



Mayor and City Council Regular Session

Tuesday, January 07, 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 - City Clerk | Maggie Dimov - Assistant City Manager - DDA/Economic Development Director | Shavela Ames - City Clerk | Jeff Strickland - City Attorney| Richard Edwards - City Planner

City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>

Link to join Webinar: [\[LINK\]](#)

I. Public Hearing

- [1.](#) 672 Pepperwood Trail (Parcel ID: 18 074 03 133) Request – Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet. (City Planner Edwards)
- [2.](#) 672 Pepperwood Trail (Parcel ID: 18 074 03 133) Request – Variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet. (City Planner Edwards)
- [3.](#) 968 & 990 Sexton Drive (Parcel ID: 18 090 07 026 & 033) Request – Special Use Permit to allow for two (2) vacation home facility units. (City Planner Edwards)

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.

VII. Reading of Communications

VIII. Adoption of The Agenda of The Day

IX. City Manager’s Report

1. City Manager - Shawn Edmondson

X. Council Policy Discussion Topics

XI. Unfinished Business

1. Discussion of the Approval of 672 Pepperwood Trail (Parcel ID: 18 074 03 133) Request – Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet. (City Planner Edwards)
2. Discussion on the Approval of 672 Pepperwood Trail (Parcel ID: 18 074 03 133) Request – Variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet. (City Planner Edwards)
3. Discussion on the Approval of 968 & 990 Sexton Drive (Parcel ID: 18 090 07 026 & 033) Request – Special Use Permit to allow for two (2) vacation home facility units. (City Planner Edwards)
4. 3rd read of Discussion and review of the proposal for Film Permit App called Apply4 (Assistant City Manager: Maggie Dimov)
5. Discussion and approval of a proposed IGA between the City of Stone Mountain and the Downtown Development Authority of Stone Mountain (Assistant City Manager & Downtown Development Director Dimov)

6. Discussion and Approval of one of the three Forensic Audit Firms presented to Council: (1) Forensic Brothers Investigative Services investigators (2) Moore Colson (3) IAG Forensics & Valuation (Mayor Jones)
7. Discussion on the DDA (CM Freeman)

XII. **New Business**

1. Re-appointment of Matthew McConnell to the Planning Commission for a three (3) year term (City Planner Edwards)
2. Appointment of Chountelle Hudson to the Planning Commission for a one (1) year term as a stakeholder member filling Felicia Evans vacated seat.(City Planner Edwards)
3. Discussion on a proposal to allow property owners affected by the city initiated rezonings to re-apply for the proposed rezonings. (CM Marianos & City Planner Edwards))
4. Discussion on the final use for the Lawn on Main (CM Marianos)
5. Discussion on Updating the Code of Ordinances for the City of Stone Mountain to Protect Staff in the Workplace (CM Marianos)
6. Discussion on Implementing Roberts Rules of Order for City Council Meetings (MPT Smith)
7. Discussion on confirming the Downtown Development Authority's appointment of Robert Witherspoon as a Board Member (Assistant City Manager & DDA/Economic Director Dimov)
8. Discussion on confirming the Downtown Development Authority's appointment of Sarah Rasmussen as a Board Member (Assistant City Manager & DDA/Economic Director Dimov)
9. 2nd Reading: Approval of the Landscaping agreement with Crabapple (Assistant City Manager & DDA/Economic Director Dimov)
10. Discussion on the creation of a Financial Advisory Committee (CM Freeman)
11. Discussion on leaving Council Chamber Partitions up (CM Bryant)
12. Discussion and Modification of Resolution 2024-14; A Resolution to Enforce Adherence to Rules of Decorum and Ensure Equitable and Effective Meeting Management (Mayor Jones)

XIII. **New Ordinances and Resolutions**

1. 3rd read of the Discussion on Ordinance 2025-01; an ordinance to amend chapter 12 (Licenses and Business Regulations) of the code of the City of Stone Mountain, Georgia, to regulate film production(Assistant City Manager & DDA/Economic Development Director Dimov)
2. 3rd read of the Discussion and approval of Resolution 2024-15, a resolution establishing permit fee schedules for film production activities. (Assistant City Manager & DDA/Economic Development Director Dimov)

- 3.** Discussion and Approval of Resolution 2025-02 - A RESOLUTION TO ESTABLISH THE PENSION SECRETARY (City Clerk)
- 4.** Discussion and Approval of Resolution 2025-03 - A RESOLUTION TO ESTABLISH THE ELECTION SUPERINTENDENT (City Clerk)

XIV. Remarks of Privilege

XV. Announcements by The Mayor

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

XVII. Adjournment



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

STAFF ANALYSIS AND REPORT

OWNER/APPLICANT: Habitat for Humanity DeKalb

LOCATION: 672 Pepperwood Trail
(Parcel ID: 18 074 03 136)

CURRENT ZONING/USE: R-1: Single-Family Residential

PROPOSED ZONING/USE: R-1: Single-Family Residential

REQUEST: Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet.

ZONING/ADJACENT LAND USE:

North	R-1: Single-Family Residential
South	Single-Family Residential in DeKalb County
West	R-1: Single-Family Residential
East	R-1: Single-Family Residential

MEETING INFORMATION:

Planning & Zoning Commission:	11/18/2024 – 6:30 P.M.
Mayor & City Council 1 st Read:	12/17/2024 – 6:30 P.M.
Mayor & City Council Public Hearing:	01/07/2025 – 6:30 P.M.

RECOMMENDATION:
Staff recommends approval with conditions.

BACKGROUND:

January 7, 2024

To: City of Stone Mountain Mayor & City Council
From: Richard Edwards, AICP
Subject: The applicant is requesting variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet.

Background:

The applicant received final plat approval from the City of Stone Mountain on August 21, 1986. The final plat shows the front yard setback as 5-feet, the side yard setback as 5-feet, and the rear yard setback is not listed.

The property was rezoned to Single-Family Residential (R-1) in the early 2000s. This rezoning changed the setback requirements for neighbor. The minimum front yard setback is now 50-feet; the minimum rear yard setback is now 40-feet; and the minimum side yard setback is now 10-feet.

This lot is approximately 86-feetwide through the middle of the lot and the front yard setback and the rear yard setback overlaps in the middle of the lot. The surrounding homes in the cul-de-sac have a front yard setback ranging approximately from 5-feet to 35-feet and rear yard setback ranging approximately from 10-feet to 35-feet.

Analysis: Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the variance request in accordance with the required review criteria.

- A. There are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.**
There are exceptional conditions pertaining to the particular property in question because of its size. The lot was platted under zoning regulations that would allow smaller front and rear yard setback and the lot is now practically unbuildable.
- B. The application of the zoning ordinance to the particular piece of property would create an unnecessary hardship.**
The strict application of the zoning ordinance could be considered an unnecessary hardship. The proposed development is similar in nature to the surrounding, nonconforming residential homes.
- C. Such conditions are peculiar to the particular property involved.**
These conditions would apply to all of the lots in this subdivision. However, this is a cul-de-sac lot with one of the shortest lot widths in the subdivision.

D. Such conditions are not the result of any actions of the property owner.

These conditions are not the result of any direct actions of the property owner.

E. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance.

It is not anticipated that the proposed use would cause detriment to the public good. However, this request does not fall within the intent of the zoning ordinance but could be considered an unnecessary hardship.

Recommendation:

Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of the variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet with the following conditions:

1. The development shall be substantially in compliance with the site plan dated September 24, 2024.

The Planning Commission voted (5-0) to recommend approval of this request with staff's conditions.



APPLICATION FOR VARIANCE

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

Date Received: _____

PERMIT#: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name:	Habitat for Humanity DeKalb		
Address:	2380 4th Street, Tucker, GA 30084		
Phone:	770-270-6813	Cell:	Fax:
Email Address:	ssteele@dekalbhabitat.org		

OWNER INFORMATION (If different from Applicant)

Owner Name:	_____		
Address:	_____		
Phone:	_____	Cell:	Fax: _____
Email Address:	_____		

PROPERTY INFORMATION

Address:	672 Pepperwood Trail, Stone Mountain, GA 3087		
Parcel ID#:	18-074-03-136	Land Lot:	District: 11th

Office use only: CASE # _____

Applicant signature: Stan Seese

Date: 10/9/24



VARIANCE REQUEST CONSIDERATIONS

Applicant: Habitat for Humanity DeKalb

Analyze the impact of the variance request with the following questions:

1. There are extraordinary and exceptional conditions pertaining to the particular property in questions because of size, shape, and/or topography. _____

 Existing lot was originally developed in size and shape based on different zoning. _____
2. The application of the zoning ordinance would create an unnecessary hardship. Current zoning _____
 would require building a smaller home than current zoning allows, reducing the value of the _____
 home that we can build. _____
3. Such conditions are peculiar to the particular piece of property involved. The old home was built within _____
25 feet of the front property line, and well over the front and rear building lines of the current _____
zoning. Neighboring homes on Pepperwood Trail are closer to the property lines than we _____
are requesting for this home. _____
4. Such conditions are not the result of any actions of the property owner. _____
 We have made no alterations to the lot _____

5. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance? _____
 This variance would allow us to build an affordable home that enhances the community, fits _____
 with the existing homes, and removes an eyesore that is holding property values down. _____

SECTION II

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Habitat for Humanity DeKalb

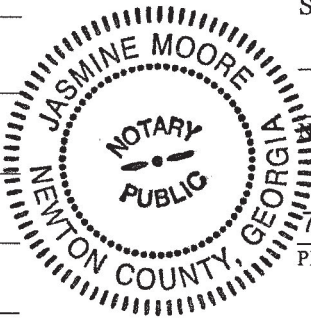
 TYPE OR PRINT OWNER'S NAME
 2380 4th Street

 ADDRESS
 Tucker, GA 30084

 CITY & STATE ZIP CODE

 OWNER'S SIGNATURE
 ssteale@dekalbhabitat.org

 EMAIL ADDRESS



Sworn to and subscribed before me this the
 9 Day of October 20 24

 JASMINE MOORE
 NOTARY PUBLIC

 770-270-6813 ext 104

 PHONE NUMBER

PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

 TYPE OR PRINT PETITIONER'S NAME

 ADDRESS

 CITY & STATE ZIP CODE

 PETITIONER'S SIGNATURE

 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____

 NOTARY PUBLIC

 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: [] Attorney [X] Agent
 Complete Permitting Services/Elliott Fried

 TYPE OR PRINT ATTORNEY / AGENT NAME

 SIGNATURE OF ATTORNEY / AGENT
 11660 Alpharetta Hwy Suite 145

 ADDRESS
 Roswell, GA 30076

 CITY & STATE ZIP CODE

elliott@completepermitting.com

 EMAIL ADDRESS
 404-394-2811

 PHONE NUMBER

 PETITIONER'S SIGNATURE



SITE INFORMATION:
 672 PEPPERWOOD TRAIL
 TOTAL AREA: 0.23 ACRES
 R-1 (STONE MOUNTAIN) REQUIREMENTS
 LOT WIDTH: 100 FEET MIN.
 MINIMUM LOT AREA: 10,000 S.F.
 MINIMUM YARD ADJACENT TO PUBLIC STREET:
 FRONT: 30 FEET
 INTERIOR SIDE YARD SETBACKS:
 REAR YARD: 1,250 S.F.
 MINIMUM FLOOR AREA: 40 PERCENT
 MINIMUM LOT COVERAGE: 2
 MINIMUM PARKING: 30 FEET
 MAXIMUM BUILDING HEIGHT: RESIDENTIAL
 LAND USE CLASSIFICATION:
 UTILITIES:
 GAS - ATLANTA GAS LIGHT CO.
 WATER - ATLANTA GAS LIGHT CO.
 POWER - GEORGIA POWER

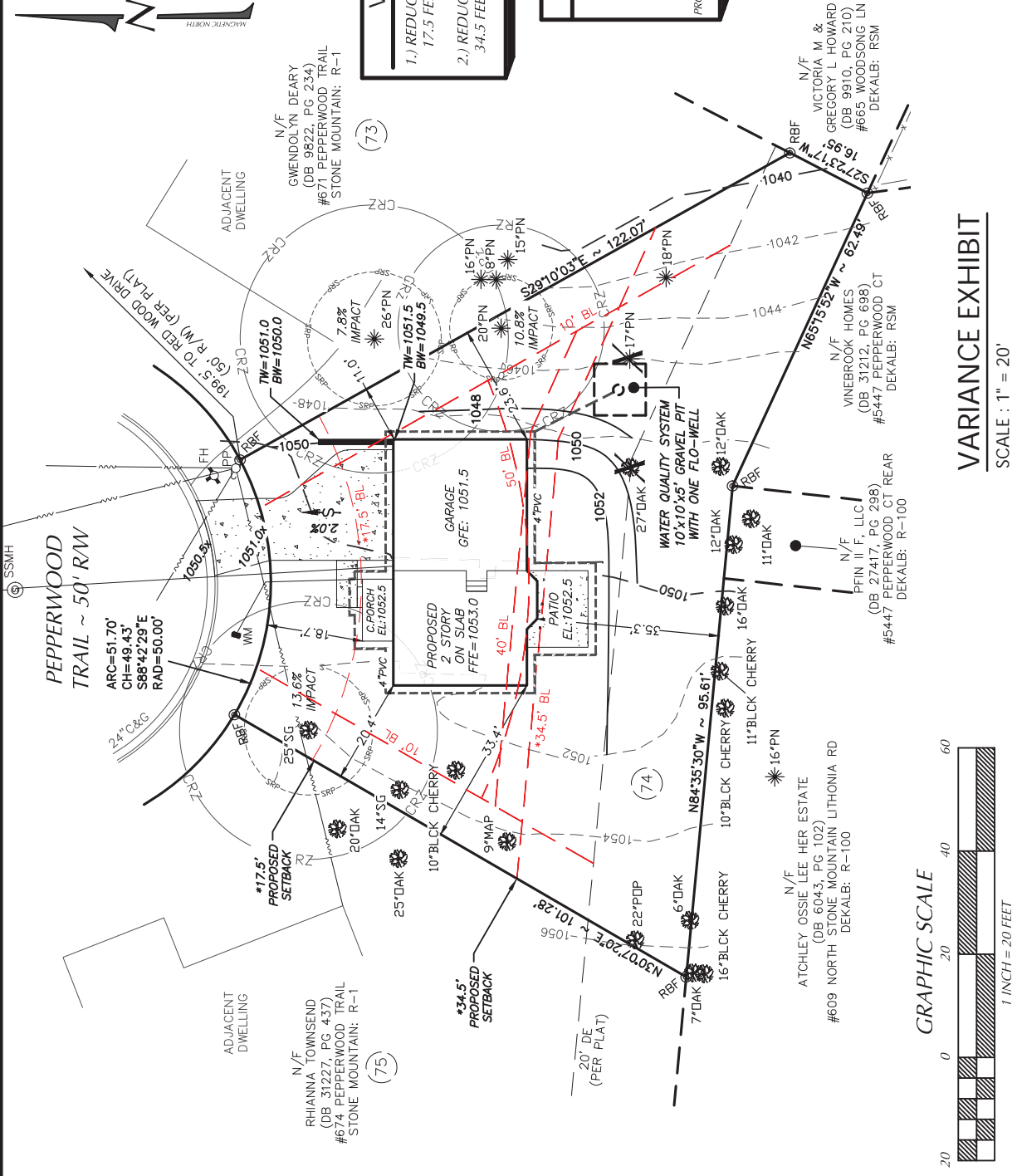
THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED
 F.L.A. SPECIAL FLOOD HAZARD AREA AS PER DEKALB
 COUNTY FLOOD INSURANCE RATE MAP #13089C0091K
 EFFECTIVE DATE: 12-8-2016

VARIANCE REQUEST
 1.) REDUCE FRONT SETBACK FROM 50 FEET TO 17.5 FEET.
 2.) REDUCE REAR SETBACK FROM 40 FEET TO 34.5 FEET.

