	\$ 1,053.00
<b>MATERIAL COST TOTAL:</b>			<b>\$ 22,311.70</b>
			\$ -
This estimate does not include any unforeseen circumstances that may cause adjustment in price.		<b>SUBTOTAL</b>	\$ 73,611.70
This estimate is based on normal business hours. Mon - Fri 9:00am to 5:00pm. If work is to be completed outside these hours and or on weekends, the estimated quote may be adjusted accordingly.		<b>DISCOUNT</b>	\$ -
		<b>SUBTOTAL LESS DISCOUNT</b>	\$ 73,611.70
		<b>TAX RATE</b>	8.00%
		<b>TOTAL TAX</b>	\$ 1,784.94
		<b>SHIPPING/HANDLING</b>	0.00

Remarks / Payment Instructions:

**Please remit payment to:**  
CANERIDGE INTERNATIONAL CORPORATION  
1394 Indian Trail-Lilburn Rd. Suite 100.  
Norcross, GA 30093

**Balance Due \$ 75,396.64**



## Agenda Item

Meeting Date: June 17, 2025

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### SUBJECT: Digital Message Boards

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**Item:** Discussion /Action Item

**Department:** Public Works

**Fiscal Impact:** \$ 27,945.00 to \$46,458.33/ Funding source: SPLOST

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

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**Summary:** The installation of digital outdoor message boards will provide the City with an effective tool to keep residents informed about upcoming meetings, events, and important announcements. The message board will offer real-time updates. Proposed location: between city hall and the new city hall parking lot.

**Project funding source:** SPLOST (Special Purpose Local Option Sales Tax), with no impact on the General Fund.

Vendor Name	Cost
Mega Signs	\$31,927.76
Signs Plus	\$41,019.00
City Wide Solutions	\$46,458.33
Stewart Signs	\$ 27,945.00

**Attachments/Exhibits:** quotes from vendors

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**Requested Action:** Staff recommendation to the Council is to approve Mega Signs offer.



QUOTE

2707169000181659276  
Jun 5, 2025 06:48 AM

Prepared For	City of Stone Mountain	Ship To
Project Name	Maggie Dimov	City of Stone Mountain
	City of Stone Mountain 6mm HD 37 Alpha 58 INSTALLED	965 Main St.
Amount		Stone Mountain
Quote Valid For	\$ 31,927.76	Georgia
Sales Person	60 Days	30083
	Jerry Johnson	
	(888) 315-7446 Ext.153	
	jerry@megasigninc.com	

Product Details	Quantity
<p><b>ALP-58-DF 5' x 8' Alpha All-in-one Lighted Identification Cabinet with 6mm 3' 1-3/4" x 7' 4-1/4" Double Face</b></p> <p>The ALP-58-DF 5' x 8' Alpha All-in-one Lighted Identification Cabinet is an effective, affordable signage solution. It features a double-faced 6mm LED display measuring 3' 1-3/4" x 7' 4-1/4"- Pixel Matrix 144 x 336.</p> <p>Built with sturdy, weather-resistant aluminum and a protective powder coat, it includes UV-coated Lexan panels, energy-efficient LED lighting, and a temperature-controlled cabinet for reliable performance.</p> <p>Premier Series LED displays offer waterproof modules, a wide viewing angle, easy maintenance, and upgrade options. They're designed for durability and efficiency, operating from -40°F to 140°F. All displays meet strict MET Labs certifications (UL48, UL8750, UL1433) and come with a 5-year warranty and lifetime technical support.</p> <p>With MEGA Cloud software, managing your digital signage is easy. Control your display from anywhere using any internet-connected device. Automatic updates and secure cloud storage ensure your content stays safe and accessible, making digital signage management simple and worry-free.</p> <p>Display Specification Series: Alpha-Premier Total Dimension (ft): 5' x 8' LED Active Viewing Area (ft): 3' 1-3/4" x 7' 4-1/4" Pixel Pitch: 6mm Color Capability: 281 Trillion Colors Pixel Matrix: 144x336 Pixel Configuration: All-in-one SMD 1 Red / 1 Green / 1 Blue Brightness: 8,000 NITS Viewing Angle: 170 Degree Horizontal / 160V Degree Vertical Minumum Character Height: 2 inch Maximum Character Height: 37 inch Maximum Lines: 18 Estimated Weight: 365 lbs Maintenance: Front Service</p> <p>Electrical Requirement Max Amps @120V: 30 Max Amps @240V: 15</p>	1

Product Details	Quantity
<b>Pedestal 60" (5ft) - 120MPH</b>  Steel Support Structure made of Square Steel Tubing with Mounting Plates on top bottom. Engineered upto 120MPH. Powder coated to match cabinet color. *Stamped engineering drawing available upon request- additional charges apply	<div>Item # 6.</div>
<b>LifeTime Warranty - Sign Structure and Sign Face</b>  Sign Structure and Sign Face: Under normal use and service should the sign structure or identification of the sign malfunction DURING THE LIFE OF THE SIGN due to defects in workmanship or materials, except for LEDs and power supplies, the Company will, at its option, repair or replace any defective materials. Vandalism to Sign Faces: This limited warranty covers poly-carbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet.	1
<b>10 Year Parts Availability Guarantee</b>  Mega LED Technology guarantees to keep all parts for the above Premier LED display in stock and made available to the customer.	1
<b>LTE Modem with LifeTime Data</b>  Industrial LTE Modem with lifetime data during the life of the sign. 4G LTE Data from Verizon or ATT.	1
<b>LifeTime Diagnostic Warranty</b>  Mega LED offers, for the life of the LED sign or signs purchased within this quote; technical support, diagnostics, and remote repair if applicable. This LifeTime Diagnostic Warranty is free for the life of the sign. This warranty does NOT include on-site visits for manual repairs by a certified technician.	1
<b>FREE Content Library</b>  Your organization has access to over 300 FREE (and the list is growing) graphics and animations you can use anytime! One benefit is that while you are undergoing your software training, your new sign will be up displaying new graphics!	1
<b>LifeTime Software Training</b>  Mega LED provides not only video tutorials and written directions for software operation, but for the LifeTime of your sign, we will provide one-on-one personal training for you and your staff via a desktop share...FREE!	1

Product Details	Quantity
<b>Permit Not Needed</b>  If permit is needed, an extra cost permit acquisition fee of \$1500 will incur.	<div>Item # 6.</div>
<b>Install - Alpha Installation &amp; Setup - w/ Foundation up to 10ft OAH</b>  Professional installation of Alpha Series LED Display. Professional Installation and Configuration of LED Display(s) listed in this agreement. *Electrical run up to base of the sign is the responsibility of the sign owner, please see MEGA LED Electrical Requirements and Installation document. In certain and rare circumstances, installation quotes may vary based on site specific conditions determined at time of physical site inspection. Please see Terms & Conditions Document listed in this proposal. Services Include: - Physical Site Inspection - Pour Foundation specified by engineering drawing - Unpacking of LED displays - Bracket fabrication for mounting - Leveling and fastening to structure(s) - Proper grounding - Final connection to client provided electrical within 5 ft. of structure - Junction box with Seal-Tite conduit to displays - Final inspection for proper operation **For extended wireless devices, customers shall provide a 120V outlet and CAT5 cable within 3ft of the building antenna for the wireless device installation.	1
<b>Shipping - Freight</b>  Freight Charge - Only covers basic delivery with no extra services. Carrier will call to schedule time frame for delivery. Extra fees will be billed if any of these services are requested, or conditions exist before or during delivery: Residential, Limited Access, Inside Delivery (carrying product into building), Lift Gate, or Re-Delivery (2nd attempt). Lift Gate not available for shipment over 90". Any shipment that exceeds 90", client is required to unload the crate from the freight truck.	1

<b>Sub Total</b>	<b>\$ 31,927.76</b>
<b>Sales Tax</b>	<b>\$ 0.00</b>
<b>Grand Total</b>	<b>\$ 31,927.76</b>

### Terms & Conditions

This Agreement is expressly limited to the acceptance by the Buyer of the exact listed terms and Buyer acknowledges that discussions and negotiations have occurred leading up to this agreement. Furthermore, neither party hereafter will rely on any oral representations made outside of the stated terms of this Agreement, which includes the "Standard Terms and Conditions" link below. Applicable sales tax in the State of Texas; will be accessed at the time of billing and may not be represented on this quotation. If you are a tax exempt entity, please provide proof so you are not charged tax in error. <https://www.megasigninc.com/docs/termsofsales.pdf>

To complete the order sign here, initial previous pages, and return all signed and initial pages.