LOT COVERAGE
 HOUSE/GARAGE = 12531 S.F.
 C/PORCH = 72,0 S.F.
 DRIVEWAY = 445.4 S.F.
 WALKWAY/STEPS = 40.5 S.F.
 PATIO = 156.8 S.F.
 R-WALLS = 14.5 S.F.
 TOTAL IMPERVIOUS AREA = 1984.6 S.F.
 TOTAL LOT AREA = 10,181.9 S.F.
 PROPOSED LOT COVERAGE = 1,984.6 / 10,181.9 = 19.5%

OWNER / CONTRACTOR:
 HABITAT FOR HUMANITY - DEKALB
 P.O. BOX 403
 TUCKER, GA 30085
24 HOUR CONTACT:
 SHARON STEELE
 (770) 270-6813

ENGINEER/SURVEYOR:
 GADY SURVEYING & DESIGN, INC.
 1215 PLEASANT HILL ROAD
 LAWRENCEVILLE, GA 30044
 (770) 931-5920



VARIANCE EXHIBIT
 SCALE : 1" = 20'



GADY SURVEYING & DESIGN, INC.
 1215 PLEASANT HILL ROAD
 LAWRENCEVILLE, GEORGIA 30044
 (770) 931-5920
 FAX - (770) 931-5903



672 PEPPERWOOD TRAIL
 LOT 74 - BLOCK "B"
 PEPPERWOOD SUBDIVISION - PHASE 3
 (PLAT BOOK 82, PAGE 159)
 LAND LOT 74 ~ 18TH DISTRICT
 CITY OF STONE MOUNTAIN ~ DEKALB COUNTY, GEORGIA

PROJECT NUMBER	EHD-21-034	
DATE	DRAWN	CHECKED
9/24/24	CV	VFG

SHEET 1 OF 1

Item # 1.



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

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It is not anticipated that the proposed use would cause detriment to the public good. However, this request does not fall within the intent of the zoning ordinance but could be considered an unnecessary hardship.

Recommendation:

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(Office Use Only)

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Email Address:	ssteele@dekalbhabitat.org		

OWNER INFORMATION (If different from Applicant)

Owner Name:	_____		
Address:	_____		
Phone:	_____	Cell:	Fax: _____
Email Address:	_____		

PROPERTY INFORMATION

Address:	672 Pepperwood Trail, Stone Mountain, GA 3087		
Parcel ID#:	18-074-03-136	Land Lot:	District: 11th

Office use only: CASE # _____

Applicant signature: Stan Seese

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VARIANCE REQUEST CONSIDERATIONS

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4. Such conditions are not the result of any actions of the property owner. _____
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Habitat for Humanity DeKalb

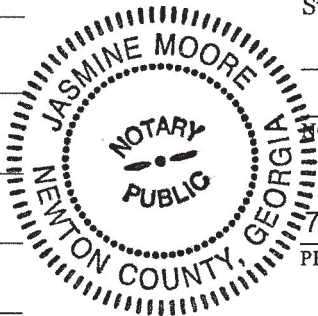
 TYPE OR PRINT OWNER'S NAME
 2380 4th Street

 ADDRESS
 Tucker, GA 30084

 CITY & STATE ZIP CODE

 OWNER'S SIGNATURE
 ssteale@dekalbhabitat.org

 EMAIL ADDRESS



Sworn to and subscribed before me this the
 9 Day of October 20 24

 JASMINE MOORE
 NOTARY PUBLIC

 770-270-6813 ext 104

 PHONE NUMBER

PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

 TYPE OR PRINT PETITIONER'S NAME

 ADDRESS

 CITY & STATE ZIP CODE

 PETITIONER'S SIGNATURE

 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____

 NOTARY PUBLIC

 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: [] Attorney [X] Agent
 Complete Permitting Services/Elliott Fried

 TYPE OR PRINT ATTORNEY / AGENT NAME

 SIGNATURE OF ATTORNEY / AGENT
 11660 Alpharetta Hwy Suite 145

 ADDRESS
 Roswell, GA 30076

 CITY & STATE ZIP CODE

elliott@completepermitting.com

 EMAIL ADDRESS
 404-394-2811

 PHONE NUMBER

 PETITIONER'S SIGNATURE



SITE INFORMATION:
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 R-1 (STONE MOUNTAIN) REQUIREMENTS
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 INTERIOR SIDE YARD SETBACKS:
 REAR YARD: 1,250 S.F.
 MINIMUM FLOOR AREA: 40 PERCENT
 MINIMUM LOT COVERAGE: 2
 MINIMUM PARKING: 30 FEET
 MAXIMUM BUILDING HEIGHT: RESIDENTIAL
 LAND USE CLASSIFICATION:
 UTILITIES:
 GAS - ATLANTA GAS LIGHT CO.
 WATER - ATLANTA GAS LIGHT CO.
 POWER - GEORGIA POWER

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED
 F.L.A. SPECIAL FLOOD HAZARD AREA AS PER DEKALB
 COUNTY FLOOD INSURANCE RATE MAP #13089C0091K
 EFFECTIVE DATE: 12-8-2016

VARIANCE REQUEST

- 1.) REDUCE FRONT SETBACK FROM 50 FEET TO 17.5 FEET.
- 2.) REDUCE REAR SETBACK FROM 40 FEET TO 34.5 FEET.

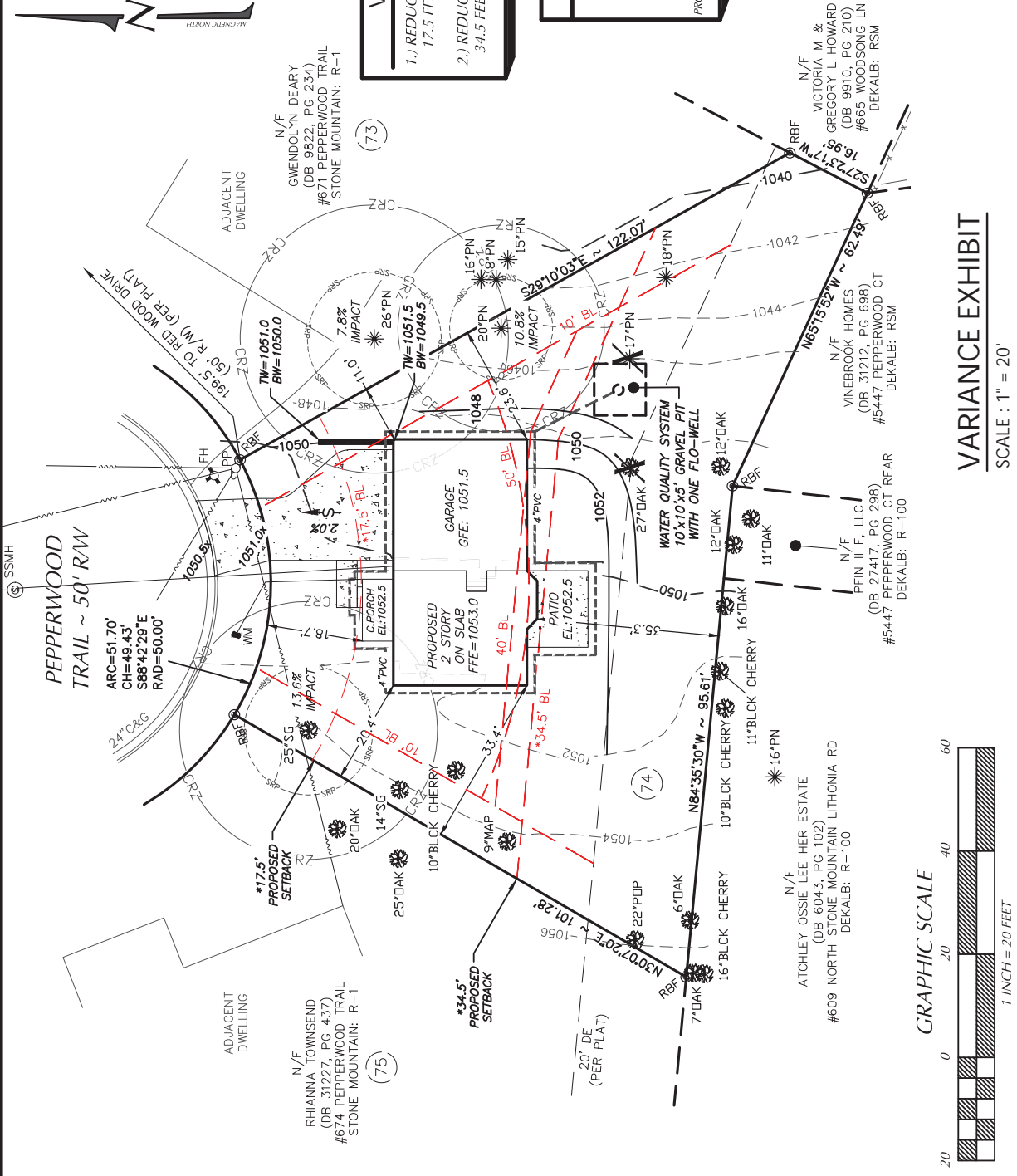
LOT COVERAGE

HOUSE/GARAGE = 1253 I.S.F.
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 DRIVEWAY = 445.4 S.F.
 WALKWAY/STEPS = 40.5 S.F.
 PATIO = 156.8 S.F.
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 TOTAL LOT AREA = 10,181.9 S.F.
 PROPOSED LOT COVERAGE = 1,984.6 / 10,181.9 = 19.5%

OWNER / CONTRACTOR:
 HABITAT FOR HUMANITY - DEKALB
 P.O. BOX 403
 TUCKER, GA 30085

24 HOUR CONTACT:
 SHARON STEELE
 (770) 270-6813

ENGINEER/SURVEYOR:
 GADY SURVEYING & DESIGN, INC.
 1215 PLEASANT HILL ROAD
 LAWRENCEVILLE, GA 30044
 (770) 931-5920



VARIANCE EXHIBIT
 SCALE : 1" = 20'



672 PEPPERWOOD TRAIL
 LOT 74 - BLOCK "B"
 PEPPERWOOD SUBDIVISION - PHASE 3
 (PLAT BOOK 82, PAGE 159)
 LAND LOT 74 ~ 18TH DISTRICT
 CITY OF STONE MOUNTAIN ~ DEKALB COUNTY, GEORGIA

PROJECT NUMBER: HHD-21-034
 DATE: 9/24/24
 DRAWN: CV
 CHECKED: VFG
 SHEET 1 OF 1

Item # 2.



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

STAFF ANALYSIS AND REPORT

OWNER/APPLICANT: Bill Harris

LOCATION: 968 & 990 Sexton Drive
(Parcel ID: 18 090 07 026 & 18 090 07 033)

CURRENT ZONING/USE: R-2: Multi-Family Apartments

PROPOSED ZONING/USE: R-2: Multi-Family Apartments & Vacation Home Facilities

REQUEST: Special Use Permit to allow for two (2) vacation home facility units.

ZONING/ADJACENT LAND USE:

North	R-1: Single-Family Home & Townhomes
South	GC: McCurdy Park & MR-1 Apartments
West	R-1: Single-Family Residential
East	GC: McCurdy Park

MEETING INFORMATION:

Planning & Zoning Commission:	11/18/2024 – 6:30 P.M.
Mayor & City Council 1 st Read:	12/17/2024 – 6:30 P.M.
Mayor & City Council Public Hearing:	01/07/2025 – 6:30 P.M.

RECOMMENDATION:
Staff recommends approval with conditions.

BACKGROUND:

January 7, 2024

To: City of Stone Mountain Mayor & City Council

From: Richard Edwards, AICP

Subject: The applicant is requesting a Special Use Permit to allow for two (2) vacation home facility units.

Background:

A vacation home facility is defined as: “a residential type establishment, with commercial enterprise, offering whole house rental with no more than four lodging rooms for temporary occupancy for a fee that does not offer food to guest.” The occupancy of the guest shall not exceed 14 consecutive days during any 90 day period.

The Colonial Park Apartments were constructed in 1971. There are five buildings within the complex comprised of 22 total apartments. Below is a break down of the building units and sizes:

Building #	# of units	Bed/bathroom count
968	4	2 bed, 1 bath
970	4	2 bed, 1 bath
972	4	1 bed, 1 bath
980	6	2 bed, 1 bath
990	4	2 bed, 1 bath

The applicant is currently only has plans to start with 2 units as vacation home facilities but would like the option to expand in the future.

Analysis: Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the special use permit request in accordance with the required review criteria.

A. Whether or not there will be a significant adverse effect on the neighborhood or area in which the proposed use will be located.

The existing building is a multi-family use apartment complex. This request would reduce the number of available long-term rentals for citizens in the City of Stone Mountain. There are no signification adverse effects anticipated on the neighborhood or area with the proposed staff conditions.

B. Whether or not the use is compatible with the neighborhood.

The proposed use is compatible with the neighborhood. This is an existing apartment complex with townhomes to the north and a large apartment complex to the south.

C. Whether or not the proposed use will constitute a nuisance as defined by state law.

It is not anticipated that the proposed use will constitute a nuisance.

D. Whether or not property values of surrounding property will be adversely affected.

Adjacent property values are not anticipated to be adversely affected through the establishment of the requested use.

E. Whether or not adequate provisions are made for parking and traffic considerations.

It is not anticipated that the proposed use will cause a burden on traffic. This is an existing apartment complex with existing parking.

F. Whether or not the site or intensity of the use is appropriate.

The proposed vacation home facilities within the apartment complex do appear to be appropriate with the staff recommended conditions.

G. The location or proximity of other similar uses (whether conforming or non-conforming).

There is a Short-Term Rental – Homestay located on Polar Springs Road not too far from this location.

H. Whether or not adequate controls and limits are placed upon commercial deliveries.

It is not anticipated that any commercial deliveries will be required.

I. Whether or not adequate landscaping plans are incorporated to ensure appropriate transition.

The proposed use is within an existing development that has existing landscaping that was recently updated.

J. Whether or not the public health, safety and welfare of the surrounding neighborhoods will be adversely affected.

The subject property is located along a corridor that has two large multi-family developments and is not anticipated to produce adverse impacts on the public health, safety, and welfare of surrounding neighborhoods. There will not be an undue strain on resources (i.e.: schools, transportation, water) based on the characteristics of the proposed use.

K. Whether it is consistent with the Comprehensive Plan.

The property falls within the Townhome/Duplex designation on the Future Land Use Map, which calls for multi-family residential uses. The property also falls within the West Gateway Character Area, which calls primary land uses that include single-family residential, multi-family residential, condominium and townhome residential, and commercial uses. This request is consistent with the Comprehensive Plan.

Recommendation:

Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of the Special Use Permit for vacation home facilities with the following conditions:

1. The applicant shall only be allowed to apply for and maintain only two (2) vacation home facilities within any given year.
2. The applicant shall apply for a Short-Term Rental Permit and Business License annually.
3. Provide no more than four lodging (guest) rooms with a minimum of 70 square feet per room.
4. Occupancy of a lodging room shall require at least 40 square feet per individual.
5. Occupancy by guest(s) shall not exceed 14 consecutive days during any 90 day period.
6. Vacation home facilities shall be required to have a smoke alarm in each lodging room (guest room) and a fire extinguisher visible and accessible to guests. The facilities are subject to at least one annual inspection at the time of initial licensing and during renewal of the same.
7. There shall be no on-street parking allowed for guests.
8. No business and advertising signs shall be permitted.

The Planning Commission voted (3-2) to recommend denial of this request citing concerns over allowing apartment complexes to have short-term rentals and the precedence that would be set.