Printed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Deposit required to start production:

Item # 6.



## City Of Stone Mountain Monument Digital Sign Project

### Investment Scope:

Fabricate & Install A New Monument Sign

LED Message Center is included  
Sign to match closely to example shown

To be installed on corner of Police Department existing front parking lot.

### NOTE:

\*Before Installation, Power To Sign Location Will Need To Be Pulled

**Total Investment- Includes all labor, materials, and equipment - \$,46,458.33**

Note:. We have figured all work will be completed outside normal business hours or as agreed to. Please feel free to call me with any questions or comments. 50% materials deposit required. To approve and schedule service, sign below and return. Thank you for your continued support.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_

---



NEW IDEAS - NEW TECHNOLOGY, INC.

4242 McIntosh Ln , Sarasota, Florida 34232  
t. 800-848-4262 f. 941-378-4062

City of Stone Mountain

875 Main Street  
Stone Mountain GA 30083  
Attention: Maggie Dimov  
470-925-3286

Jeremy Yax  
Regional Manager  
Jeremy@SignsPlusSigns.com  
Quote #: 148190-1  
Date: Jun 4, 2025

Item # 6.

Qty	Description
1	6mm, 1'x 2' (HxW) Ascend LED Modules - Quantity of 24 LED Modules - Customer Assembles Modules to Build a 3' 0"x 8' 0" (HxW) Double Sided LED Display - LED Display Matrix: 144x384 (HxW) with 55,296 Total Pixels (Double Sided) - Each Module Includes a 1'x 2' Extruded Aluminum Frame - Display Text, Graphics, Images, and Video Clips - Brightness, up to 10,000 Nits - Fully Sealed & Waterproof Aluminum LED Panels, IP67 Rated, Front & Back - 6-YEAR Limited Warranty & 10-YEAR Part Availability for LED Panels. Refer to Warranty Document for Complete Details. - Ascend Media Player, Always-on Cloud Based Software Included - Industrial Waterproof Controller, Quad-core Processor, 16 GB On-board Storage PLUS Cloud Storage - Remote Diagnostics & Lifetime In-house Tech Support Included - 100% Solid State System. Zero Moving Parts - LED Panels have No Internal Serviceable Parts - LED Panels Removeable with Front Access Latch System - Bidirectional Data-flow Between LED Panels - Non-daisy Chained PRECISE POWER Control System - Fanless System with Solid Aluminum Heatsinks - 60 Frames per Second for Smoother & More Realistic Imaging - Image Refresh Rate >3,000 HZ for Reduced Motion Blur - 16.7 Quadrillion Colors (On Average the Human Eye can Distinguish 710 Million Colors) - 100 Levels of Auto Brightness Control - ISO 9001 Certified Factory Compliance: FCC Part 15 & ETL Electrical Requirements: 1 Circuit, 240-Volt, Max Amps per Circuit: 10 Light & Temp Sensors Included All Cables & Frame Fasteners Included with Module Layout Diagram & Complete Assembly Instructions Mount Not Included
1	2' 0"x 7' 10" (HxW) Double Sided Identification Cabinet - 13" Deep, All Aluminum - Unitized, High-strength and All-welded Cabinet Frame - Energy Saving Internal LED Illumination with Day-Night Light Sensor - Unbreakable Solar Grade Polycarbonate Faces - Digital Graphics on 3M Vinyl Applied to Inside Surface to Prevent Fading, Scratching or Marring"
1	Remote Diagnostics & Sign Communication Via Cell Data Modem with a Life-of-the-Sign Prepaid Data Plan. Requires cell service at sign site with Verizon 4G LTE coverage.
1	Shipping Included in Quote
1	Installation Included in Quote
1	Pedestal Wrap Included
1	Vandal Cover over LED display Included in Quote

Prices are valid for 60 days. Unless otherwise noted in Special Instructions freight & applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.

**Total Investment: \$41,019.00**

## Terms

Unless otherwise indicated in the buyer approved sign installation agreement, Form SIA-0422.2, sign permits, footers, sign erection, electrical service, electrical connection and planters or other decorative masonry or other structures are the responsibilities of the buyer. All signs subject to zoning and code per city/county. Signs Plus furnishes engineered footer drawings when applicable. Buyer acknowledges and agrees that any cancellation may result in charges that exceed the deposit. In the event of payment default disruptions of the LED display operation may occur. The Buyer is responsible for all collection costs incurred by Signs Plus, including but not limited to court costs, filing fees and attorney fees. All legal proceedings will be in Sarasota County, Florida. A 2% convenience fee applies to all credit card transactions.

## Special Instructions

Please contact me if I can be of further assistance.

Here is the quote you requested.

Approval / Authorization

I have read and fully understand the contents of this document and I agree to the stated terms and conditions.

Item # 6.

Authorized Signature: \_\_\_\_\_

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

Customer:	Ship Sign To:	Invoice To:
City of Stone Mountain 875 Main Street Stone Mountain, GA 30083  Attention: Maggie Dimov 470-925-3286 mdimov@stonemountaincity.org	City of Stone Mountain 875 Main Street Stone Mountain, GA 30083  Attention: Maggie Dimov 470-925-3286 mdimov@stonemountaincity.org	City of Stone Mountain 875 Main Street Stone Mountain, GA 30083  Attention: Maggie Dimov 470-925-3286 mdimov@stonemountaincity.org





# ASCEND

## TO HIGHER RESOLUTION



## We're Making Something Different.

Signs Plus Ascend uses our Advanced Modular System with ultra-bright LEDs, lightweight aluminum frames and waterproof aluminum LED panels. This transformative 100% solid-state design with its future proof functional elements results in long term value.



### Get In Touch



800-848-4262



[info@signsplussigns.com](mailto:info@signsplussigns.com)



4242 McIntosh Ln, Sarasota, FL 34232

# New Ideas New Technology

*Present your message with a Full Color LED sign to grab the attention of passersby with something truly eye-catching. LED signs of the past have large pixel pitches resulting in coarse images with little detail.*

*That's why Signs Plus introduced our Ascend high resolution LED screens that will become the focal point and transform your presence within your community.*

*Increase your prominence with the Ascend and make the focal point **YOUR LOCATION.***

[www.signsplus.com](http://www.signsplus.com)



**SIGNS  
PLUS+**  
NEW IDEAS-NEW TECHNOLOGY, INC.



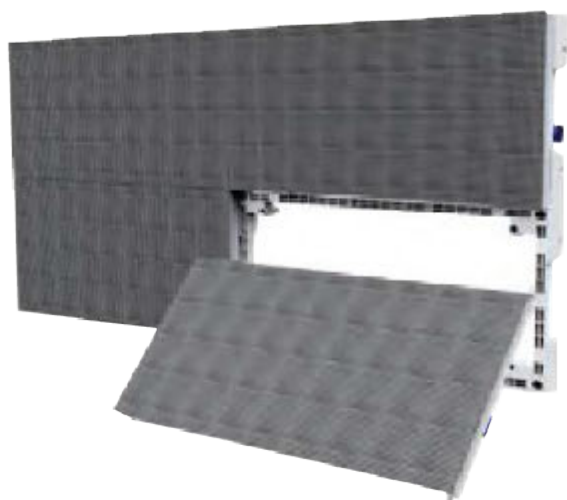
**ASCEND**



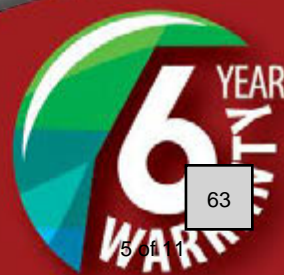


## Ascend Raises Your Organization to the **TOP LEVEL**

**We're Making  
Something Different**



- ✓ **Precise Power Control**  
20% Energy Savings  
Creates Less Heat  
Longer Life
- ✓ **Future Proof**  
Upgrade to Higher Resolution or  
add LED Panels to Increase Size  
or Both! Without Replacing Your  
Sign.
- ✓ **Remote Diagnostics &  
Lifetime Technical Support**  
Our In-house Team Provides  
Support for the Life of Your Sign.
- ✓ **No Internal Servicable Parts**  
Traditional LED Cabinets  
have Dozens. The Ascend  
Advanced Modular System  
has ZERO.