APPLICATION FOR USE PERMIT

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

Date Received: 10/9/24

USE PERMIT#: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: William Harris

Address: 698 Sexton DR Stone Mountain GA 30083

Phone: _____ Cell: 770 638 8723 Fax: _____

Email Address: billseellsatt@gmail.com

OWNER INFORMATION (If different from Applicant)

Owner Name: _____

Address: _____

Phone: _____ Cell: _____ Fax: _____

Email Address: _____

PROPERTY INFORMATION

Address: 698-990 Sexton DR Stone Mountain GA 30083

Parcel ID#: _____ Land Lot: _____ District: _____

CURRENT ZONING: _____

USE PERMIT REQUEST: _____

Name (print) William Harris

Signature: William Harris Date: 10/9/24

SECTION II

OWNER/PETITIONER

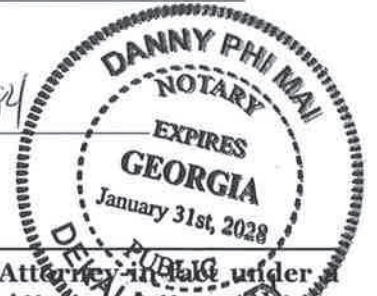
NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

William Harris
 TYPE OR PRINT OWNER'S NAME
698-990 Sexton DR
 ADDRESS
Stone Mountain GA 30092
 CITY & STATE ZIP CODE
William Harris
 OWNER'S SIGNATURE
billlorette@gmail.com
 EMAIL ADDRESS

Sworn to and subscribed before me this the
9th Day of October 2024
Danny P. Min
 NOTARY PUBLIC
770 448,8984
 PHONE NUMBER



PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-Fact, under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney, better and type name above as "Owner"); (2) he/she has an option to purchase said property, attach a copy of the contract and type name of owner above as "Owner"; or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

 TYPE OR PRINT PETITIONER'S NAME

 ADDRESS

 CITY & STATE ZIP CODE

 PETITIONER'S SIGNATURE

 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20_____

 NOTARY PUBLIC

 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: Attorney Agent

 TYPE OR PRINT ATTORNEY / AGENT NAME

 SIGNATURE OF ATTORNEY / AGENT

 ADDRESS

 CITY & STATE ZIP CODE

 EMAIL ADDRESS

 PHONE NUMBER

 PETITIONER'S SIGNATURE



USE PERMIT CONSIDERATIONS

Applicant: _____

Analyze the impact of the proposed use permit with the following questions:

1. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed? Apartment Complex
2. What is the extent to which property values are diminished by their particular zoning restrictions? Use is not changing; going from long-term Rentals to short term Rentals
3. What is the extent to which the possible reduction of property values of the subject property promotes health, safety, morals or general welfare of the public? Property Value will not go down
4. What is the relative harm to the public as compared to the hardship imposed upon the individual property owner? No Harm
5. What is the suitability of the subject property for the zoning proposed? No Zoning Change proposed
6. What is the length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property? No;
N/A
7. Will the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? No;
N/A

8. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

No N/A

9. Does the property affected by the zoning proposal have a reasonable economic use as currently zoned?

No N/A

10. Does the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No N/A

11. Is the zoning proposal in conformity with the policy and intent of the comprehensive plan and future development map?

No N/A

12. Are there any other existing or changing conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the zoning proposal?

No N/A

13. What is the impact upon the appearance of the city?

None / N/A

14. What is the anticipated impact upon the provision of water, sewage, transportation and other urban services?

None N/A

15. What is the anticipated impact upon population density and the potential for overcrowding and urban sprawl?

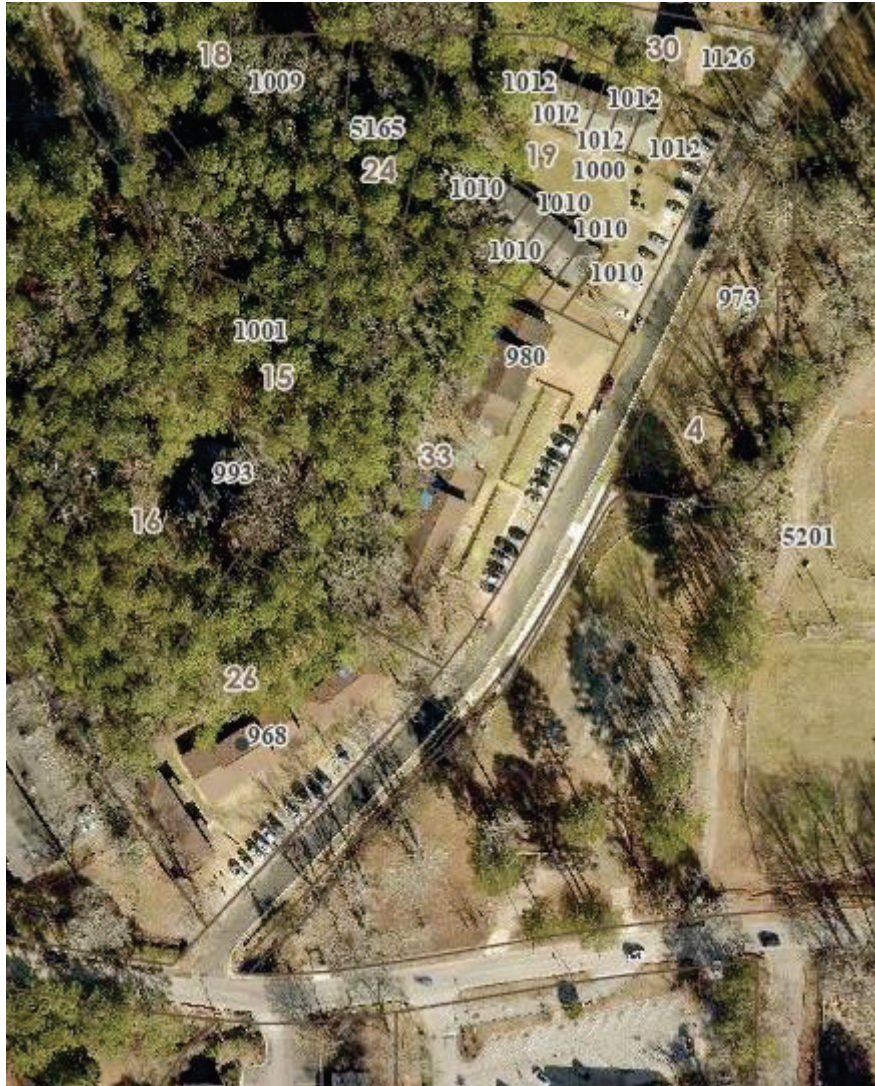
None N/A

16. What is the anticipated impact upon thoroughfare congestion and traffic safety?

None N/A

17. What measures are being taken to protect the property against blight and depreciation?

We maintain the property (Monthly)





DRAFT PLANNING COMMISSION MINUTES
Monday, November, 2024 @ 6:30 pm
Regularly Scheduled Meeting
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER

Meeting called to order at 6:33pm.

DETERMINATION OF QUORUM

Present: Andrew Zonneveld, Carl Wright, Alex Brennan, Grace Kelly, and Matt McConnell
 Absent: Meron Tadesse

APPROVAL OF THE AGENDA

Matt McConnell moved to approve the agenda as presented; seconded by Grace Kelly.

Vote: Approved Unanimously 5-0.

APPROVAL OF MEETING MINUTES

1. Meeting minutes from September 16, 2024 meeting.

Carl Wright moved to approve the meeting minutes; seconded by Matt McConnell.

Vote: Approved Unanimously 5-0.

COMMISSION ANNOUNCEMENTS

Alex Brennan reminded the commission and those present that one (1) commission seat remained unfilled as Felicia Evans was unable to complete her term; her remaining term balance is to be included in the solicitation for interest.

OLD BUSINESS

1. **Discussion on the West Mountain Cottages.**

Alex Brennan stated that he believed there were discrepancies between what was approved for this project and what had been built. Further, he asked what the penalties were for the illegal tree removal.

Carl Wright asked if staff was aware of any additional variances issued from the Planning Commission review to the City Council approval.

NEW BUSINESS

1. **672 Pepperwood Trail (Parcel ID: 18 074 03 113)**
Request – Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet.

Richard Edwards introduced the front yard variance request and rear yard variance request together and presented staff recommendations.

Sharon Steele and the project engineer presented their case on behalf of Habitat for Humanity.

Carl Wright asked if they were able to tie into the existing water and sewer lines and if they were building within the footprint of existing pad.

Alex Brennan asked if the construction was going to be slab on grade.

Joan Monroe spoke in favor of both variance request.

Grace Kelly moved to recommend approval of the variance request with staff conditions; seconded by Matt McConnell.

Vote: Motion Passed; 5-0.

- 2. **672 Pepperwood Trail (Parcel ID: 18 074 03 113)
Request – Variance from Section 5-1.5(A)(5) to reduce the minimum rear yard setback from 40-feet to 34.5-feet.**

Matt McConnell moved to recommend approval of the variance request with staff conditions; seconded by Andrew Zonneveld.

Vote: Motion Passed; 5-0.

- 3. **968 & 990 Sexton Drive (Parcel ID: 18 090 07 026 & 033)
Request – special use permit to allow for vacation home facilities.**

Richard Edwards introduced the case and presented the staff recommendation.

Alex Brennan asked for clarification from staff on condition #3.

Matt McConnell asked where the parking for the site is located.

Alex Brennan asked staff what the total number of licensed short-term rentals were in the city.

The applicant, Bill Harris, presented his case to the board.

Grace Kelly asked for the applicant's long-term goal with establishing short-term rentals at this location and she asked about the occupancy rate of the apartments.

Grace Kelly asked how many days a year would the units need to be rented to maintain financial stability.

Carl Wright asked if the applicant had completed a market analysis for the proposed use.

Richard Edwards provided clarification on the licensing procedures for the short-term rentals.

Carl Wright asked for clarification on how the city would monitor which units would be allowed to be a short-term rental.

Andrew Zonneveld expressed concerns the proposal for short-term rentals in an apartment complex.

Joan Monroe spoke in opposition of the request.

Michael spoke in opposition of the request.

Clint Monroe spoke on the positives and negatives of the request.

Andrew Zonneveld moved to recommend denial of the special use permit for vacation home facilities; seconded by Meron Tadesse.

Vote: Motion Passed; 3-2 (Alex Brennan and Matt McConnell voting in opposition).

4. Review of the 2025 Meeting Calendar

Richard Edwards presented the proposed 2025 meeting calendar for the Planning Commission.

Alex Brennan recommended either changing the day or time of the March 17th meeting for the community to attend the Raising of the Green at Arts Center.

Carl Wright moved to approve the 2025 meeting calendar with the rescheduling of the March 17th meeting to March 24th; seconded by Grace Kelly.

PUBLIC COMMENTS

Joan Monroe spoke on her concerns over short-term rentals in the city.

Clint Monroe spoke on his concerns over short-term rentals in the city.

ADJOURNMENT

Carl Wright moved to adjourn the meeting; seconded by Matt McConnell.

Vote: Approved Unanimously 5-0.

Alex Brennan, Chair

Richard Edwards, Secretary



Agenda Item / Council Work Session

Meeting Date: Tuesday, December 17, 2024

SUBJECT: CONSIDERATION OF APPROVAL OF AN ONLINE FILM APPLICATION SOFTWARE, CALLED FILM APP STONE MOUNTAIN

Subject: Discussion Item

Department: Economic Development

Presented By: Maggie Dimov, ACM and Economic Development /DDA Director

REQUESTED ACTION: If Council chooses to adopt this online film application software it should be moved to First Read on December 17, 2024, and Second Read on January 21, 2024, at which time it can be voted on for adoption.

Background Information / Film Permitting Process in the City of Stone Mountain: The City of Stone Mountain’s film permitting process was administered by the City’s Special Events & Film Coordinator, which worked closely with the Special Events Committee and public authorities when needed (like DeKalb County Entertainment Committee, Fire Marshal Offices, and other), to make sure filming in the City is legal and safe. Upon receipt of a film request, the City's Special Events and Film Coordinator presented the application with supporting documents to the committee for review and approval. (The City's Special Events Commission consists of five members, the department head or his/her designee, from the following departments: Economic Development, Public Works, City Clerk, Police and Code Enforcement).

Issue: Requests for filming (applications with supporting documents) were submitted ten (10) business days in advance of the proposed shoot date. The film fee schedule that was proposed in the past was based on a comparison to fees approved by other cities and the current market rates. Film fees were collected by check and through online card payments. To pay by card, the applicant had to provide a signed authorization form allowing staff to process the charge. Both payment methods were time-consuming and delayed the permit approval process.

To Be Considered: DeKalb County recently approached the City to help implement an online system called Film App, to allow staff to review applications and process permits more efficiently.

To support the City of Stone Mountain’s rapidly expanding film industry, the City can streamline the permitting process for film productions through the Film App online application software. In addition to streamlining the permitting process for film productions in the City of Stone Mountain, the City also will be responsible for the following:

- Coordinating the issuance of permits for productions filming in the City of Stone Mountain.
- Facilitating communication between producers and city agencies.

- Minimizing potential inconveniences to local residents and businesses affected by film production.
- Partnering with the Georgia Film, Music & Digital Entertainment Office and other partners to market the City of Stone Mountain as a leading center for film, culture, and entertainment.

Staff Request: Council to consider the launch of an online application software called Film App Stone Mountain.

Attachments/Exhibits:

- Blank Master Agreement for the City to sign. (The DeKalb Entertainment Commission signed a Master Agreement with Apply 4 Technologies for use of the FilmApp platform and created 13 instances including Unincorporated DeKalb. Each jurisdiction is tasked with signing a Master Agreement for use of the platform by each City. (Instance is term used to describe the online portal of each jurisdiction.))
- Entertainment Commission Annual Report YTD

AGREEMENT BY AND BETWEEN:

- (1) This **Agreement** is made and entered into by and between **Apply4Technology, LLC**, a limited liability company registered in the State of Florida with its principal office located at 19046 Bruce B. Downs Ste. 207, Tampa, FL 33647 ("**Supplier**") and the **City of Stone Mountain**, a Georgia municipal corporation with its principal office located at 875 Main Street, Stone Mountain, GA 30083 (the "**City**"). Supplier and the City are sometimes referred to in this Agreement individually as a Party and collectively as the Parties
- (2) This Agreement shall be considered made and effective as of the _____ day of _____, 202_ ("**Commencement Date**").

Background

- (A) The Supplier has developed and owns the application portals FilmApp and EventApp ("**Websites**") and their underlying software platform and infrastructure which enable: (1) third parties to apply online for permission to use specific locations for film shoots, holding live events and for other purposes; (2) local authorities and other authorities responsible for those locations to manage and respond to those applications as well as accept payment online (the "**Platform**"). The Websites and Platform will be incorporated into the City's Microsite (defined below).
- (B) The City wishes to access and use a customized, web-based execution version of the Platform ("**City's Microsite**") to manage and respond to film and photo permit applications by third parties ("**City's Users**") to carry out such activities at locations for which the City is responsible.
- (C) The Supplier has agreed to configure and customize the City's Microsite and permit the City to use the City's Microsite, which incorporates Supplier's Websites and Platform, on the terms and conditions of this agreement (the "**Agreement**").
- (D) The Supplier's application portals are a cloud-based hosted subscription service.

1. Definitions

In this Agreement, the following terms will have the following meanings:

"**City Data**" all data or other information the City (or the Supplier on the City's behalf) or City's Users input or otherwise contribute to the [City's Microsite].

"**Confidential Information**" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (3) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"**Commencement Date**" the date upon which this Agreement is considered made and effective.

"**Implementation Date**" the date hereof, as described as the date upon which the City's Microsite is available to provide Services described in Clause 4.1(a) and (b) below, but no later than sixty (60) days after the Commencement Date.

"**Intellectual Property Rights**" all copyright and related rights, patents, rights to inventions, utility models, trademarks, service marks, trade, business and domain names, rights in trade dress or

get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, broadcast rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"**Services**" the services described in Clause 4.1(a) and (b) below and the attached "Product and Service Description and Statement of Work" (**Exhibit A**).