# NEW IDEAS = BETTER SPECS.

Signs Plus Ascend uses our Advanced Modular System with ultra-bright LEDs, lightweight aluminum frames and waterproof aluminum LED panels. This transformative 100% solid-state design with its future proof functional elements results in long term value.



## Light Weight Frames

Combining structural aluminum and CNC Machining for extreme precision and reduced weight.



## Connectivity

Network with Wi-Fi, Ethernet, Fiber Optic or Cellular Technology.



## Waterproof LED Panel

IP 67 Rating.  
Fully Sealed LED Modules  
Increased Lifespan  
IP67 Rating, Front and Back



## Ascend Media Player

Always-on Cloud Software  
Control with Remote  
Diagnostic System.



## 6-Year Warranty

6-Year Module Replacement  
Plus 10-Year Parts  
Availability Guarantee.



## SMD LEDs

Ultra Bright up to 10,000 nits  
100,000 Hours Lifetime  
More colors than the Eyes  
Can See!



## LED Display Control

Program Display with PC, Mac,  
Smartphone, Tablet, or any other  
Internet-connected Device.



**A smaller pixel pitch of 4, 6, or 8mm produce higher resolution creating sharper images with crisp details..**

**A larger pixel pitch of 12, 16 or 20mm results in low resolution and coarse images with little to no details..**



## Limited Lifetime Warranty

1. Signs Plus New Ideas - New Technologies (the "Company") expressly warrants to the original purchaser (the "Customer") that, for a period of six (6) years from the date of shipment (the "Warranty Period"), the Ascend Series LED electronic display and the associated Company products (the "Product") will be free of material defects in materials and workmanship impacting Product fit, form and/or function.
2. Ascend LED Display: The LED display consists of a 1'x 2' LED Modules. If the LED modules fails to operate the Company will replace the module for a period of 6 years. The Company will replace the LED module for a period of 6 years if 0.5% or more of the LED pixels malfunction.
3. Sign Structure and Sign Face: In the event the sign structure or identification portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
4. Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet.
5. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Customer will be responsible for removing and reinstalling all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by the Company.
6. Lifetime telephone support for the Product is provided, as needed.
7. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees or companies contracted by the Company.

8. LED display communication devices are covered for one (1) year or by the Manufacturer's warranty, whichever is longer.
9. ID cabinet internal LED illumination is covered for six (6) years.
10. Exclusions and Restrictions:
  - a. The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products.
  - b. Damage to Product that has been moved from its original installation location or is mounted in a mobile structure other than mobile structures provide by the Company.
  - c. Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
  - d. Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
11. This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
  - a. Unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
  - b. Damage (not resulting from manufacturing defects) that occurs while the Product is in the Customer's control and/or possession, unless otherwise noted in this Limited Warranty.
  - c. Extreme physical or electrical stress or interference, inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, including Force Majeure.
  - d. Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.

12. All items returned to the Company must have a Return Materials Authorization (“RMA”) number available upon contacting the Company.
- a. Replacement LED Modules are shipped with the agreement that the malfunctioning LED module is returned to the Company and the Customer is invoiced for the replacement module if the module is not returned within 30 days.
    - i. The Company provides a prepaid mailing label for the return shipment and a written agreement for the amount of the potential invoice upon receipt of the RMA.
  - b. The Company is responsible for the cost of shipping parts from the Company to the Customer, except for sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery.
  - c. Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction.
13. The Limited Warranties set forth herein are the only warranties made by the Company in connection with the Product. The Company cannot and does not make any implied or express warranties with respect to the Product and disclaims all other warranties, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. The Company’s sole obligation under this limited warranty shall be to repair or replace malfunctioning or defective parts of the Product. Customer assumes all risk whatsoever as to the result of the use of the Product purchased, whether used singularly or in combination with any other Product or substances.
14. No claim by the Customer of any kind including, but not limited to, claims for indemnification, shall be greater in amount than the purchase price for the Product with respect of which damages are claimed. In no event shall Company be liable to customer in tort, contract or otherwise, for any special, indirect, incidental, consequential, reliance, punitive or exemplary damage, or for loss of profit, revenue or use, in connection with, arising out of, or as a result of, the sale, delivery, servicing, use or loss of use of the Product sold hereunder, or for any liability that Customer has to any third party with respect thereto.



## To Higher Resolution

### Ascend's Advanced Modular System

High Resolution 6mm, or 8mm. Small pixel pitches produce higher resolution and sharper

LED panels are sealed & waterproof. IP67 rated, includes full submersion. Advanced engineering with heat sink technology eliminates cooling fans. Internal electronics are isolated from the external environment.

Ascend LED panels have no internal serviceable parts. Easy & fast LED panel removal with latch system. No service tech, no labor, no trip charge, & limited downtime. Lower cost of ownership over time.

Bi-directional data supply. LED panels receives data from both directions, limiting a failure to one panel while the rest continue to receive data

Non-daisy chained power supplies. If a power supply fails only 1 module is affected

#### Future Proof!

Upgrade to a higher resolution or increase the size of the LED display without replacing your sign.

6-year LED panel replacement warranty  
20% longer peace of mind

### VS Traditional LED Cabinets

Weather resistant enclosures protecting the internal LED electronics. 16mm is most popular pixel pitch but the outdated 20mm is still offered. Both result in low resolution, coarse images.

Requires fans to prevent heat build-up which draws in outside air & any humidity, degrading electronics. Insects penetrate screened vents. Open any traditional LED cabinet after 1 or 2 years and discover collected debris and degradation of internal components.

Dozens of internal parts require service by trained technician. Trip charges, high labor rates, excessive downtime & escalating cost of ownership while being referred to as "that organization down the street with a broken sign"

Uni-directional data supply. Data travels from one LED board to the next, one failure results in multiple LED boards going dark.

Daisy chained power supplies, each powering multiple LED boards. One failure results in multiple LED boards going dark.

#### Not Future Proof

Requires complete sign cabinet replacement

Typical LED warranty is 5-years



# **SIGNS PLUS**

NEW IDEAS-NEW TECHNOLOGY, INC.





# ASCEND

## Technical Specifications

Item #

### to Higher Resolution

Pixel Pitch	LED Panel Matrix	Pixels per Square Foot	Min. Text Size	Brightness	LEDs per Pixel
8mm	40 x 80	1,600	2.4"	10,000 Nits	1R, 1B, 1G (SMD)
6mm	48 x 96	2,304	2"	10,000 Nits	1R, 1B, 1G (SMD)

Full Color	281 Quadrillion Colors
Average LED life	100,000 hours
Control type	Waterproof Industrial Solid-state Quad-core CPU&GPU Controller
Communication Options	Direct Ethernet, Wireless, Fiber, Verizon
Video File Formats	AVI, WMV, MPG, RM/RMVB, MOV, DAT, VOB, MP4, FLV,
Text Formats	TXT, RTF, WORD, PPT, Excel, etc.
Image Formats	BMP, JPG, PNG, TIF, GIF, etc.
Refresh Rate	> 3,000 HZ for Reduced Motion Blur
Frame Rate	≥ 60 frames-per-second for Smoother & More Realistic Imaging
Dimming	100 levels - Light Sensor or Software
Software	Ascend Media Player, Always-on Cloud
Operating System	Cloud OS, Connect using PC, Mac, iPad,
Storage Capacity	Cloud Storage
LED Panel Construction	Patented Aluminum LED Panels, 100% Solid State System, Zero Moving Parts
Cabinet Construction	Ascend LED Panels Eliminates Traditional LED Cabinet
Service	LED Panels have No Internal Serviceable Parts
Tech Support	Remote Diagnostics with Lifetime In-House Tech Support
LED Module Weatherability	IP67 Rated - Front and Back - Fully
Thermal Control	Advanced Solid Aluminum Heat Sink Technology
Data-flow	Bidirectional Data-flow Between LED Panels
Power Control	Non-daisy Chained PRECISE POWER Control System
Sign Face & Structural Warranty	Limited Lifetime Warranty
Removing LED Panels	Easy & Fast Latch System
Future Proof	Easy Upgrade of Pixel Pitch or Larger Screen Size
Calibration	Remote Calibration for LED Panel Brightness
Working Voltage	AC 110-volt to 240-volt ± 15%, 50-60-HZ, Sign Size Specific
Certifications	UL, ETL, FCC, RoHS, ISO 9001
LED Panel Warranty	<u>6-year LED Panel Replacement Warranty</u>

∞ Researchers say a healthy human eye distinguishes between 1 - 10 millions colors, we've got them all covered!

∞ Refer to sign quote for specific warranty information for your sign

∞ All components are certified to comply with FCC Rules, Part 15



NEW IDEAS-NEW TECHNOLOGY, INC.

info@SignsPlusSigns.com

800.848.4262





**Stewart Signs**  
 ONE SIGN. ONE COMPANY  
 1-800-237-3928 stewartsigns.com

TekStar Color 10.66mm 60x210  
 Cabinet Size: 5'x8'  
 Sk: 1062052-1 Cust: 3193038  
 6/5/2025 F/aVasquez PROPOSAL  
 Scale: 5/8"=1' Cabinet Color: Bristol Blue

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please confirm that all lettering, colors and graphics are correct before signing. Changes to artwork after signature is received will incur a \$500 art change fee.





Create and send amazing sign messages from anywhere  
with the easiest LED sign software in the Cloud.

Sign owners have told us that they want sign software that's easy to use and can be accessed from any device. Software with powerful editing and scheduling capabilities, built from the ground-up with security in mind. Software that just works and requires no installation or complex network setup.

Introducing SignCommand, the next generation in LED sign control. From a built-in library of video clips to easy collaboration with other users, your sign message will become a powerful voice for your organization. Get more from your sign with the power of the cloud!



The leader in **secure and reliable**  
cloud application hosting



Works across **all operating systems**,  
only a web browser required!

Learn more at [stewartsigns.com/software](http://stewartsigns.com/software)



## Access From Anywhere

Search, preview and add from our expanding graphics library optimized for use on signs, right inside the application.



## The Media You Need

Access an expanding library of video clips and animations that are optimized for use on signs.



## Your Message, On Your Time

Advanced scheduling options allow for highly customized messages based on date and time



## Eye-Catching Special Effects

Many built-in effects will increase interest and attention in your sign message.



## Delivering Peace-of-Mind

Offering features like two-factor authentication, it's built from the ground-up with a focus on the security of your sign and its message.



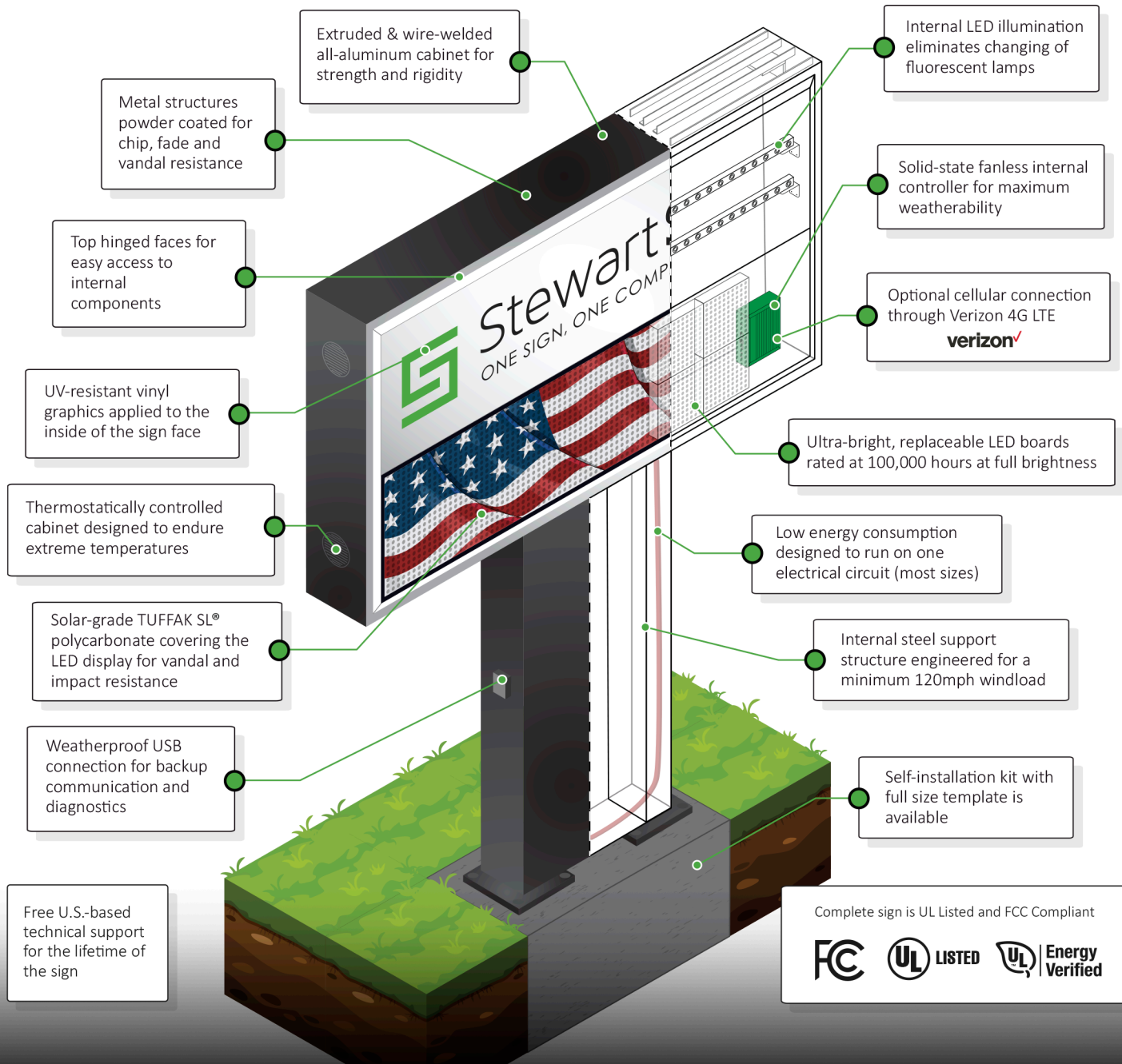
## A Network of Support

Remote diagnostics & monitoring allow us to fix existing problems and prevent future ones.

# ANATOMY OF THE TEKSTAR LED

## FROM STEWART SIGNS

Item # 6.



LEARN MORE AT  
[stewartsigns.com/tekstar](http://stewartsigns.com/tekstar)

**Stewart Signs**  
ONE SIGN, ONE COMPANY

[stewartsigns.com](http://stewartsigns.com) ■ 800-237-3928



## Capabilities for a 10.66mm 60x210 Full Color LED Display

### Want More?

We make LED displays to **fit every budget and need**.  
Upgrade to a higher resolution display for even more amazing clarity and increased capabilities!