"**Upgrades**" include any and all improvements and developments to the Websites, Platform or City Microsite, software or software infrastructure (exclusive of hardware) created using specifications developed under this Agreement.

2. **The Relationship between the City and the Supplier**

2.1 This Agreement shall commence on the Commencement Date as first written above and shall continue for four (4) years from the Commencement Date (the "**Term**"), subject to Clause 9 of this Agreement and O.C.G.A. § 36-60-13. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on the last day of the City's fiscal year each year of the Term, and further, that this Agreement shall automatically renew on the first day of the City's fiscal year each subsequent year absent City's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current City fiscal year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Supplier until fully paid for by City.

(a) The Term may be extended for one (1) twelve (12) month period upon the written mutual agreement of the Parties.

2.2 With the exception of Clause 9.6(b) below, this Agreement, including the attachments, sets out the entire agreement between the Parties and supersedes all previous agreements or representations in relation to its subject matter. Each Party agrees that, with the exception of Clause 9.6(b) below, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty that is not set out in this Agreement.

3. **The Services**

The Supplier grants the City a world-wide, non-exclusive, non-transferable, non-sublicensable right to access and use the City's Microsite, including the Websites and Platform, for the purposes of:

3.1

(a) Without limitation, inputting, retrieving, generating and storing information and data about area locations for which the City issues permits and other logistical documents; and

(b) managing and responding to applications from City's Users. Such applications are to be submitted using the Apply4 Websites for permission to conduct activities at specific locations for the City's business.

(c) All the specific products, services and tasks covered in this Agreement are described in the attachment(s) "Service Description and Statement of Work."

3.2 For the avoidance of doubt, nothing in this Agreement permits the City or City's Users to access the City's Microsite except remotely over the internet using the Websites.

3.3 The Supplier reserves the right to modify the City's Microsite on the provision of 5 days written notice and immediately without notice for the purpose of resolving technical issues (i.e. bug fixes).

Such modifications must be discussed with City and pre-approved in writing, unless said modification involves an emergency technical modification (i.e. data breach, bug fixes, website crash, etc.).

- 3.4 If the Supplier is required to suspend access to the City's Microsite due to unscheduled corrective maintenance or other technical issues, the Supplier will provide a pro-rated refund to DeKalb County, a political subdivision of the State of Georgia ("DeKalb County") in respect of any fees already paid by DeKalb County for the period during which DeKalb County or the City was unable to access the City's Microsite unless: (a) access to only part of the City's Microsite was suspended, and use of the rest of the City's Microsite was still available to the City, with materially the same functionality as before such suspension; the period of such suspension lasting for no longer than seven days; (b) the City terminates this Agreement because of the City's breach pursuant to Clause 9.

4. **The Parties' Obligations**

- 4.1 Subject to the City's compliance with the terms and conditions of this Agreement, the Supplier shall provide the following services for the City:
- (a) Configuration of the City's Microsite to enable City's Users to apply online for permission to use specific locations within the City's jurisdiction for film productions and for other purposes.
 - (b) Provision to the City and City's Users access and use of the City's Microsite via the Websites.
 - (c) The City acknowledges and agrees that it will not use the City's Microsite for any purpose other than the purposes and services listed in section 3.1 above.
- 4.2 The Supplier will provide City access to the City's Microsite using a username and password system. The City must ensure that, to the reasonable satisfaction of the Supplier, it has appropriate security measures in place to ensure that:
- (a) each username and password are used only as allocated by the Supplier; and
 - (b) the security and confidentiality of usernames and passwords are maintained at all times and not disclosed by their respective individual users, whether to other individuals within the City's organization or to any third parties, but for authorized users.
- 4.3 The City agrees not to do, or attempt to do, any of the following:
- (a) allow any individual to access to and / or use any portion of password protected sections of the City's Microsite, except the City's employees who are authorized to use the City's Microsite and to whom the Supplier has allocated usernames and passwords;
 - (b) copy, modify, adapt, publish, distribute, make available, enhance or translate the City's Microsite or any part of the City's Microsite except for the City creating informational materials about the service for the City's internal stakeholders and other municipalities interested in acquiring services from the Supplier. All materials must be reviewed and approved in writing by Supplier prior to use;
 - (c) sublicense the City's rights to use the City's Microsite or grant or purport to grant to the City's Users or any other third party any right in or to the City's Microsite;
 - (d) decompile or disassemble any portion of the Platform (which, for the avoidance of doubt, includes the City's Microsite) or the components of the Platform unless: (1) Section 50B of the Copyright, Designs and Patents Act 1988 or other applicable law confers on the City any right to decompile or disassemble any portion of the Platform or the components of the Platform; and (2) prior to such actual or attempted disassembly or decompilation, the City has notified the Supplier in writing that it requires such information as is necessary to permit it to create an independent program which can be operated with any portion of the Services or the components of the Services and the

Supplier has not provided such information within one month of the City's written request; and (3) the information so obtained is not used for any other purpose;

- (e) interfere with or disrupt the operation of the Platform or access to it;
- (f) restrict or inhibit the ability of any other authorized person to access or use the Platform;
- (g) remove, obscure or modify any copyright, trademark, or other proprietary rights notice from the Platform;
- (h) create a database by systematically downloading and storing all or any part of the Platform source code;
- (i) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather or reproduce the Services or circumvent the navigational structure or presentation of the Platform; and / or
- (j) knowingly use the Platform or access to it for any purpose, and/or to upload any content or data, which:
 - (i) is unlawful, harmful, threatening, harassing, defamatory, obscene, libellous, invasive of another's privacy, or infringes upon another person or entity's rights, such as another person or entity's intellectual property rights;
 - (ii) involves the transmission or other making available of any computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment (including, without limitation, any virus, worm, Trojan horse, Easter egg, time bomb or spyware); and / or
 - (iii) involves the impersonation of any person or entity, falsely stating or otherwise misrepresenting an affiliation with any person or entity or expressing or implying that the Supplier endorses any statement the City makes.

4.4 The City ensures, to the best of its ability, all individual users of the City's Microsite will not engage in restricted activities set out in this clause 4.

5. Fees

5.1 All initial fees payable by DeKalb County to the Supplier with respect to the Services are described in the Attached "Sales Invoice / Pricing" (**Exhibit B**), exclusive of tax and any other tax, and such fees shall be due and payable in accordance with the Attachments.

5.2 Yearly subscription fees payable by DeKalb County to the Supplier with respect to the Services during the term of the Agreement as described the in the Attachment "Sales Invoice / Pricing", and such fees shall be due and payable in accordance with the Attachment.

5.3 DeKalb County will pay each valid invoice within 30 days of the date of such invoice. Should DeKalb County fail to pay such invoice within 90 days past due, the Supplier shall be entitled to charge interest (accruing daily and compounded quarterly) on the overdue amount, payable immediately on demand, from the due date to the date of actual payment, at the rate of 2% per annum above base rate

6. Ownership

6.1 The City warrants, represents and undertakes that:

- (a) it owns or has a valid licence to use, and will for the duration of this Agreement own or have a valid licence to use, any and all City Data that it or the City's Users inputs or otherwise contributes to the Services, and that such use will not infringe upon the rights of any third party; and

(b) to the extent that City can confirm, all such City Data is, and will throughout the duration of this Agreement be accurate and up to date.

6.2 The Parties further confirm and agree that:

(a) The Supplier owns and/or its licensors own, and will at all times own, the Platform, and all Intellectual Property Rights in the Platform. With the exception of City Data, the Supplier owns and / or its licensors own, all information and other data included in or accessed by means of the Platform, or which is generated on it, and all Intellectual Property Rights in such information.

6.3 The City hereby grants the Supplier a worldwide, non-exclusive, transferable, sub licensable, perpetual, royalty-free, licence during and after the term of this Agreement to copy, modify, distribute, publish, make available or otherwise use the City Data for the following purposes only:

- (a) providing the City with access to, and use of, the City's Microsite;
- (b) if the Supplier agrees to do so, provide the City with training, maintenance telephone support, or back-up or related services in relation to access or use of the City's Microsite by City or City's Users; and
- (c) the Supplier will continue to develop and improve the Platform and its other services. Such Upgrades, developments and/or improvements to the Websites or Platform shall be provided to City without cost.

Any developments and/or improvements to the City's Microsite or Platform specifically requested by the City which are unrelated to technical issues of the Website, Platform, or Microsite will be completed at cost to the City. See attached "Product and Service Description and Statement of Work" (**Exhibit A**).

6.4 Except as otherwise granted in this Agreement, the City has no other rights to use the City's Microsite, the Platform, or any of the Supplier's Intellectual Property Rights, unless said Intellectual Property Rights are granted to City by Supplier in writing.

7 Availability, Maintenance and Support

7.1 Supplier shall be responsible for all maintenance and Upgrades to the Websites, Platform and City Microsite which may from time to time be required.

7.2 City shall be responsible for all maintenance and upgrades to the City's computer systems which may from time to time be required.

7.3 Supplier warrants that the application platform(s) will be available to be accessed by the City at least 99.5% (Uptime) of each calendar month during the Term of this Agreement.

7.3.1 Where Supplier fails to meet the Uptime Service Level then DeKalb County is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

Uptime Percentage in a full calendar month	Credit
99.5% to 100%	No proration: Uptime is met.
97% to 99.4%	5% of the monthly Subscription Fee for the Services prorated
95% to 96.9%	7% of the monthly Subscription Fee for the Services prorated

90% to 94.9%	10% of the monthly Subscription Fee for the Services prorated
Less than 90%	100% of the monthly Subscription Fee for the Services

7.3.2 Uptime will be calculated monthly by Supplier and such calculation will be deemed binding on the parties in absence of manifest error. Uptime Availability is calculated based on the following formula:

$UA = (T - M - D) / (T - M) \times 100\%$ where UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes and D = Downtime Minutes. When calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:

- a. Scheduled Maintenance;
- b. any City Data or unrelated City owned software
- c. any unlawful, negligent or wilful act or omission by County, County's Agents, contractors or invitees or any other person; and
- d. any Force Majeure event.

7.4 Unless maintenance is corrective in nature, maintenance shall only take place at scheduled times. The scheduled maintenance times under this Agreement shall be on weekends (Saturday or Sunday). Corrective maintenance shall be undertaken as and when required. The Supplier shall provide at least 24 hours' notice of any maintenance (including scheduled maintenance) which may affect the City's use of the City Microsite, Websites or Platform.

7.5 Supplier shall provide incident management or technical support to the City's employees and the City's Users, at no additional charge, from 8am EST – 8pm EST via email at support@apply4.com. Supplier will also provide the City's employees support in the form of dedicated customer service representatives who can be reached via phone (866) 419-7968 Monday through Friday from 8 am EST – 8 pm EST at no additional charge.

7.5.1 Supplier shall use all commercially reasonable efforts to meet or exceed the Service Level Standards outlined in the table below. Where Supplier fails to meet the standards then DeKalb County is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

Priority Level	Description	Time to Respond	Response Credit	Time to Resolve	Resolution Credit
Priority Level 1	Mission critical city business process unable to function - FilmApp is not functioning and there is no workaround that is acceptable to the County, thereby preventing a department or workgroup from performing a mission critical business function(s).	100% responded to within 4 hours	10% of monthly Service Fees prorated	100% resolved within 24 hours	10% of monthly Service Fees prorated
Priority Level 2	Significant impact to Mission critical city business process(s) – a major problem impedes the ability to perform mission critical business	100% responded to within 8 hours	5% of monthly Service Fees prorated	100% resolved within 48 hours	5% of monthly Service Fees prorated

	function(s) due to major functionality not working. A temporary workaround that is acceptable to the County is available.				
Priority Level 3	Not able to accomplish all functions - minor function(s) not working causing non-critical work to back up.	100% responded to within 24 hours	3% of monthly Service Fees prorated	100% resolved within 5 Business Days	3% of monthly Service Fees prorated
Priority Level 4	Inconvenience- FilmApp is causing a minor disruption in the way tasks are performed, but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent facing applications.	100% responded to within 72 hours	2% of monthly Service Fees prorated	100% resolved within 15 Business Days	2% of monthly Service Fees prorated

8. Applicants

While the Platform may allow the City to upload to the Website its requirements regarding film production permits, the City acknowledges and agrees that the Supplier will not be a party to, and will have no liability to, the City or any other person in respect of, such requirements.

9. Termination

- 9.1 The City or Supplier may terminate this Agreement upon 10 days written notice to the other in the event that the other is:
 - (a) in breach of any of the terms of this Agreement and such breach is incapable of being remedied;
 - (b) in breach of any of the terms of this Agreement and, the breach being remediable, the City fails to remedy the breach within 30 days from the date of a written request from the Supplier to do so; and/or
 - (c) subject to any insolvency or bankruptcy proceedings or subject to liquidation, administration or receivership, or ceases to do business, or becomes unable to pay its debts as they become due within the meaning of insolvency within the meaning of the US Bankruptcy Code.
- 9.2 The Supplier may terminate this Agreement for any reason upon giving written ninety (90) days' notice to the DeKalb County and the City and making payment to DeKalb County of a sum equal to such amounts (if any) paid by DeKalb County to the Supplier for any period of access to the Services following such termination so that DeKalb County and the City may find another service provider and/or extract, copy, duplicate or otherwise use the City Data stored on the Websites, Platform, and City's Microsite.
- 9.3 The City may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) calendar days in advance of the termination date. Any payment amount paid by DeKalb County to the Supplier for any period of access to the Services following such termination shall be non-refundable.
- 9.4 Termination or expiration of this Agreement will not affect the Supplier's or the City's accrued rights and remedies.

- 9.6 On termination or expiration of this Agreement:
- (a) all rights granted to the City under this Agreement, including, without limitation, the City's right to use the City's Microsite, will immediately cease; Supplier will provide City with sufficient time, not less than sixty (60) days, to download any and all materials collected on the City's Microsite, after discussion with City.
 - (b) the Supplier will make available all City Data in a manner requested by City and will undertake to destroy securely all data collected in accordance with this Agreement upon written instruction from the City at no charge. The Supplier shall otherwise have no obligations to the City in relation to any data, including, without limitation, City Data or the Services (including, without limitation, any obligation to host, maintain or archive any such data for the City after City downloads any and all materials collected on the City's Microsite); and
 - (c) the City agrees immediately to cease use of the City's Microsite and instructs its employees to do the same.
- 9.7 Clauses 10 (Liability), 15 (Data Protection), and 17 (Governing Law Jurisdiction & Validity) will survive the expiry or termination of this Agreement.
- 9.8 Supplier and City shall be allowed to suspend their obligations under this Agreement for the duration of any Force Majeure event as defined below and for a reasonable period thereafter to permit the parties to commence or recommence performance. Supplier and City shall have the right to terminate this Agreement by written notice if a suspension of service due to an event of Force Majeure exceeds three weeks.
- 9.9 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to: civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

10.0 Liability

- 10.1 It is the City's responsibility to ensure that the Platform is suitable for the City's purposes. The Supplier accepts no liability as to the suitability or fitness of the Platform in meeting the City's needs, other than the assurances provided herein. The Services shall be provided to the City in compliance with the Supplier's specifications as set forth in this Agreement and in the Services and Work Product document attached. The City also acknowledges and agrees that the operation of the City's Microsite is dependent upon the quality of the data which is input into it, but only to the extent that operation of the City's Microsite is dependent upon the quality of data, and the proper and effective functioning of the internet and other third-party equipment and services, and that the Supplier does not guarantee and will not be liable for these in any way. The Supplier accepts liability for:
- a) Death, damages, or personal injury caused by its negligence, or that of its employees or subcontractors acting in the course of their employment;
 - b) Any fraudulent pre-contractual misrepresentations made by the Supplier upon which the City can be shown to have relied; and
 - c) Any other liability which by law the Supplier cannot exclude.
- 10.2 Neither Party shall be liable to the other for any special, indirect or consequential losses or damages, profits, revenues, business, or goodwill.
- 10.3 The Supplier's total aggregate liability to the City under this Agreement shall not exceed \$100,000.00 Supplier agrees to maintain business, errors and omissions, and cyber security insurance in amounts standard to the industry. Supplier agrees to add the City as an additional insured to these policies. The Supplier shall provide the City with copies of all insurance policies within ten (10) business days of the Commencement Date.

- 10.4 The Supplier shall defend City against any claim, demand, suit or proceedings made against City by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify City for any damages finally awarded against and for reasonable attorney fees incurred by City in connection with any such claim; provided that the Customer shall, as soon as reasonably practical give Supplier written notice of the claim, and the City shall give sole control of the defense and settlement of the claim to the Supplier.
- 10.5 Supplier covenants and agrees to take and assume all responsibility for the Services performed in connection with this Agreement. Supplier shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the Services performed in connection with this Agreement. Supplier shall defend, indemnify and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the performance of the Services, or operations by Supplier, any subcontractor, anyone directly or indirectly employed by Supplier or subcontractor or anyone for whose acts or omissions Supplier or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Supplier or other persons employed or utilized by Supplier in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Supplier, its subcontractor, anyone directly or indirectly employed by Supplier or subcontractor or anyone for whose acts Supplier or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Supplier or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Contract, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

11.0 Assignment and sub-contracting

- 11.1 The City shall not be entitled to assign, transfer or novate its rights and / or obligations under this Agreement without the Supplier's prior written consent, which shall not be unreasonably withheld.
- 11.2 The City agrees that the Supplier may, without written notice, assign, transfer or novate minor obligations (i.e. Phone support, Provisioning of the Microsite) under this Agreement to any member of its corporate group (Apply4Technology Ltd, Apply4Technology LLC (Florida)) and / or its sub-contractors. Any such assignment or transfer shall include the obligations contained in this Agreement. Any assignment or transfer shall not relieve Supplier of its independent obligation to provide the Services and be bound by the requirements of this Agreement. The Supplier agrees it will not otherwise assign, transfer or novate any major obligations in this Agreement to any member of its corporate group (Apply4Technology Ltd, Apply4Technology LLC (Florida)) and/or to a purchaser of all or substantially all of its business or assets without the City's prior written notification.
- 11.3 Supplier shall notify City immediately should it transfer hosting services or the server from its current location as identified in the attached "Apply4 Security Overview" (**Exhibit C**).

- 11.4 The City agrees that the Supplier may, upon prior written consent, sub-contract any of its obligations under this Agreement to a third-party supplier, always providing that such sub-contracting will not relieve the Supplier of such obligations to the City. Supplier shall provide City with the contact information for any such sub-contractor.

12. Amendment and waiver

- 12.1 Any changes to this Agreement will only take effect if agreed in writing and signed by both Parties.
- 12.2 The waiver (which must be in writing) on a particular occasion by either Party of any rights under this Agreement does not imply that other rights are waived.

13.0 Notices

All notices which either Party is required to give to the other under this Agreement shall be in writing and shall be sent to the address for the other Party given in this Agreement, or such alternative address as such other Party may have provided to the notifying Party in writing from time to time.

City of Stone Mountain

Attn: Miglena Dimov

875 Main St,
Stone Mountain, GA 30083
mdimov@stonemountaincity.org

Apply4 Technology, LLC

19046 Bruce B. Downs Blvd., Ste. 207,
Tampa, FL 33647

14.0 Third parties

- 14.1 A person who is not a Party to this Agreement has no rights to enforce or enjoy the benefit of any term of this Agreement.

15.0 Data protection

- 15.1 This Clause is without prejudice to Clause 6. In this Clause, the terms "**data controller**", "**data processor**" and "**personal data**" will have the meanings given to them in the EU-US Privacy Shield Framework. All applicable federal, state, or local law shall apply to City and Supplier.
- 15.2 With the exception of registration data and / or other data provided by the City for the Supplier's own use, to the extent that the Supplier processes personal data in the course of making the Services available to the City, or otherwise pursuant to this Agreement ("**Data**"), the Supplier will do so only as a data processor acting on behalf of the City (as the data controller) and in accordance with City's instructions.
- 15.3 The City will at all times comply in full with the requirements of any applicable privacy and data protection laws (including, where applicable, EU-US Privacy Shield Framework and any national implementation(s) of them) to which it is subject as a data controller ("**Applicable Privacy Law**"), to the extent that these laws do not conflict with other federal, state or local laws.
- 15.4 The Supplier will process Data in accordance with the City's lawful instructions under Applicable Privacy Law and will not: (i) assume any responsibility for determining the purposes for which and the manner in which the Data is processed or (ii) process the Data for its own purposes.
- 15.5 The Supplier will at all times: (i) process Data only for the purpose of making the Services available and in accordance with the City's lawful instructions; and (ii) not divulge the whole or any part of

the Data to any person, except to the extent necessary for the proper performance of this Agreement or otherwise in accordance with the City's lawful instructions. The City agrees that the Supplier may process the Data to create and compile aggregated data, reports, and/or statistics about the Services the City, any group(s) the City agrees to share data with, potential Citys, and the general public, provided that such aggregated data, reports and statistics will not enable any living individual to be identified.

- 15.6 The Supplier will have in place and maintain throughout the term of this Agreement appropriate technical and organizational measures against accidental or unauthorised destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data. Supplier will ensure that all User payment processing information will be encrypted, and that all such data will be handled and protected in a first-class manner consistent with data security procedures in the industry.
- 15.7 The Supplier's standard security terms are defined in the Attachment "Security overview."
- 15.8 The City authorizes the Supplier to subcontract processing of Data under this Agreement to a third party provided that: (i) the Supplier provides the City with reasonable prior notice of any such subcontracting; (ii) the Supplier flows down its obligations under this Clause to protect the Data in full to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Clause; and (iii) the Supplier will remain fully liable to the City for the acts, errors and omissions of any subcontractor it appoints to process the Data.
- 15.9 The Supplier will at all times provide an adequate level of protection for Data that it processes on behalf of the City in accordance with the requirements of the EU-US Privacy Shield Framework and all other applicable federal, state, or local law.
- 15.10 The Supplier will provide all assistance reasonably required by the City (at the City's expense) to enable the City to respond to, comply with or otherwise resolve any request, question or complaint received by the City from (i) any living individual whose Data is processed by the Supplier on behalf of the City or (ii) any applicable data protection authority.
- 15.11 Supplier acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, and/or staff to likewise protect such confidential information. Supplier agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Supplier creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. Supplier shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not. Supplier acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and Supplier further acknowledges that if Supplier submits records containing trade secret information, and if Supplier wishes to keep such records confidential, Supplier must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

16.0 Payment Card Industry Compliance

- 16.1 The Supplier must comply with the following requirements.
- a. The Supplier must maintain compliance with the requirements of PCI-DSS, as indicated in its most current annual Self-Assessment Questionnaire - D Suppliers (SAQ-D).

- b. The Supplier will perform an annual PCI compliance assessment and attest to compliance of its environment. The Supplier must perform the annual assessment against the SAQ-D version of the PCI-DSS that is valid at the time of the assessment.
- c. If the Supplier becomes aware of the fact that the Supplier is no longer PCI-DSS compliant, the Supplier will immediately provide the City with the steps being taken to remediate the non-compliant status. In no event will the Supplier's notification to the City be later than five (5) calendar days after the Supplier becomes aware of that the fact that the Supplier is no longer PCI-DSS compliant.
- d. The Supplier is responsible for the security of Payees PII only to the extent that the Services impact the transmission of PII to the City's payment gateway.
- e. The Supplier affirms that, as of the effective date of the Agreement, the Supplier has complied with all applicable requirements of PCI-DSS and has validated the Supplier's compliance with PCI-DSS.
- f. The Supplier must demonstrate current PCI-DSS compliance by providing the Supplier's most recent Attestation of Compliance ("AOC") and Accredited Scan Supplier ("ASV") scan reports. Furthermore, the Supplier must provide the AOC and ASV scan reports to the City by the effective date of the Agreement. Thereafter, the Supplier shall submit a new PCI-DSS AOC and ASV scan report annually.
- g. If a breach or intrusion or otherwise unauthorized access to PII occurs in connection with the Services, the Supplier must notify the City within 24 hours to allow the proper PCI-DSS compliant breach notification process to commence.
- h. The Supplier must provide appropriate payment card companies, acquiring financial institutions, and their respective designees access to the Supplier's facilities and all pertinent records to conduct a review of the Supplier's compliance with the PCI-DSS requirements.

17. Governing law, jurisdiction, and validity

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of DeKalb County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Supplier submits to the jurisdiction and venue of such court.
- 17.2 If any part of this Agreement is held by a court to be invalid, unenforceable or illegal, the Parties agree that the remainder of this Agreement shall stand.
- 17.3 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Supplier agrees that, during performance of this Agreement, Supplier, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Supplier agrees to comply with all applicable implementing regulations and

shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

- 17.4 Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of the City. Any provision of the Agreement requiring the City to indemnify the Supplier is only valid to the extent allowed by Georgia law. The City shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder.
- 17.5 Each term of this Agreement is material, and Supplier's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

(Signature Page Follows)

Signed for and on behalf of the Supplier (Apply4 Technology, LLC):	
Signature
Name	Hugh Sharma
Title	Operations Manager
Date
Signed for and on behalf of the City of Stone Mountain, a Georgia municipal corporation, having read and understood this Agreement:	
Signature
Name	Dr. Beverly Jones
Title	Mayor
Date

Attest: _____

Shawn Edmondson, City Manager

EXHIBIT A
PRODUCT DESCRIPTION / STATEMENT OF WORK



FilmApp – Product Description

Apply4 Technology, LLC
Contact: Hugh Sharma
19046 Bruce B. Downs Blvd..207, Tampa, FL. 33647
P: 866-419-7968 **email:** hugh@apply4.com

Executive overview

FilmApp is a turnkey web-based Software as a Service (SaaS) product offering. No additional hardware or City IT resources are required.

FilmApp is accessible and usable with current versions of commonly used browsers, including IE9+, Safari, Mozilla, Google Chrome, and Firefox, across most widely used operating environments. The application is responsive, so it will display correctly across desktops and laptops, tablets, and smartphones.

The FilmApp platform will be free of typographical errors and will display uploaded and custom questions / requirements correctly.

The FilmApp platform is proven and reliable. We assure less than 1% downtime. System maintenance and upgrades are never performed during business hours (8am-8pm EST Monday through Friday). Scheduled maintenance and upgrades occur during weekends.

FilmApp stores application and permit data (City Data) for a minimum of seven (7) years, during and after Agreement term. FilmApp also offers the ability for the City to download complete backups of application and permit data (City Data) to a City server in usable formats.

FilmApp front-facing questions are semi-customizable. During the provisioning process, Apply4 Technology staff will work with City staff to build a list of questions to ask applicants that integrate into the standard FilmApp workflows.

User Management

FilmApp offers permission/role-based access to users, different administrators, and interested parties

Applicant Users

- Applicant users can self-register to use the system
- Applicant users can submit film applications and see the status of each application in an individual dashboard no matter the FilmApp municipal partner they applied, allowing transparency to the approval process across the platform.

Administrative Users

- Depending on the permission level, Administrative Users can view, edit, and manage applications from the platform's back office area.

Instance Administrator

- All functionality of Admin User plus the ability to create, grant, or restrict individual Administrative user's permission levels (View only, Edit, and manage)
- Manage site settings

Public-Facing Applicant User Interface

Authority Micro-site front page

The City will have access to an editable front page where the application process can be explained. Real-time updates on current local conditions can also be listed on this page.

Supporting documents such as fee schedules and blank paper forms that are required to be filled out and submitted during the application process are available for download on this page.

The City's multiple logos/ branding can be used for the header for the micro-site front page as well as pages on the Applicant's User Interface. All Apply4 logos and branding will not appear on the applicant User Interface or output documents. The only exception to this is the "powered by- Apply4 will appear at the lower left within footer of the User Interface pages.

Applicant user registration

First-time applicant users can self-register to use the online application system.

Standard Software as a Service (SaaS) email verification is used to establish a user email ID and password.

Applicant User dashboard

Each registered Applicant has access to a permits dashboard.

The dashboard provides a summary of an individual user's information as well as application activity and status for ALL applications no matter the FilmApp municipal partner.

Currently the dashboard shows applications submitted in over 60 cities in the US and UK. A must for a mobile industry.

The dashboard opens a direct line of communication between the Applicant and the City. It allows the City to offer greater transparency into the approval process.

Account Details

General details - username, password, address.

My Applications

A strip view of all the user's applications for film shoots submitted to the City.

Users can:

- Check status of submitted all applications.
- View summary of each application
- Add additional supporting documents to applications when required.
- Request reviews when submitted applications are locked from editing.
- Edit applications that are in review or new.

Online Application process

Once logged in, applicant users will be guided through the application process where they provide information about their shoot(s) and submit this information to the jurisdiction.

Applicant User can:

1. Enter Film Shoot Location
2. Enter Film Shoot Date
3. Enter Shoot details
4. Enter Production company details
5. Upload and submit insurance details
6. Upload an unlimited amount of supporting documents (10MB limit for each document)
7. Agree to and E-sign City's (via check box) Terms and Conditions for filming
8. Submit the application along with all supporting documentation.

When submitted a "virtual workroom" is created for each production. Answers have effects in the admin back office area of the software applications

1. Proposed shoot dates are entered on a calendar (date of the shoot, not application)
2. Upload insurance docs - in an application, show whether docs are uploaded or not
 - Because proof of insurance is so vitally important for these types of activities, the system is locked from issuing a permit until it has been provided and verified by an admin user.
3. Details of traffic requirements - are printed on summary notification PDF's and permit
4. Details of police consent required – are printed on summary notification PDF's and permit
5. User uploads a document - creates a reminder asking the Admin to mark as read

Back Office Administrative User Interface

Administrator Dashboard

Administrative users navigate the dashboard to complete actionable events for all applications submitted to the City.

Account Details

Account holder general details - username, password, address.

My Applications

Each administrative user can see all applications assigned to them. All applications are categorized by status.

A strip view shows a summary of the critical information for each application.

Summary Information includes:

- Status of the application
- Date and location of the shoot
- Outstanding invoices

Administrative users can click on each application in the strip view to see more information about that application and begin the approval process.

Viewing / Processing / Approving Individual applications

- By clicking on an individual application on the "my-applications" page, the Site Administrator(s) admin user assigns "ownership" of a project.
- Administrative users can verify information submitted by an applicant,
- Administrative users can request more information or documentation from the Applicant if required.
- Administrative users can notify, consult with, and send pertinent supporting documents to select internal and external key stakeholder groups about a proposed shoot.
- Administrative users can generate invoices for usage fees.
- Payment of fees can be accepted online via payment gateway API integration.
- Administrative users can issue a permit or approval letter and sent it to the Applicant via the integrated messaging system.

1) Overview

An overview of each application. Specific functions:

- Shows vital information about the Applicant
- The application is assigned to an administrative user by a Site Administrator- until this action is completed, no additional activities can take place.
- Admin updates status of the application
- Shows if insurance is uploaded
- Shows log of actions on the application
- Shows reminders (see the section on reminders)
- Admin can create Permit/ Approval Notice on this page with the click of the mouse (i.e., PDF with permission to film sent via email to the Applicant)

2) Production Information Tab

This section the specific information of the whole production (e.g., James Bond). It includes the company details and insurance information supplied by the Applicant.