[16mm 40x140](#)

11,200  
total pixels  
\$25,821 investment  
\$2.31 per pixel  
5 rows of text  
*56% decrease in resolution  
(14,000 less pixels) for 8%  
less investment than 10.66mm  
60x210*  
[View this sign](#)

**This Display**

25,200  
total pixels  
\$27,945 investment  
\$1.11 per pixel  
7 rows of text

[8.88mm 72x252](#)

36,288  
total pixels  
\$29,940 investment  
\$0.83 per pixel  
9 rows of text  
*44% increase in resolution  
(11,088 more pixels) for 7%  
more investment than 10.66mm  
60x210*  
[View this sign](#)

[6.67mm 96x336](#)

64,512  
total pixels  
\$31,792 investment  
\$0.49 per pixel  
12 rows of text  
*156% increase in resolution  
(39,312 more pixels) for 14%  
more investment than 10.66mm  
60x210*  
[View this sign](#)








Prepared for

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

Prepared by

**Alejandro Vasquez**  
avasquez@stewartsigns.com  
1.888.237.3928 x2440

DESCRIPTION	PRICE
<p><b>Double Sided Full Color TekStar Outdoor LED Sign</b> LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.</p> <p><b>LED display</b></p> <ul style="list-style-type: none"> <li>• 10.66mm full color at 60 pixels high by 210 pixels wide (12,600 total pixels per side)</li> <li>• Active display area 2'1" x 7'4" (15.4 square feet per side)</li> <li>• 1 to 7 rows of text and use your own images and video clips</li> <li>• 10-year parts availability guarantee (see warranty for info)</li> <li>• Entire sign UL Listed and FCC Part 15 compliant</li> </ul> <p><a href="#">See full display capabilities</a></p> <p><b>Communication method</b> Communication provided by cellular modem and LIFETIME Cell Connect data plan. <a href="#">See full specifications</a></p> <p><b>Sign structure and faces</b></p> <ul style="list-style-type: none"> <li>• Double sided 5' x 8' sign cabinet with 12" deep extruded aluminum</li> <li>• TCI® industrial powder coat finish, color: ** TO BE DETERMINED **</li> <li>• Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face</li> <li>• Internal illumination with LED lamps</li> <li>• TUFFAK® SL pan-formed faces removable via internal retainers</li> <li>• Dual leg mount with cowling (creates pedestal appearance)</li> <li>• Leg height: 3'6", Leg width: 2'8", Overall sign height: 8'6"</li> <li>• Minimum wind load rating: 120mph, exposure B</li> <li>• Lifetime warranty on structure &amp; faces, including vandalism (see warranty for info)</li> </ul> <p><b>Electrical specifications</b></p> <ul style="list-style-type: none"> <li>• One 20 amp circuit, 120 volts; Max draw: 10.3 amps</li> </ul>	<p>\$27,945.00</p> 
<p><b>Software</b> SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. <a href="#">Learn more.</a></p>	Included
<p><b>Freight</b></p> <ul style="list-style-type: none"> <li>• Shipping of sign from factory to location</li> </ul>	Included

**Special instructions**

- ☐ Installation not included – Can be coordinated with a local contractor
- ☐ Self-installation kit included
- ☐ Electrical work to sign location not included (must be 3' from sign)
- ☐ All signs are subject to local zoning regulations and municipal code compliance
- ☐ Sales tax not included in the quoted price

Total: \$27,945.00  
+ any applicable sales tax  
Payment terms: Net 30 with Purchase Order Issued to Stewart Signs

INITIALS



Prepared for: City of Stone Mountain • Stone Mountain, GA

Prepared by: Alejandro Vasquez • avasquez@stewartsigns.com • 1.888.237.3928 x2440

#### SHIPPING INFORMATION

All items not specified here will be shipped to:

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

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

#### TERMS & CONDITIONS (\*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.

[Watch a typical freestanding sign installation.](#)

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above.

INITIALS

#### ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote #1062052-1

SIGNATURE

PRINT NAME

DATE

**Alejandro Vasquez**

Alejandro Vasquez, Sign Consultant

6/2/2025



Prepared for: City of Stone Mountain • Stone Mountain, GA

Prepared by: Alejandro Vasquez • avasquez@stewartsigns.com • 1.888.237.3928 x2440

### Limited Product Warranty ("Limited Warranty")

#### Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:  
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:  
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.  
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.  
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.  
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
  - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign.
  - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
  - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
  - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.

INITIALS

Prepared for: City of Stone Mountain • Stone Mountain, GA

Prepared by: Alejandro Vasquez • avasquez@stewartsigns.com • 1.888.237.3928 x2440

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
  - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
  - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
  - d) Unauthorized modification, including installation of third-party software on the Product.
  - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
  - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
  - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

10-Year Parts Guarantee - Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: 855-841-4624  
Web: [www.stewartsigns.com/support/](http://www.stewartsigns.com/support/)

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INITIALS

STATE OF GEORGIA  
COUNTY OF DEKALB

ORDINANCE NO. 2025-\_\_

**AN ORDINANCE TO CREATE THE CITY OF STONE MOUNTAIN  
PARKS AND RECREATION COMMITTEE**

**WHEREAS**, pursuant to its Charter and other laws of the State of Georgia, the City of Stone Mountain, Georgia (the “City”), has the power to adopt reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

**WHEREAS**, the City Council desires to create a committee of resident volunteers who are committed to receiving direction from the City Council and providing recommendations back to the City Council regarding the use, operation, management, recreational programming, and capital improvement of the City’s park, recreation and greenspace facilities.

**NOW THEREFORE**, it is hereby ordained by the governing authority of the City of Stone Mountain as follows:

**SECTION 1.** The Code of the City of Stone Mountain, Georgia, is hereby amended to include the provisions as set out in Exhibit A, attached hereto and incorporated herein by this reference, related to the formation of the City’s Parks and Recreation Committee.

**SECTION 2.** All ordinances, parts of ordinances, or regulations in conflict herewith are hereby repealed.

**SECTION 3.** Any prior City parks and recreation committee, whether formally created or not, and any appointments thereto, are hereby abolished and terminated.

**SECTION 4.** This Ordinance shall become effective in accordance with City Charter Sec. 2.34.

**SECTION 5.** This Ordinance was proposed by Council Member \_\_\_\_\_ with a motion to adopt. Thereafter, the motion was seconded by Council Member \_\_\_\_\_. \_\_\_\_\_ Council Members voted in favor of the motion and \_\_\_\_\_ Council Members voted against the motion.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

Approved as to form:

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

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

Attest: \_\_\_\_\_  
Shavala Ames, City Clerk

[City Seal]

---

**CITY CHARTER SEC. 2.21 REQUIREMENTS**

- Date of First Reading: \_\_\_\_\_
- Date of Second Reading: \_\_\_\_\_
- Date Adopted: \_\_\_\_\_

**City Charter, Section 2.21. (Ordinance form; procedures),** provides as follows:

- (a) Every proposed ordinance should be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "It is hereby ordained by the governing authority of the City of Stone Mountain..." and every ordinance shall so begin. Prior to the submission of any ordinance for consideration by the mayor and city council, the same shall be submitted to the city attorney and be approved by him or her as to form and to ensure such ordinance is not covered by, or in conflict with, any law of general application or other city ordinance.
- (b) An ordinance may be introduced by any member of the city council and be read at a regular meeting, work session, or special meeting of the city council. Ordinances shall be considered and adopted or rejected by the city council in accordance with the rules which it shall establish; provided, however, an ordinance shall not be adopted the same day it is introduced, except for emergency ordinances provided for in Section 2.23 of this charter. Upon introduction of any ordinance, the city clerk shall as soon as possible distribute a copy to the mayor and to each councilmember and shall file a reasonable number of copies in the office of the city clerk and at such other public places as the city council may designate.
- (c) The reading of the preamble to an ordinance shall be sufficient to meet the requirements of a "read" or "reading." By an affirmative vote of a majority of the city council, a reading of the ordinance in its entirety shall be required.