3) Shoot Information Tab

With a film, many individual shoots may be required. For an episode of Miami Vice as an example, A shoot on the shore of Biscayne Bay and a shoot on Miami Beach may have been required. The Shoot Section tab shows all details and requirements, including:

- Location information
- Schedule information
- Listing of all City resources required.

4) Document File Folder Tab

All supporting documents uploaded alongside the application and all documents created by the system are stored.

- All documents are automatically named with type and date. The page split into two tables:
 - Documents and New documents.
New documents are all documents uploaded to the system by the user but unread by the Admin. The documents table shows all documents marked as read by the Admin.
- Actions available.
 - Download / View
 - Add a description
 - Archive - places doc in a table "archive."
 - Replace - replaces the current document with a new one and places the old version of the document in the archive.
 - Upload a new document

5) Financial Tab

- API integration with the City's existing credit card payment gateway allows the FilmApp to create a payment link for each invoice.
- Administrative users can create and send invoices via email for fees. Multiple invoices can be created for a single application.
- When an applicant makes a payment for an invoice, the invoice is marked as paid automatically in the financial section.
- If there are any unpaid invoices for a production, the "un-paid flag" shows on the application strip-view.
- Once all invoices for an application are paid, a paid flag will show. This allows the City verify outstanding invoices before a permit or approval is sent to the Applicant.

6) Messaging Tab

FilmApp utilizes both Apply4 technology's email server and City's governmental email system for sending and receiving messages

- The Apply4 Technology server sends outbound system notifications and messages.
- Stakeholders email receives messages who then can click a link to reply within the messaging system
- Admin users can send, receive, and consult back and forth on projects using various types of messages.
- Messages can be sent to applicant users, internal and external stakeholders, third parties, and groups created by administrative users within the system.
- Administrative users can attach pertinent supporting documents from each application to messages and send them to individual recipients, internal and external stakeholders, third parties, and groups.
- When configured, The Apply4 Technology server can send a copy of all outbound notifications and message emails to a "compliance email" address (i.e. filmapp.compliance@yourCity.gov) to meet compliance requirements.

7) Activity Stream Tab

- The activity stream is a log of all actions on each application that creates a complete audit trail.
- Administrative users can add comments to log for phone calls, emails, offer opinions, and update conditions on a "Facebook-style" interface.
- Order of Activity Stream = latest actions at the top.

8) Reminders Tab

Reminders are either created manually by Administrative Users or created automatically by certain actions taken by the Applicant user or Consult email messages being sent.

- They appear on:
 - The application strip view
 - The calendar
 - The Application overview page.

Applicant User actions that create reminders include

- If the user selects Police Consent required in the application.
- If a user selects a location with notes.
- If a user uploads a document after the application is assigned to a film officer.

Calendar

All applications are displayed on a calendar in strip-view based on the date of the shoot.

Administrative Users can select what displays on the calendar and the date range.

- The strip-view shows a summary of the critical information for each application, including status, payment details, dates, and location. The Administrative Users can click to reveal more data.
- When using both FilmApp and EventApp, the calendar can show both film shoots and events on a single calendar.
- This eliminates double booking and removes the conflict of required resources.

Standard Data Aggregation / Reports

Data from all applications are collected and aggregated in real-time. Administrative Users can manually export a CSV file with different data and different date ranges.

- Standard report downloads

Activity report – Shoot information

Detailed finance – Paid invoices

Debt report - Invoices not paid

Contacts - All contacts

Location - All locations

Locations Database

Database of all popular/managed film locations

- When an Applicant user enters a location, it matches it with existing locations in the database after typing three or four keys.
- Each managed location will be marked on a Google Map with a pin

- New locations can be added by Applicant during the application process. Administrative Users are warned using reminders that a new location has been entered. Synonyms are used so if a user enters a wrong spelling it can be matched with an existing location.
- Locations are linked to contacts and contact groups so that when messages are sent, the linked contacts are shown in the message section.
- Fees can be associated with each location for invoice items. Reports can be generated showing fees collected for each location.
- Feedback information, seen only by Administrators, about each location can be entered and viewed each time that location is used in the future.

Contacts Database

Database of all Film and production approval/notification stakeholder contacts.

Individual contacts with an email address.

- Administrative Users can send messages to any individual contact in the database.
- An individual contact can be linked to an individual location.
- Individual contacts can be linked to every location.

Groups

- Individual contacts can be grouped e.g. Local police
- Contact groups can be linked to a location
- Groups can be linked to every location.

Instance Management

Site Administrator role(s) can change items specific to the City.

- Frontpage title
- Frontpage text
- Summary, invoice, and Permit PDF templates
- Documents available for download on the front page
- The City's specific Terms and Conditions to film that appear on the online application form as well as the Permit/ Notification Letter

**EXHIBIT B
SALES ORDER / PRICING**

All fees paid for by the Decide DeKalb Development Authority

EXHIBIT C
APPLY4 SECURITY OVERVIEW

Apply4 Technology Platform and Security

Last reviewed and updated: 2nd November 2023

Overview

Apply4 Technology is a software as a service (SaaS) provider for city and local governments to manage application processes. Our portfolio includes FilmApp, EventApp and WorksApp, all offering integrated solutions allowing applications to be made online simply and inexpensively. Our systems are currently used by local government authorities in the UK, USA and New Zealand, and many private companies and agencies.

We understand the importance to our clients of being able to trust our system as being reliable and secure. This document outlines the key parts of our system from that perspective. Where questions arise about our approach we are always happy to provide answers.

Hosting Environment

Our services are hosted on Amazon Web Services (AWS) infrastructure. Our US clients are hosted in AWS's US East (Ohio) data centers and our UK and New Zealand clients are hosted in AWS's EU West (London) data centers.

These AWS physical environments offer a high degree of security as described here:

<https://aws.amazon.com/compliance/data-center/controls/>

Our application is run within Docker containers running within Amazon's Elastic Container Service (ECS).

Files are stored in Amazon's Elastic File System (EFS) and data is stored in Amazon's Relational Database Service (RDS).

We use a variety of other AWS services including Route 53, VPC, NAT gateways and CloudWatch alarms.

Our AWS partner, Krystal Hosting Limited, provides 24x7 emergency support, three

hundred and sixty five days a year.

Data Security, Backup, and Compliance

Data Security

All information on the move between users' browsers and our systems is encrypted using Transport Layer Security (TLS) to protect it from eavesdroppers.

Data at rest in both Amazon RDS and Amazon EFS are protected using industry standard AES-256 encryption.

Data Backup and Recovery

Database snapshots are taken daily. Transaction logs keep a record of what has happened since the last snapshot. Both are retained for 35 days and, together, allow recovery to any point in time over the last 35 days.

Files in Amazon Elastic File System are backed up and retained for 35 days.

Both database and filesystem backups are stored in multiple [AWS Availability Zones](#) (independent data center locations) within the same AWS region.

Backups are encrypted using an AWS KMS [customer master key](#) (CMK).

Security Checks and Scans

We run the following automated checks and scans against our systems, applying patches in response to any issues they identify:

- Weekly automated checks for any known vulnerabilities in 3rd-party Ruby components we're using
- Quarterly PCI security scans

Policies

Contractual Privacy Protection for Customers

Apply4's employment contracts include confidentiality provisions that prohibit us from disclosing customer confidential information, including customer and end user data, except under certain narrowly defined circumstances, such as when required by law.

Apply4 Technology employees agree not to access customers' accounts, including customer data, except to maintain the service, prevent or respond to technical or service problems, at a customer's request at a customer's request in connection with a

customer support issue, or where required by law.

Code of Conduct, Confidentiality Agreements, and Information Security Policies

Every Apply4 Technology employee and contractor must follow Apply4's code of conduct, sign confidentiality agreements and follow Apply4's security policies.

Conclusion

We understand that having confidence that secure and resilient systems are in place is vital for our partners. Our goal is to ensure that Apply4 Technology's application management systems are able to fully meet your needs.

If you have any additional questions, please [get in touch](#).

INTERGOVERNMENTAL AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.

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

2.

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

3.

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

The City commits and agrees as follows:

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

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

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

4.

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

5.

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

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

- provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and to otherwise conduct its business and work in accordance with the Act;
- (b) To diligently pursue, with time being of the essence, performance and fulfillment of its obligations owed under this Agreement for promotion and advertising, installation of two (2) murals, enhancement grants for local businesses, and special events as determined by the DDA consistent with the purposes and provisions of the Act and this Agreement;
 - (c) To establish minimum qualifying criteria and standards as the DDA determines necessary for the exercise of its work under this Agreement, including for promotion and advertising, approval and installation of murals, approval and issuance of grants for local businesses, and special events, to ensure compliance with the Act and this Agreement;
 - (d) To adhere to governing ethics, conflict of interest policies, and financial management controls that provide transparency, avoid or mitigate conflicts of interest, and ensure the appropriate expenditure of the City Funding and other funds of the DDA consistent with the Act and this Agreement;
 - (e) To not increase or add to the financial commitment of the City to cover or subsidize any expenditures or liabilities incurred by the DDA beyond the limits of the City Funding or terms of this Agreement;
 - (f) To observe and implement management and oversight policies and controls to ensure the full training, staffing, reporting, and registration of the DDA and its Directors to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of registrations and reports, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; Georgia Main Street Program; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts;
 - (g) To observe and implement policies and financial management controls to ensure the full accounting, reporting, and registration of the DDA Accounts, including accounting for all revenues and expenditures, to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of financial information, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts subject to and conditioned upon timely satisfaction by the City of its commitments under Section 3 above;
 - (h) To maintain all books and records in accordance with the *By-Laws of The Downtown Development Authority of the City of Stone Mountain* and applicable provisions of the

cdubs0324@gmail.com

With a copy to:

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

8.

Miscellaneous.

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

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

(e) This Agreement shall inure to the benefit of, and be binding upon, the City and DDA and their respective successors. This Agreement does not and is not intended to confer any rights or remedies upon any persons other than the City, DDA, and their respective successors.

(f) This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

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

SIGNED FOR BY THE DDA OF STONE MOUNTAIN ON THE ____ DAY OF _____, 2025:

BY: _____ (SEAL)
Carl Wright, Chairperson

ATTEST: _____
Thom Deloach, Vice Chairperson

Approved as to form:

R. Kyle Williams, DDA Attorney

SIGNED FOR BY THE CITY OF STONE MOUNTAIN ON THE ____ DAY OF _____, 2025:

BY: _____ (SEAL)
Dr. Beverly Jones, Mayor

ATTEST: _____
Shawn Edmondson, City Manager

Approved as to form:

Jeff Strickland, City Attorney

EXHIBIT A

Attachment 1: Downtown Development District map.

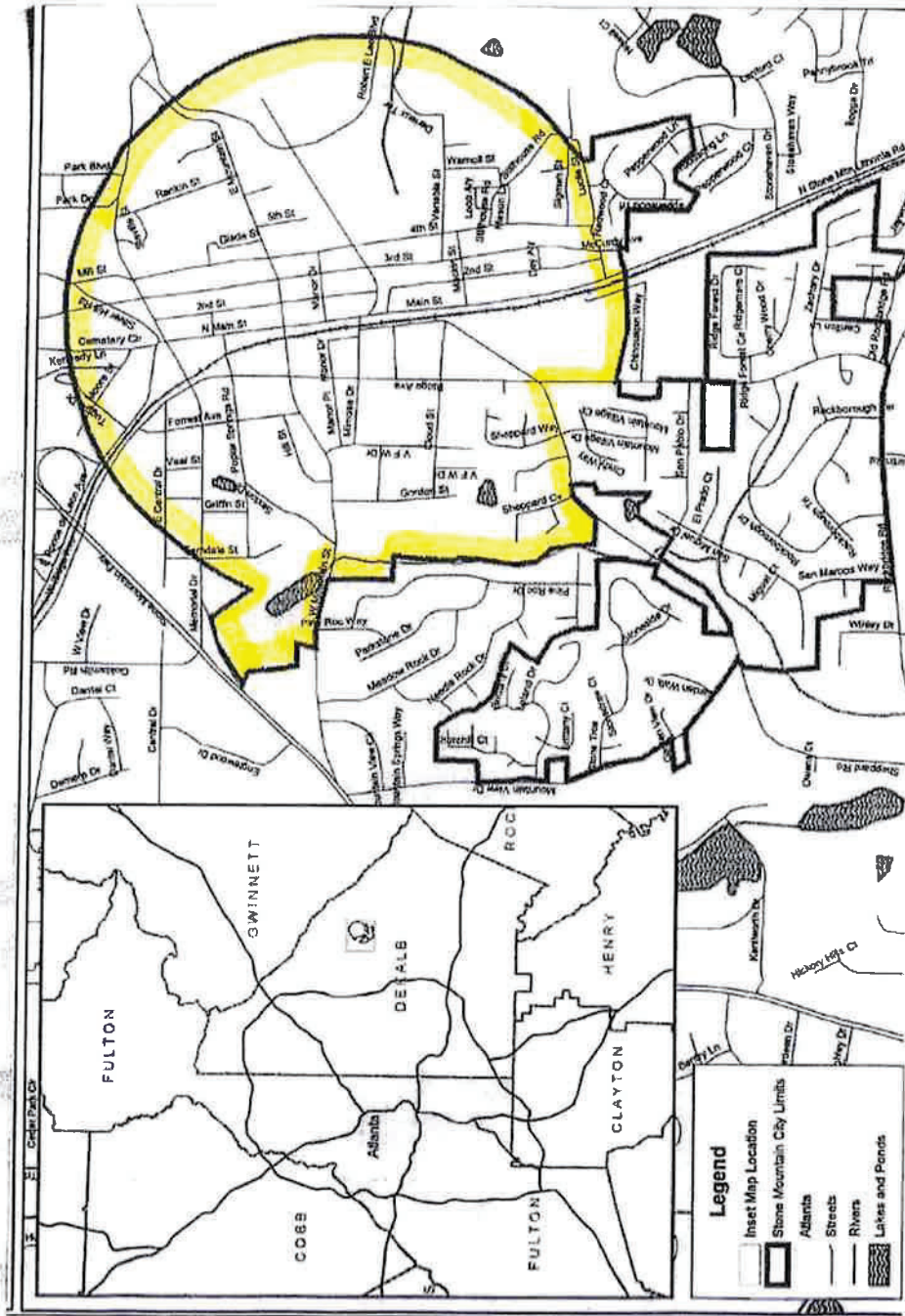


EXHIBIT B



DDA, Mayor & Council Joint Session

Agenda Item

Meeting Date: November 12, 2024

SUBJECT: DDA BUDGET REQUEST FY2025

Item: Discussion Item

Department: DDA

Fiscal Impact for 2025: \$175,750.00

Presented By: Maggie Dimov, Economic Development Director/DDA

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

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

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

Attachments/Exhibits: Attached proposed DDA Budget for FY2025

20- DDA

REVENUES

	2024 Current		2024 YTD		FY25 Requested Budget
	Budget	Actual	Budget	Actual	
Non-Departmental					
LICENSES & PERMITS 20.3000.32.2260 FILM			0	\$0	
TOTAL LICENSES & PERMITS					
INTERGOVERNMENTAL REVENUES					
20.3000.33.6001 DEKALB BD OF HEALTH			0	\$0	
TOTAL INTERGOVERNMENTAL REVENUES					
CHARGES FOR SERVICE					
TOTAL CHARGES FOR SERVICE			0	\$0	
CONTRIBUTIONS-PRIV SRCS					
20.3000.37.1002 BOOST			\$0	\$0	
20.3000.37.1003 Sponsorships			\$0	\$0	
20.3000.37.1004 Contributions - MSSM			\$0	\$0	
20.3000.37.1005 Tunes by the Tracks -			0	\$0	
TOTAL CONTRIBUTIONS-PRIV SRCS					
MISCELLANEOUS REVENUE					
20.3000.38.1001			\$0	\$0	
20.3000.38.9300			\$0	\$1	
20.3000.38.9301			\$0	\$0	
20.3000.38.9302			\$0	\$0	
20.3000.38.9303			\$0	\$0	
20.3000.38.9304			\$0	\$0	
20.3000.38.9305			\$0	\$0	
20.3000.38.9306			\$0	\$0	
20.3000.38.9307			\$0	\$0	
20.3000.38.9308			\$0	\$0	
20.3000.38.9309			\$0	\$0	
TOTAL MISCELLANEOUS REVENUE			0	\$0	