### **CITY CHARTER SEC. 2.34 REQUIREMENTS**

- Date ordinance presented to Mayor: \_\_\_\_\_ (within three days after its adoption)
- Date ordinance returned to City Clerk: \_\_\_\_\_ (within four days of receipt from Clerk)

**City Charter, Section 2.34. (Submission of ordinances to the mayor; veto power)** provides as follows:

- (a) Every ordinance adopted by the city council shall be presented by the city clerk to the mayor within three days after its adoption.
- (b) The mayor shall within four days of receipt of an ordinance return it to the city clerk with or without his or her approval or with his or her disapproval. If the ordinance has been approved by the mayor, it shall become law upon its return to the city clerk; if the ordinance is neither approved nor disapproved, it shall become law on the fifteenth day after its adoption; if the ordinance is disapproved, the mayor shall submit to the city council through the city clerk a written statement of the reasons for the veto. The city clerk shall record upon the ordinance the date of its delivery to and receipt from the mayor.
- (c) Ordinances vetoed by the mayor shall be presented by the city clerk to the city council at its next meeting when a quorum shall be present, and should the city council then or at its next general meeting adopt the ordinance by an affirmative vote of a majority of the quorum then present, it shall become law.
- (d) The mayor may disapprove or reduce any item or items of appropriation in any ordinance. The approved part or parts of any ordinance making appropriations shall become law, and the part or parts disapproved shall not become law unless subsequently passed by the city council over the mayor's veto as provided in this section. The reduced part or parts shall be presented to the city council as though disapproved and shall not become law unless overridden by the council as provided in subsection (c) of this section.

- Date this ordinance becomes law: \_\_\_\_\_

## **EXHIBIT A**

[The following text of The Code of the City of Stone Mountain, Georgia, is to be amended by removing the ~~strike through~~ language and adding the **bold** language.]

### **PART II – CODE OF ORDINANCES CHAPTER 2 – ADMINISTRATION ARTICLE \_\_\_\_ . PARKS AND RECREATION COMMITTEE**

#### **Sec. 2-\_\_\_\_. Purpose.**

The City of Stone Mountain, Georgia (referred to in this article as the “City”) owns and manages multiple park, recreational and greenspace facilities throughout the City. This article is created by the City Council of Stone Mountain (hereinafter in this article referred to as the “City Council”) to provide an organizational structure for a committee of appointed volunteers who are committed to receiving direction from the City Council and providing recommendations to the City Council regarding the public use, recreational programming, and capital improvement of the City’s park, recreation and greenspace facilities.

#### **Sec. 2-\_\_\_\_. Creation, appointment and compensation.**

A standing committee is hereby created called the “City of Stone Mountain Parks and Recreation Committee” (hereinafter in this article referred to as the “Committee”).

- (1) *Membership, qualifications and terms of office.* The Committee shall consist of at least three (3) members but no more than five (5) members, each of whom shall be appointed by the City Council as provided below. To be eligible for appointment to the Committee, individuals must be residents of the City for at least one (1) year prior to taking office. Appointees shall serve a maximum of three (3) consecutive two-year terms, except as otherwise provided herein. A period of two (2) years shall elapse before any member serving the maximum three (3) consecutive terms shall be eligible to serve again on the Committee.
- (2) *Nomination, appointment and vacancies.*
  - a. Nominations for appointment to the Committee may be made by the Mayor and City Council members in their discretion. The Mayor or any member of the City Council may move for the appointment of a qualified individual to fill an open position on the Committee. Upon majority vote of the City Council, such nominated individual shall be appointed to fill the open position to serve in accordance herewith.
  - b. If requested by the City Council, when appointing Committee members, the City Clerk shall take action as may reasonably be required to inform City residents that an opening exists on the Committee, including the publication of a notice on the City’s website and in the City’s legal organ for a period no less than three (3) days

or more than ten (10) days. The City Clerk shall accept applications from interested individuals. The City Council shall review the applications and may appoint one or more individuals to fill open positions on the Committee membership.

- c. If an appointed member is unable to complete a term of office, then an appointment to fill the unexpired term shall be made in the same manner as making an initial appointment. A member appointed to serve the remainder of an unexpired term shall be eligible for reappointment for a maximum of two (2) consecutive two-year terms.
  - d. The term of the initial appointments to the Committee shall expire on January 31, 2026.
- (3) Members shall serve without compensation but may be reimbursed for reasonable expenses as approved, in advance, by the City Council.
- (4) Members shall serve at the will of the City Council and may be removed from the Committee at any time with or without cause.

**Sec. 2-\_\_\_\_\_. Duties of the Committee.**

The Committee shall:

- (1) Upon receipt of any specific direction from the City Council, provide recommendations and/or deliverables back to the City Council within a reasonable timeframe.
- (2) Periodically, but at a minimum, annually, review the City's Parks and Recreation Facility Rules and, if appropriate, propose amendments to the City Council for its consideration.
- (3) Propose recommended recreational programming opportunities to the City Council for its consideration.
- (4) Propose recommended capital improvements to the City's park, recreation and/or greenspace facilities to the City Council for its consideration.
- (5) Report to the City Council at least quarterly throughout the calendar year, in person at an open City Council meeting or by written submission to the City Council, regarding the activities of and business conducted by the Committee over the previous quarter and what is anticipated for the next quarter following the date of such report.

**Sec. 2-\_\_\_\_. Assistance by the City.**

The City administration shall provide technical and clerical assistance as the Committee may require and shall maintain permanent and complete records of the activities of the Committee.

**Sec. 2-\_\_\_\_. Bylaws, officers and quorum.**

- (a) The Committee shall adopt rules and procedures, such as bylaws for the transaction of its business. The Committee shall have the prerogative to adopt reasonable rules and bylaws consistent with this article and without the necessity of a further vote of the City Council. The Committee shall provide for the time and place of regular meetings and a method for the calling of special meetings. The Committee shall meet in January and at least quarterly throughout the calendar year. Meetings shall be conducted in accordance with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., as amended.
- (b) A quorum shall consist of a majority of the members.
- (c) The Committee shall elect a chair and such other officers as it deems appropriate from among its members. Officers shall serve one-year terms and shall be eligible for reelection. The Committee shall elect its officers at its January meeting.



CITY OF STONE MOUNTAIN  
COUNTY OF DEKALB  
STATE OF GEORGIA

**THE COUNCIL OF THE CITY OF STONE MOUNTAIN HEREBY ORDAINS**

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF STONE MOUNTAIN; TO CREATE SECTION 2-32; TO PROVIDE FOR PROCEDURES FOR REMOVAL OF AN ELECTED OFFICER OF THE CITY; TO PROVIDE FOR A HEARING, APPOINTMENT OF A HEARING PANEL, RULES OF EVIDENCE, HEARING PROCEDURES; TO REQUIRE WRITTEN DECISION; TO PROVIDE FOR AN APPEAL; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

1. **Chapter 2 Article II. – MAYOR AND CITY COUNCIL** of the Code of Ordinances of the City of Stone Mountain shall be amended by creating new section 2-135, to be entitled Procedures for Removal of Officer, and to provide as follows:

**2-135. Procedures for Removal of Officer:** The following procedures shall be followed for the removal of an officer as specified in Section 5.16 of the Charter:

- (a) Impartial Hearing Panel
  - (1) The Panel shall be made up of three (3) members.
  - (2) One member shall be the Chief Judge of the City's Municipal Court. If for some reason the Chief Judge is unable to serve, the Chief Judge shall appoint an individual who meets the qualifications as set forth in this Section. The Chief Judge or his/her appointee shall be paid the same rate as the current rate for the Chief Judge for Municipal Court appearances.
  - (3) The remaining two members shall be appointed by a majority vote of Council.
  - (4) In addition to the Chief Judge or his/her appointee, at least one member shall be a competent attorney at law in good standing with the Georgia Bar with at least seven (7) years' experience in the practice of law. Said member shall be paid the same hourly rate as that received by the City Attorney. This attorney shall not have represented the Mayor nor any individual Council Member in his/her personal business at any time.
  - (5) In addition to the Chief Judge or his/her appointee, at least one member shall be a resident of the City of Stone Mountain, Georgia who has

continuously resided in the City at least three (3) years. For purposes of this section, “residing” means either owning or renting real property in the City, where such property is the primary place of abode of said person; said person currently lives at such property on a regular, continuous basis; and said person has no present intention of leaving said abode. Said member shall be paid the same rate as the current rate for a DeKalb County Grand Juror.

- (6) The person who is subject of the removal proceedings shall not serve on the panel.
- (7) Neither the Mayor nor a current member of City Council may be a member of the panel.
- (8) No member of the panel may be related by blood or marriage to the Mayor, any current member of City Council, nor the Chief Judge.
- (9) Except for the Chief Judge, no member of the panel may be a current employee, contractor, or appointee of the City, the Mayor, or the City Council.
- (10) Each member shall be impartial and shall have no conflict of interest with respect to the person subject of the removal proceedings.
- (11) Each member shall be at 21 years of age.
- (12+) Upon nomination to serve as a member of the panel, the nominee member must agree to serve and shall swear or affirm that s/he meets the applicable qualifications as set forth herein.

(b) Commencement of Proceedings

- (1) In order for removal proceedings to begin, there must be a majority vote of Council calling for the commencement of removal proceedings, identifying the person who is subject to removal, and stating at least one reason why such removal is being sought. Such reason(s) for the removal must be one or more of the causes provided in Title 45 of the Georgia Code or such other applicable laws. Such person subject of the removal proceedings shall be provided written notice specifying the reason(s) removal is being sought, and the City Clerk shall provide same within five (5) days of the commencement vote. The reason(s) why such removal is being sought is/are the only ground(s) upon which such person may be removed upon majority vote of the impartial hearing panel after the public hearing as set forth herein.
- (2) Recognizing that the City Attorney has a conflict of interest in seeking removal of an elected or appointed official, City Council shall retain outside counsel to represent the City in the removal proceedings. Within

ten (10) days of the commencement vote, the City Attorney shall submit in writing to the City Clerk the names of at least two possible candidates who have agreed that s/he would serve in the position of outside counsel representation in the removal proceedings. Said attorney shall be paid the same hourly rate as that received by the City Attorney. This attorney shall not have represented the Mayor nor any individual Council Member in his/her personal business at any time.

- (3) Within ten (10) days of the commencement vote, the Chief Judge shall affirm that s/he will serve on the impartial hearing panel or shall name his/her appointee.
- (4) Within ten (10) days of the commencement vote, the Mayor and each Council Member who desires to nominate a remaining member of the hearing panel shall submit in writing one name to the City Clerk. Therefore, there can be no more than seven (7) nominations for the two remaining panel members. This provision applies regardless of whether the Mayor or Council Member is subject of the removal proceedings.
- (5) The City Clerk shall place the names of the proposed outside counsel as the first agenda item to be voted on at the next regularly-scheduled meeting of City Council. The City Clerk shall place the names of the nominated panel members as the second agenda item to be voted on at the next regularly-scheduled meeting of City Council. The City Clerk shall provide each panel nominee's written agreement to serve and oath of qualifications in the agenda packet. Neither of these votes may be tabled or postponed to a future meeting.
- (6) In the event a majority of Council cannot agree on a proposed outside counsel to represent the City in the removal proceedings, the Chief Judge shall appoint said outside counsel.

(c) Hearing Procedures

- (1) The Chief Judge or his/her appointee shall serve as presiding officer of the hearing. The Chief Judge or his/her appointee may issue subpoenas as may be requested by either the City or the person subject of the removal proceedings. Each side shall request no more than three (3) subpoenas.
- (2) The hearing shall be open to the public. Notice of the hearing shall be the same as that required for a regularly-schedule City Council meeting.
- (3) A majority of the hearing panel shall set the date, time, and location of the hearing. Said hearing shall take place inside the City limits of the City of Stone Mountain.

- (4) The person subject of the removal proceedings may hire private counsel but is not required to be represented by counsel at the hearing.
- (5) At least three (3) business days prior to the hearing, the City and the person subject of the removal proceedings shall provide to the Chief Judge or his/her appointee, as well as to the opposing party, a list of any witnesses the party intends to call at the hearing. The parties are not required to call any identified witness on such list, but any additional, unlisted witnesses will not be heard at the hearing, unless in the discretion of the Chief Judge or his/her appointee mitigating factors exist as to why each additional witness was not timely identified prior to the hearing. Where practicable, a copy of each exhibit to be identified or tendered at the hearing shall be furnished to the Chief Judge or his/her appointee, as well as to the opposing party at least 3 days before the hearing unless otherwise directed by the hearing officer. The Chief Judge be responsible for transmitting the witness lists and exhibits to the other hearing panel members.
- (6) The burden of proving the ground(s) specified in the notice shall be on the City. The burden of proof shall be by the preponderance of the evidence \_\_\_\_\_  
[or clear and convincing evidence].
- (7) Each party shall have the right to give a brief opening statement, and then the parties shall be allowed to present their side of the matter, including submission of any documentary evidence and examination of any witnesses.
- (8) The Chief Judge or his/her appointee may apply the rules of evidence as applied in civil nonjury matters but shall, when necessary to ascertain facts not reasonably susceptible of proof under such rules, allow evidence not otherwise admissible thereunder if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs or if it consists of documents relied upon by the City in the normal course of its business.
- (9) The Chief Judge or his/her appointee shall give effect to statutory presumptions and the rules of privilege recognized by law.
- (10) Whenever any oral testimony sought to be admitted is excluded by the Chief Judge or his/her appointee, the proponent of the testimony may make an offer of proof by means of a brief statement on the record describing the excluded testimony. Whenever any documentary or physical evidence or written testimony sought to be admitted is excluded, it shall remain a part of the record as an offer of proof.
- (11) The parties shall be allowed full and thorough cross examination of any witnesses.

Ordinance 202\_\_ - \_\_ - \_\_\_\_

- (12) As each witness is called, s/he will answer direct questions and then be subject to cross-examination from the other party. During the evidentiary presentation, the hearing panel members shall have the right to ask questions of the party currently presenting evidence, ask questions of the witnesses, and request clarification of certain points.
  - (13) After the City has presented any evidence in rebuttal or waived the right to do so, each party shall have the right to give a brief closing argument as directed by the Chief Judge or his/her appointee.
  - (14) The City shall provide for the transcription of the proceedings by a certified court reporter and shall bear costs of same.
  - (d) Within 15 days after the completion of the hearing, the hearing panel shall make a written decision with findings and conclusions. The decision shall carry with a majority vote of the hearing panel members. The Chief Judge or his/her appointee shall deliver a copy of said written decision to the person subject of removal and to the counsel representing the City. Said counsel for the City shall then distribute said written decision to the Mayor and each Council Member.
  - (e) Any appeal shall be as set forth in section 5.16 (b) of the City Charter and shall be pursued under the Superior and State Court Appellate Practice Act, § 5-3-1 et seq.
2. **Repealer.** All ordinances or parts of ordinances that conflict with this ordinance are hereby repealed.
  3. **Severability.** If any paragraphs, subparagraphs, sentence, clause, phrase, or any portion of this Ordinance shall be declared invalid or unconstitutional by any Court of competent jurisdiction, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council to provide separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.
  4. This Ordinance shall become effective as provided by the Charter.

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 Dr. Beverly Jones, Mayor

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 Shavala Ames, City Clerk

CITY OF STONE MOUNTAIN  
COUNTY OF DEKALB  
STATE OF GEORGIA

**THE COUNCIL OF THE CITY OF STONE MOUNTAIN HEREBY ORDAINS**

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF STONE MOUNTAIN; TO CREATE SECTION 2-32; TO PROVIDE FOR PROCEDURES FOR REMOVAL OF AN ELECTED OFFICER OF THE CITY; TO PROVIDE FOR A HEARING, APPOINTMENT OF A HEARING PANEL, RULES OF EVIDENCE, HEARING PROCEDURES; TO REQUIRE WRITTEN DECISION; TO PROVIDE FOR AN APPEAL; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

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- (a) Impartial Hearing Panel
  - (1) The Panel shall be made up of three (3) members.
  - (2) One member shall be the Chief Judge of the City's Municipal Court. If for some reason the Chief Judge is unable to serve, the Chief Judge shall appoint an individual who meets the qualifications as set forth in this Section. The Chief Judge or his/her appointee shall be paid the same rate as the current rate for the Chief Judge for Municipal Court appearances.
  - (3) The remaining two members shall be appointed by a majority vote of Council.
  - (4) In addition to the Chief Judge or his/her appointee, at least one member shall be a competent attorney at law in good standing with the Georgia Bar with at least seven (7) years' experience in the practice of law. Said member shall be paid the same hourly rate as that received by the City Attorney. This attorney shall not have represented the Mayor nor any individual Council Member in his/her personal business at any time. This attorney shall not be a current resident of the City of Stone Mountain. For purposes of this section, a resident of the City of Stone Mountain means either owning or renting real property in the City, where such property is

the primary place of abode of said person; said person currently lives at such property on a regular, continuous basis; and said person has no present intention of leaving said abode.