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

20.5130.53.1218									
20.5130.53.1220		Water - 5379 E Mtn	\$0		\$0				
20.5130.53.1226		Natural Gas	\$0		\$0				
20.5130.53.1227		GAS 965 FL 1 Main	\$0		\$0				
20.5130.53.1228		Gas 965 FLR 2 Main	\$0		\$0				
20.5130.53.1230		Gas - 5379 E Mtn	\$0		\$0				
20.5130.53.1231		Electricity DDA	\$0		\$0				
20.5130.53.1232		Electricity 965	\$0		\$0				
20.5130.53.1233		Electricity 963	\$0		\$0				
20.5130.53.1234		Electrical 965	\$0		\$0				
	2024	Electricity 965	\$0		\$0				
20.5130.53.1235		Electricity 965	\$0		\$0				
20.5130.53.1237		Electricity 5347 E	\$0		\$0				
20.5130.53.1238		Electricity - 5379	\$0		\$0				
20.5130.53.1300		Food Catering	\$0		\$0				
20.5130.53.1600		Small Equipment -	\$0		\$0				
20.5130.53.1740		Other Supplies	0		\$89				
TOTAL SUPPLIES									
CAPITAL OUTLAY	20.5130.54.1102	Site - 1001 4th	\$0		\$0				
20.5130.54.1300		Buildings	\$0		\$0				
20.5130.54.1308		Buildings - 5379 E	\$0		\$0				
20.5130.54.2400		Computer	\$0		\$0				
20.5130.54.2500		Other Capital	0		\$0				
TOTAL CAPITAL									
OTHER COSTS	20.5130.57.3000	OUTLAY	\$0		\$0				
20.5130.57.3200		Payment To Others	\$0		\$0				
20.5130.57.3300		BOOST	\$0		\$0				
20.5130.57.3400		Facade Grants	\$25,000		\$0				
20.5130.57.3401		Stormwater Utililty	\$0		\$0				
20.5130.57.3500		Stormwater - 5379	\$0		\$0				
20.5130.57.3600		Revolving Loan	\$0		\$0				
20.5130.57.3700		Business	\$0		\$0				
20.5130.57.9000		HISTORIC TRAIN	\$0		\$0				
TOTAL OTHER COSTS		Contingencies	0		\$0				
20.5130.58.1221	GMA - DDA BUILDING		\$0		\$0				
20.5130.58.2221	GMA - DDA BLDG		0		\$0				
TOTAL DEBT SERVICE			\$0		\$0				

\$ 100,000.00

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

INTERGOVERNMENTAL AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.

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

2.

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

3.

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

The City commits and agrees as follows:

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

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

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

4.

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

5.

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

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

- provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and to otherwise conduct its business and work in accordance with the Act;
- (b) To diligently pursue, with time being of the essence, performance and fulfillment of its obligations owed under this Agreement for promotion and advertising, installation of two (2) murals, enhancement grants for local businesses, and special events as determined by the DDA consistent with the purposes and provisions of the Act and this Agreement;
 - (c) To establish minimum qualifying criteria and standards as the DDA determines necessary for the exercise of its work under this Agreement, including for promotion and advertising, approval and installation of murals, approval and issuance of grants for local businesses, and special events, to ensure compliance with the Act and this Agreement;
 - (d) To adhere to governing ethics, conflict of interest policies, and financial management controls that provide transparency, avoid or mitigate conflicts of interest, and ensure the appropriate expenditure of the City Funding and other funds of the DDA consistent with the Act and this Agreement;
 - (e) To not increase or add to the financial commitment of the City to cover or subsidize any expenditures or liabilities incurred by the DDA beyond the limits of the City Funding or terms of this Agreement;
 - (f) To observe and implement management and oversight policies and controls to ensure the full training, staffing, reporting, and registration of the DDA and its Directors to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of registrations and reports, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; Georgia Main Street Program; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts;
 - (g) To observe and implement policies and financial management controls to ensure the full accounting, reporting, and registration of the DDA Accounts, including accounting for all revenues and expenditures, to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of financial information, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts subject to and conditioned upon timely satisfaction by the City of its commitments under Section 3 above;
 - (h) To maintain all books and records in accordance with the *By-Laws of The Downtown Development Authority of the City of Stone Mountain* and applicable provisions of the

cdubs0324@gmail.com

With a copy to:

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

8.

Miscellaneous.

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

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

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

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

SIGNED FOR BY THE DDA OF STONE MOUNTAIN ON THE ____ DAY OF _____, 2025:

BY: _____ (SEAL)
Carl Wright, Chairperson

ATTEST: _____
Thom Deloach, Vice Chairperson

Approved as to form:

R. Kyle Williams, DDA Attorney

SIGNED FOR BY THE CITY OF STONE MOUNTAIN ON THE ____ DAY OF _____, 2025:

BY: _____ (SEAL)
Dr. Beverly Jones, Mayor

ATTEST: _____
Shawn Edmondson, City Manager

Approved as to form:

Jeff Strickland, City Attorney

Stone Mountain City Council
c/o Richard Edwards, Planner

RE: Letter of Interest for re-appointment to Stone Mountain Planning Commission

Dear City Council,

I hope you are all enjoying a Happy New Year. Please accept this letter of interest for the opportunity to serve on the Planning Commission for the City of Stone Mountain. I believe my background and expertise make me a qualified candidate to serve on this commission.

Having been a resident of Stone Mountain since 2012 and a property owner since 2018, I have been keenly aware of the planning and projects that have taken place in the City of Stone Mountain during the past decade and beyond. I have attached my resume for review, but my background and current role have been focused on both residential and commercial construction projects in various jurisdictions across the country. This has provided me with a great deal of experience with both zoning and construction codes. I previously spent two years working with the Georgia Department of Community Affairs as a codes consultant where I gained valuable insight into the construction codes of jurisdictions across the whole state of Georgia. While there, I also led the task force for the adoption of the latest National Electric Code and the International Residential code, which included the review of all proposed amendments. These codes are current and applicable in the State of Georgia. In my current role at BMarko Structures, I work with architects and engineers daily to plan and design modular construction projects across the United States. Every jurisdiction is unique, and each requires thoughtful research and understanding to ensure that code requirements are met. Most recently, I completed a project with the City of Atlanta for their rapid homelessness initiative at Forsyth Street in downtown Atlanta. The fast pace of the project required cooperation from both public and private stakeholders at every level.

I would appreciate the opportunity to serve the City of Stone Mountain and its residents. I'm finally at a place in my career where I have the time to take on this position and dedicate myself to the service of our city.

Please let me know if you have any questions and I'll look forward to speaking with you very soon.

I appreciate your time and consideration.

Sincerely,

Matt McConnell

Matt McConnell

PROFESSIONAL OBJECTIVE

I am a passionate and dedicated professional seeking a goal-oriented sales position that will compliment my knowledge and passion for the modular construction arena.

Offering a strong background with experience in the following areas:

- **Project Management**
- **Construction Codes**
- **Public Speaking**
- **Client Development**
- **Modular Construction**
- **Personnel Management**
- **Prospect Research**
- **Relationship Building**
- **Outside Sales**

EDUCATION

GEORGIA STATE UNIVERSITY, Atlanta, Georgia

Master of Public Administration, (August 2011)

THE UNIVERSITY OF GEORGIA, Athens, Georgia

Bachelor of Business Administration, (May 2004)

- *Major: Banking & Finance*

PROFESSIONAL & VOLUNTEER EXPERIENCE

BMARKO STRUCTURES, Dacula, Georgia

Vice-President of Sales, (10/18 to Present)

- Grew monthly sales revenue from \$145k per month in 2018 to currently budgeted \$667k per month.
- Built a sales team that would execute every stage of the sales cycle from lead generation, estimation and quotation to contract closing.
- Closed largest sales contracts in company history, \$1.3M and 2.2M respectively.
- Represented company at modular building trade shows which led to the development of significant client relationships.
- Led effort to become first container modification company approved in Georgia’s Industrialized Buildings Program.
- Developed custom product offerings based on client needs and market opportunities.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, Atlanta, Georgia

Codes Consultant, (9/16 to 9/18)

- Provided technical assistance to local governments and stakeholders in the construction industry regarding The Uniform Codes Act.
- Coordinated task force review and adoption of the 2017 National Electrical Code and the 2018 International Residential Code.
- Responsible for managing a federal energy code adoption grant administered through the Georgia Environmental Finance Authority.
- Engaged in numerous public speaking engagements for presentations and trainings around the state of Georgia.

COLWELL GROUP, LLC, Marietta, Georgia

Project Manager, (10/14 to 8/16)

- Onsite project manager for large-scale renovation of a duplex at 327 6th Street, Atlanta, GA.
- Project managed the renovation at 3450 Keswick Court, Chamblee, GA and 9450 Hayes Drive, Gainesville, GA.
- Responsible for defining project’s scope, budget, timeline, permitting, coordination of trades, ordering and delivery of materials.
- Generated bids for residential remodeling projects and construction of new homes.

POWER 10 FUNDRAISING, Atlanta, Georgia

Director of Development, (8/13 to 9/14)

- Planned and executed capital campaign strategies for local and international nonprofit clients.
- Developed and drafted a case for support for the feasibility portion of the campaign.
- Prospected and identified foundational targets for the client’s campaigns.
- Responsible for leading every phase of the capital campaign including making direct asks for investment.

UNITED WAY OF GREATER ATLANTA, Atlanta, Georgia

Loaned Executive, (8/12 to 1/13)

- Recruited to develop and implement a short-term workplace campaign for a portfolio of 40+ public and private organizations.
- Campaign initiatives and corresponding responsibilities included corporate community outreach, public relations, securing fundraising from past contributors, and developing fundraising initiatives to attract new contributions.

- Exceeded fundraising goals, raising more than \$272K for United Way's annual campaign.

VERDE TAQUERIA, Atlanta, Georgia

Lead Server/Manager, (8/09 to 7/13)

- After returning from extensive travel through Central America, took server position to pay for graduate school.
- Continually progressed in both responsibility and position at the restaurant, soon becoming a manager.
- Dedicated to providing excellent customer service to patrons and team leadership to colleagues.
- Performed opening and closing duties of a manager.

HONDURAS OUTREACH INCORPORATED, Atlanta, Georgia

Volunteer Intern, (4/11 to 10/11)

- Recruited to develop the organization's client database for new sources of funding.
- Implemented new processes and streamlined existing processes for securing grants.
- Developed messaging for grants that appealed to diverse potential contributors and accurately communicated the organization's mission and vision.
- Researched and compiled an extensive, detailed list of potential foundational funding sources and developed a plan to reach out to and secure new sources of funding.
- Wrote numerous grant applications for the organization.
- Public relations and event coordination responsibilities to include coordinating HOI's first Fall Festival.

EASTLAKE FOUNDATION, Atlanta, Georgia

Development Intern, (8/10 to 12/10)

- Targeted foundations with similar core values for potential new sources of funding, while managing current donor database.
- Attained valuable experience writing and editing grant applications.
- Assisted in the planning of the annual silent auction preceding the PGA Tour Championship.

STRUCTURAL PRODUCTS CORPORATION, Norcross, Georgia

Project Manager and Outside Salesman, (8/04 to 10/08)

- Project managed engineered floor system design and installation for residential and commercial structures.
- Duties included drafting, engineering structural designs, managing personnel duties, and inspection of completed structure.
- Acted as primary contact and subject matter expert for clients.
- Held a fixed role as an outside salesman, securing new business and supporting the growth of the company.
- Set company record for top sales in any year of business, \$2.4M.

Professional Summary

Dedicated urban planning professional with expertise in zoning administration, logistics, and education. Skilled in collaborating with municipalities, preparing staff reports, and managing zoning applications. Proven ability to meet project deadlines while maintaining high standards of accuracy and professionalism. Experienced in logistics operations, team coordination, and fostering equitable community development.

Education

Georgia State University – Atlanta, GA

- Graduate Certificate: Planning and Economic Development | December 2020
- M.A. Educational Leadership and Policy | December 2018

University of New Orleans – New Orleans, LA

- B.S. Urban Studies and Planning | December 2012

Work Experience

BVNA North America | Planning and Zoning Administrator

April 2023 – May 2024

- Drafted ordinance text amendments and collaborated with municipalities to address city planning needs.
- Coordinated planning and zoning agendas, public notices, and legal advertisements for transparency and compliance.
- Led Planning and Historic Preservation Commission meetings, providing expert guidance on zoning applications.
- Managed zoning processes for variances, conditional use permits, rezonings, and site plan approvals.
- Delivered public presentations and staff reports for city council meetings.

RH Company | Planner (Temp)

December 2022 – April 2023

- Assessed zoning, land use, and planning proposals for municipal code compliance.
- Processed zoning applications and produced detailed staff reports for decision-making bodies.
- Maintained and updated zoning ordinances and maps, proactively addressing deficiencies with leadership.

Allen Environment | Zoning Project Manager

May 2021 – August 2022

- Reviewed zoning applications, building permits, and ALTA surveys for real estate projects nationwide.
- Created zoning reports and maps for property transactions, ensuring compliance with local regulations.
- Liaised with multiple municipalities to obtain records and resolve zoning inquiries efficiently.

Georgia State University | Planning & Economic Development Student

March 2018 – December 2020

- Conducted in-depth research on urban development challenges and planning ethics.
- Utilized GIS tools like ArcGIS to analyze spatial data and create visualizations for policy issues.

- Evaluated census data to support sustainable community planning initiatives.

Logistics Experience

UPS (8 years), FedEx (2 years), Amazon (3 years)

- Sorted, scanned, and prepared packages for delivery using RF scanners and operational workflows.
- Troubleshoot inventory issues, operated pallet jacks, and ensured compliance with safety protocols.
- Managed inventory control and worked collaboratively with team members to meet delivery goals.

Teaching Experience

Guest Teacher/Preschool Assistant Teacher (2010–2012, 2015, 2016–2018)

- Adapted instructional methods to align with diverse student learning styles from infant to high school levels.
- Documented student progress and collaborated with educators to implement educational goals.
- Attended school board meetings and adhered to district policies.

Additional Work Experience

- **Document Prep/Imaging Specialist (Dallas, TX):** Organized and digitized hard copy records, maintaining quality and production rates.
- **Zoning Assistant (Macon, GA):** Conducted staff reports, processed applications, and resolved non-conforming land use issues.
- **Elections Associate (Fulton County, GA):** Supported election operations with a focus on voter engagement and compliance.

Skills

Core Competencies:

- Urban Planning & Zoning | Project Management | Data Analysis | Public Speaking & Presentation
- Policy Research | Logistics Coordination | Education & Instruction

Technical Proficiencies:

- ArcGIS & ArcMap | SPSS | Adobe Photoshop | Microsoft Office Suite (Excel, Word, PowerPoint)
- Google Docs | Zoom & Skype | Typing (50 WPM)

Soft Skills:

- Conflict Resolution | Attention to Detail | Organizational Development | Ethics & Confidentiality
- Positive Communication | Team Collaboration | Documentation & Report Writing

Volunteer Experience

- Over 3,000 hours of community service focused on enhancing local communities and supporting equitable development.