- (5) In addition to the Chief Judge or his/her appointee, the third member shall be a resident of DeKalb County, Georgia but not of the City of Stone Mountain. For purposes of this section, a resident of DeKalb County, Georgia means either owning or renting real property in DeKalb County, where such property is the primary place of abode of said person; said person currently lives at such property on a regular, continuous basis; and said person has no present intention of leaving said abode. A resident of the City of Stone Mountain means either owning or renting real property in the City, where such property is the primary place of abode of said person; said person currently lives at such property on a regular, continuous basis; and said person has no present intention of leaving said abode. Said member shall be paid the same rate as the current rate for a DeKalb County Grand Juror.
  - (6) The person who is subject of the removal proceedings shall not serve on the panel.
  - (7) Neither the Mayor nor a current member of City Council may be a member of the panel.
  - (8) No member of the panel may be related by blood or marriage to the Mayor, any current member of City Council, nor the Chief Judge.
  - (9) Except for the Chief Judge, no member of the panel may be a current employee, contractor, or appointee of the City, the Mayor, or the City Council.
  - (10) Each member shall be impartial and shall have no conflict of interest with respect to the person subject of the removal proceedings.
  - (11) Each member shall be at least 21 years of age.
  - (12) Upon nomination to serve as a member of the panel, the nominee member must agree to serve and shall swear or affirm that s/he meets the applicable qualifications as set forth herein.
- (b) Commencement of Proceedings
- (1) In order for removal proceedings to begin, there must be a majority vote of Council calling for the commencement of removal proceedings, identifying the person who is subject to removal, and stating at least one reason why such removal is being sought. Such reason(s) for the removal must be one or more of the causes provided in Title 45 of the Georgia

Code or such other applicable laws. Such person subject of the removal proceedings shall be provided written notice specifying the reason(s) removal is being sought, and the City Clerk shall provide same within five (5) days of the commencement vote. The reason(s) why such removal is being sought is/are the only ground(s) upon which such person may be removed upon majority vote of the impartial hearing panel after the public hearing as set forth herein.

- (2) Recognizing that the City Attorney has a conflict of interest in seeking removal of an elected or appointed official, City Council shall retain outside counsel to represent the City in the removal proceedings. Within ten (10) days of the commencement vote, the City Attorney shall submit in writing to the City Clerk the names of at least two possible candidates who have agreed that s/he would serve in the position of outside counsel representation in the removal proceedings. Said attorney shall be paid the same hourly rate as that received by the City Attorney. This attorney shall not have represented the Mayor nor any individual Council Member in his/her personal business at any time.
- (3) Within ten (10) days of the commencement vote, the Chief Judge shall affirm that s/he will serve on the impartial hearing panel or shall name his/her appointee.
- (4) Within ten (10) days of the commencement vote, the Mayor and each Council Member who desires to nominate a remaining member of the hearing panel shall submit in writing one name to the City Clerk. Therefore, there can be no more than seven (7) nominations for the two remaining panel members. This provision applies regardless of whether the Mayor or Council Member is subject of the removal proceedings.
- (5) The City Clerk shall place the names of the proposed outside counsel as the first agenda item to be voted on at the next regularly-scheduled meeting of City Council. The City Clerk shall place the names of the nominated panel members as the second agenda item to be voted on at the next regularly-scheduled meeting of City Council. The City Clerk shall provide each panel nominee's written agreement to serve and oath of qualifications in the agenda packet. Neither of these votes may be tabled or postponed to a future meeting.
- (6) In the event a majority of Council cannot agree on a proposed outside counsel to represent the City in the removal proceedings, the Chief Judge shall appoint said outside counsel.

(c) Hearing Procedures



- (1) The Chief Judge or his/her appointee shall serve as presiding officer of the hearing. The Chief Judge or his/her appointee may issue subpoenas as may be requested by either the City or the person subject of the removal proceedings. Each side shall request no more than three (3) subpoenas.
- (2) The hearing shall be open to the public. Notice of the hearing shall be the same as that required for a regularly-schedule City Council meeting.
- (3) A majority of the hearing panel shall set the date, time, and location of the hearing. Said hearing shall take place inside the City limits of the City of Stone Mountain.
- (4) The person subject of the removal proceedings may hire private counsel but is not required to be represented by counsel at the hearing.
- (5) At least three (3) business days prior to the hearing, the City and the person subject of the removal proceedings shall provide to the Chief Judge or his/her appointee, as well as to the opposing party, a list of any witnesses the party intends to call at the hearing. The parties are not required to call any identified witness on such list, but any additional, unlisted witnesses will not be heard at the hearing, unless in the discretion of the Chief Judge or his/her appointee mitigating factors exist as to why each additional witness was not timely identified prior to the hearing. Where practicable, a copy of each exhibit to be identified or tendered at the hearing shall be furnished to the Chief Judge or his/her appointee, as well as to the opposing party at least 3 days before the hearing unless otherwise directed by the hearing officer. The Chief Judge be responsible for transmitting the witness lists and exhibits to the other hearing panel members.
- (6) The burden of proving the ground(s) specified in the notice shall be on the City. The burden of proof shall be by the preponderance of the evidence [or clear and convincing evidence].
- (7) Each party shall have the right to give a brief opening statement, and then the parties shall be allowed to present their side of the matter, including submission of any documentary evidence and examination of any witnesses.
- (8) The Chief Judge or his/her appointee may apply the rules of evidence as applied in civil nonjury matters but shall, when necessary to ascertain facts not reasonably susceptible of proof under such rules, allow evidence not otherwise admissible thereunder if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs or if it consists of documents relied upon by the City in the normal course of its business.

- (9) The Chief Judge or his/her appointee shall give effect to statutory presumptions and the rules of privilege recognized by law.
  - (10) Whenever any oral testimony sought to be admitted is excluded by the Chief Judge or his/her appointee, the proponent of the testimony may make an offer of proof by means of a brief statement on the record describing the excluded testimony. Whenever any documentary or physical evidence or written testimony sought to be admitted is excluded, it shall remain a part of the record as an offer of proof.
  - (11) The parties shall be allowed full and thorough cross examination of any witnesses.
  - (12) As each witness is called, s/he will answer direct questions and then be subject to cross-examination from the other party. During the evidentiary presentation, the hearing panel members shall have the right to ask questions of the party currently presenting evidence, ask questions of the witnesses, and request clarification of certain points.
  - (13) After the City has presented any evidence in rebuttal or waived the right to do so, each party shall have the right to give a brief closing argument as directed by the Chief Judge or his/her appointee.
  - (14) The City shall provide for the transcription of the proceedings by a certified court reporter and shall bear costs of same.
  - (d) Within 15 days after the completion of the hearing, the hearing panel shall make a written decision with findings and conclusions. The decision shall carry with a majority vote of the hearing panel members. The Chief Judge or his/her appointee shall deliver a copy of said written decision to the person subject of removal and to the counsel representing the City. Said counsel for the City shall then distribute said written decision to the Mayor and each Council Member.
  - (e) Any appeal shall be as set forth in section 5.16 (b) of the City Charter and shall be pursued under the Superior and State Court Appellate Practice Act, § 5-3-1 *et seq.*
2. **Repealer.** All ordinances or parts of ordinances that conflict with this ordinance are hereby repealed.
3. **Severability.** If any paragraphs, subparagraphs, sentence, clause, phrase, or any portion of this Ordinance shall be declared invalid or unconstitutional by any Court of competent jurisdiction, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council to provide separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

4. This Ordinance shall become effective as provided by the Charter.

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Dr. Beverly Jones, Mayor

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Shavala Ames, City Clerk

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