I'm a member of Berean Christian Church (off Young Road in Stn Mtn GA)

Toastmasters International - a public speaking and professional organization (5001 Mainstreet Park Dr Stone Mountain, GA 30088-2308)

Im very big when it comes to the environment, so I'm also apart of/member of

Georgia Tree Council (6835 James B. Rivers Memorial Drive, Stone Mountain, GA 30083)

Georgia Sierra Club

I do a lot of volunteer work in general/ and members of the following, some include:

I volunteer with the Atlanta Food Bank (Stn Mtn, 1979 Parker Ct.,Stone Mountain, GA 30087)

St Paul D Vincent (4871 Memorial Dr, Stone Mountain, GA 30083)

Keep Rivers Alive in Georgia at Yellow River (3232 Juhan Road, Stone Mountain)(upcoming dates)

Rotary Club of Stn Mtn (upcoming dates)

All of my other volunteer work/memberships like APA and Georgia Sierra Clubis outside of Stone Mountain.

Analogously, I graduated from Redan Elementary, Stephenson Middle School, and Redan High School all in Stn Mtn GA.

Thanks for your time, and I can provide proof of memberships/affiliation upon request.

Chountelle

***bolded organization are within the Stone Mountain city limits.**



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

STAFF MEMO

To: City of Stone Mountain Mayor & City Council

From: Richard Edwards, AICP

Subject: Proposal to allow property owners affected by the city initiated rezonings to re-apply for the proposed rezonings.

Date: January 7, 2025

Purpose:

The purpose of this staff memo is to provide a process to allow those property owners affected by the city initiated rezonings a means to re-apply for the proposed rezoning on their property.

Background:

In August of 2024, staff proposed city initiated rezonings for properties that had existing uses that are not allowed by their current zoning. This was part of the research that City Council directed staff to do regarding issues with properties that had conflicts between existing use, current zoning district, and future land use designation in the Comprehensive Plan.

Staff is proposing to allow the property owners that were affected by these rezonings to re-apply without paying rezoning application fee. Staff has already completed the research and staff reports so there would be very little staff time to re-introduce these rezonings. For multi-family properties with individual owners (condos and townhomes) a majority of the property owners would need to request the rezoning before the city would re-initiate the rezoning process for the entire development.

The property owners would be required to submit their request in writing to the city no later than March 31, 2025, in order to take advantage of the \$500 application fee being waived. This waiver would only be applicable to the properties that were previously listed for city initiated rezoning, see the list below.

	Current Zoning	Comp Plan	Proposed Zoning	# of Existing Lots	Use
Garden Walk Apts/Condos	Single-Family Residential (R-1)	Condominium Residential	Multi-Family Residential (MR-1)	135	Apts/Condos
Oakridge Townhomes	Traditional Residential (R-2)	Townhomes/Duplex Residential	Multi-Family Residential (MR-1)	16	Townhomes
979, 973, 947, 963, 927, & 951 Sheppard Road	General Commercial (GC)	Single-Family Residential	Traditional Residential (R-2)	6	Single-Family
Chinquapin Way	General Commercial (GC)	Single-Family Residential	Traditional Residential (R-2)	5	Single-Family
853 4 th Street - Bethsaida Baptist Church	Shermantown Residential (R-4)	Public/Institutional	Office/Professional/Institutional (OPI)	1	Religious Institution
1103 & 1095 Forrest + 1106 Ridge Ave	General Commercial	Single-Family Residential	Traditional Residential (R-2)	3	Single-Family
Colonial Park Apts & Sexton Condos	Traditional Residential (R-2)	Condominium Residential	Multi-Family Residential (MR-1)	13	Apts/Condos
854 Sheppard Rd - Parkwood Apts	Single-Family Residential (R-1)	Multi-Family Residential	Multi-Family Residential (MR-1)	1	Apts
811 3 rd Street - St. Paul AME Church	Shermantown Residential (R-4)	Public/Institutional	Office/Professional/Institutional (OPI)	1	Religious Institution
917 & 925 Ridge Ave - Stone Mountain Baptist Church	Traditional Residential (R-2)	917 - Commercial 925 - Public/Institutional	Office/Professional/Institutional (OPI)	2	Religious Institution

1047, 1041, 1037, & 1031 Ridge Ave + 5302 Polar Springs	Village Center Mixed-Use (VCM)	Single-Family Residential	Traditional Residential (R-2)	5	Single-Family
5313 Poplar Springs Road (1 st UMC Parking Lot)	Village Center Mixed-Use (VCM)	Public/Institutional	Office/Professional/Institutional (OPI)	1	Religious Institution
Ridge Forest Duplexes	Single-Family Residential (R-1)	Single-Family Residential	In-Town Residential (R-3)	129	Duplexes and small lot single-family

Robert E. Witherspoon Jr.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@gmail.com

Results-oriented professional with a diverse background in operations management, administration, and computer operations. Numerous years of proven experience in data manipulation, analytics and reporting. Successful track record in government, military, non-profits and business environments. Motivated top performer dedicated and resourceful in achieving goals in stressful environments. Strong skills in Project Management, time management, cross functional collaborations and communications, providing exceptional user training. Specific expertise in Tableau, SQL, SAS, SSRS, Microsoft Office Suite, Google Analytics, Data Validation and Auditing

Related Experience

DEKALB COUNTY SCHOOLS – Stone Mountain, GA 11/ 99 –present

Technical Support Specialist/Information Technology Technician Provide Technical Support for schools in DeKalb County School District. Serve as a Systems Administrator: Install and maintain software and hardware. Certified installer for Promethean Activboards, Activwalls and Activpanels. Optimize the functionality of networks and systems. Diagnoses and recovers failed systems. Identify and anticipate systems performance, availability, and capacity or configuration problems. Initiate corrective or preventive actions, such as increasing disk or memory capacity to improve performance. Schedule maintenance activities during off-peak usage periods. Resolve problems such as defective hardware components or corrupted software. Perform preventive maintenance on hardware on schedule.

ZOO ATLANTA - Atlanta, GA 7/97 - 10/99

Systems Administrator/Business Analyst / AIX Administrator Assisted Project Managers with Information Systems requirements. Analyzed information flow for new projects. Gathered and documented Business/IT requirements and assisted as a liaison between Zoo departments and IT department. Classified problems into categories. Transferred knowledge base into Helpdesk. Analyzed and documented business process decisions. Developed operating strategies, architectures, and systems requirements based on understanding of existing operations and future evolution. Trained users on new systems, Desktop applications - Lotus SmartSuite, MS Office, MS Project 98, Windows 95, 98, Raiser's Edge and Computer Operations. Created User manuals using MS Word and PageMaker. Documented results of meetings. Worked with other IS staff members to develop common standards and procedures for system design and programming.

WAFFLE HOUSE – Snellville, GA 03/96 - 7/97

General Manager Directed the daily operations of the restaurant. Produced P&L reports, cash and credit card reconciliation. Prep products for cooking, Trained, mentored, scheduled staff, inventory, ordered food and supplies.

CITY OF GARY - Gary, IN 06/91 - 12/95

Division Director of City Operations/Assistant City Manager Member of Mayor's cabinet, Board of Works and Gaming Steering committee. Previewed new business proposals for the City of Gary. Directed over 150 employees in Law, Personnel, Finance, MIS, Risk Management, Maintenance departments and the Genesis Convention Center. Represented the Mayor as a liaison to the State Gaming Commission. Developed annual budgets, promoted city services, coordinated with all levels of government, developed and implemented policies and procedures to support the administration's decisions. Promoted from Assistant Director of MIS/Manager of Systems and Programs. Evaluated information management in city departments and made recommendations for automation. Planned, directed installation of new computer systems and trained employees on equipment and software. Promoted from Computer Programmer/Specialist. Implemented computer help desk program, resulting in greater productivity and less downtime.

SILVER NUGGET CASINO - North Las Vegas, NV 03/87-11/89

Slot Department Assistant Manager. Managed and trained over 50 employees in Slot Department and Coin Room, verified jackpot payouts, casino cage and slot machine fills, and directed slot tournaments. Promoted from Slot Floorman

Military

U. S. ARMY - Fort Meade, MD. Computer Programmer/Systems Analyst, Sergeant,
1989-1991

U.S. AIR FORCE - Indian Springs, NV Firefighter, Sergeant,
1983-1987

Education

University of Arizona Global, Chandler, AZ
Bachelors Healthcare Administration 2012- 2014
Graduated May 2014

Purdue Calumet University, Hammond, IN
Undergraduate Studies 1992

University of Nevada, Las Vegas, NV
Undergraduate Studies 1985 – 1987

Community

Life Member – Georgia PTA, Pine Ridge Elementary, Stephenson Middle, Stephenson & Cedar Grove High School

Twenty Year Plus, Youth Athletics Coach – Wade Walker Park – Central DeKalb Sports Association

Active Member – Alpha Phi Alpha Fraternity Incorporated, Nu Mu Lambda, Decatur Georgia

Instructions for Downtown Development Authority (DDA) Board Membership

- Candidate shall attend two DDA meetings in the last six months as an observer prior to application.
- Complete an application form and attach a resume. Forms can be obtained from Stone Mountain City Hall or by email to Maggie Dimov at: mdimov@stonemountaincity.org
- Candidates will be interviewed by the DDA Board and DDA Executive Director followed by a vote by the DDA Board for approval or disapproval.
- The application is submitted to the City Council with the recommendation of the DDA Board.
- The candidate will take the oath of office upon appointment by the City Council.

Mission

The Downtown Development Authority (DDA) of Stone Mountain PLANS for, LEADS and MANAGES the downtown revitalization and economic growth of the city. The DDA serves as an advocate and resource to new and existing businesses, implements new development and redevelopment of existing buildings within the downtown area and creates programs and policies to foster a vibrant and invigorating downtown area.

Overview

The Stone Mountain Downtown Development Authority is composed of a seven (7) member Board of Directors, appointed by the Stone Mountain City Council to serve as advocates and advisors to the City Council related to economic growth. The DDA drives and directs policies and programs aimed at improving the economic development and vibrancy of the city using the four (4) points of the Main Street process: Organization, Design, Economic Restructuring and Promotions. The DDA meets on the 4th Monday of each month at 6:30pm, at the DDA's Office located at 922 Main Street, Stone Mountain, GA 30083.

Questions to Consider for DDA Board Membership. (Please check all that apply).

- Do I reside within the city limits of Stone Mountain? / Do I own a business within the city limits of Stone Mountain?
- Do I fully understand what the DDA Board expects from me?
- Am I committed to the mission of the DDA Board?



- Can I afford the demands on my time, resources, and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside the regularly scheduled DDA Board meetings to attend sub-committee/action group meetings and prepare for each meeting?
- Can I work effectively with other members of the DDA Board?
- Am I willing to participate in the necessary Board training, education and development activities that will improve my effectiveness in my position?
- Am I current with all my financial obligations to the City?

Board Member Application

1. Applicant Name: Robert Winterspoon

2. Home Address: [REDACTED]

3. Resident of: (Stone Mountain) _____ (DeKalb County) _____ (Other) _____

4. Phone: [REDACTED] Email: [REDACTED]

5. Name & Address of business, residence or property owned or location of vested interest within the city limits of the City of Stone Mountain (if applicable):
[REDACTED]

6. Current Employer: DEKALB SCHOOL DISTRICT Current Position: INFORMATION TECHNICIAN

7. Work Address: [REDACTED]

8. Briefly explain your reason for wishing to become a DDA Board member (or please provide a Letter of Interest):
AS A BUSINESS OWNER IN STONE MOUNTAIN, I SEE THE IMPORTANCE
OF THE ENTIRE DISTRICT. OUR TAX BASE CAN GREATLY BE ENHANCED
WITH THE CORRECT BUSINESS MIXTURE FOR OUR CITY. I ENVISION
A VIBRANT DOWNTOWN DISTRICT WHERE VISITORS & RESIDENTS CAN ENJOY
ALL THAT THE CITY HAS TO OFFER.

Signature of applicant: [Signature] Date: 6/27/2024

Return Application to:
 Maggie Dimov, Economic Development Director
 875 Main St, Stone Mountain, GA 30083
mdimov@stonemountaincity.org



@gmail.com



TECHNICAL SKILLS

Adobe Creative Suite (InDesign, Illustrator, Photoshop), LinkedIn Campaign Manager, Sprout Social Facebook Ad Manager, Crimson Hexagon, Google Analytics, Google Ads, Pardot, Unbounce

EXPERIENCE

OneTrust, Atlanta, Ga., October 2021-Present

Senior Brand Marketing Specialist

- Managed company-wide brand initiatives, including a brand positioning and identity refresh, updating our product architecture, creating and launching a category, and developing a multi-channel brand campaign

Patientco, Atlanta, Ga., April 2018-October 2021

Creative Marketing Manager

- Lead 2 brand redesigns, which included market research, creating a product architecture and naming framework, updating all collateral, and creating brand guidelines to transform the Patientco brand
- Project managed a full website redesign and built +10 new web pages to better generate leads and represent the company as an industry leader, resulting in 3X inbound leads via the website
- Design & execute all Patientco creative including ad campaigns for social, SEM, display, and email

Digital Marketing Specialist

- Shifted Patientco to a strategic social media approach and managed social platforms, resulting in a 206% increase in followers, 789% increase in impressions, and 1,172% increase in engagement
- Created Patientco's SEO and SEM strategies - recommending a higher converting strategy, including managing a full site SEO audit and continuous reporting and optimization efforts for better rankings
- Developed a Patientco email newsletter and nurture cadence to increase brand awareness

Dalton Agency, Atlanta, Ga., January 2017-April 2018

Social Media Coordinator

- Designed and executed social media campaigns and strategies to drive objectives for various clients including consumer, B2B, regulatory agency and non-profit clients, leading to a 336% increase in engagement for Big Brothers Big Sisters of Metro Atlanta and a 4052% increase in engagement for InComm's Vanilla Suite
- Managed social media advertising and analyzed ROI metrics to measure program effectiveness

The University of Georgia, Athens, Ga., August 2015-December 2016

Research Assistant and Teaching Assistant (Social Media Analytics, Listening & Engagement)

- Taught a social media analytics lab that focused on social media analytics, listening, and engagement
- Produced monthly social listening reports about China North Industries Corp. and the Iran nuclear deal analyzing sentiment, influential authors, conversation spikes, and a variety of other metrics

Dalton Agency, Atlanta, Ga., June 2016-August 2016

Social Media Intern – Content, Strategy and Reporting

- Created social media content and reported results for five clients in diverse industries including: cosmetics, wireless communications, non-profit, and government, driving engagement
- Researched and contacted influencers for an influencer marketing campaign to grow brand awareness

Georgia Center for Opportunity, Norcross, Ga., June 2014-April 2015

Freelance Graphic Designer

- Developed a cohesive visual style guide; designed flyers, infographics, invitations, web wireframes, etc.

Georgia Trust for Historic Preservation, Atlanta, Ga., May 2014-July 2014

Communication Intern

- Created/managed all social media content, wrote newsletter articles, and developed marketing plans

EDUCATION

Master of Arts in Journalism & Mass Communication with a concentration in Public Relations

- The University of Georgia, Athens, Ga.
- Graduated December 2016, GPA 4.0/4.0

Bachelor of Arts in Studio Art (Graphic Design emphasis), Bachelor of Arts in Cultural Anthropology

- Furman University, Greenville, S.C.
- Graduated May 2015, Magna Cum Laude Honors, GPA: 3.8/4.0

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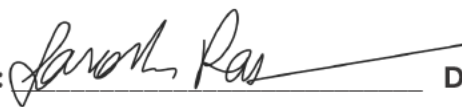
Questions to Consider for DDA Board Membership. (Please check all that apply).

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- Do I fully understand what the DDA Board expects from me?
- Am I committed to the mission of the DDA Board?
- Can I afford the demands on my time, resources, and energy?

- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside the regularly scheduled DDA Board meetings to attend sub-committee/action group meetings and prepare for each meeting?
- Can I work effectively with other members of the DDA Board?
- Am I willing to participate in the necessary Board training, education and development activities that will improve my effectiveness in my position?
- Am I current with all my financial obligations to the City?

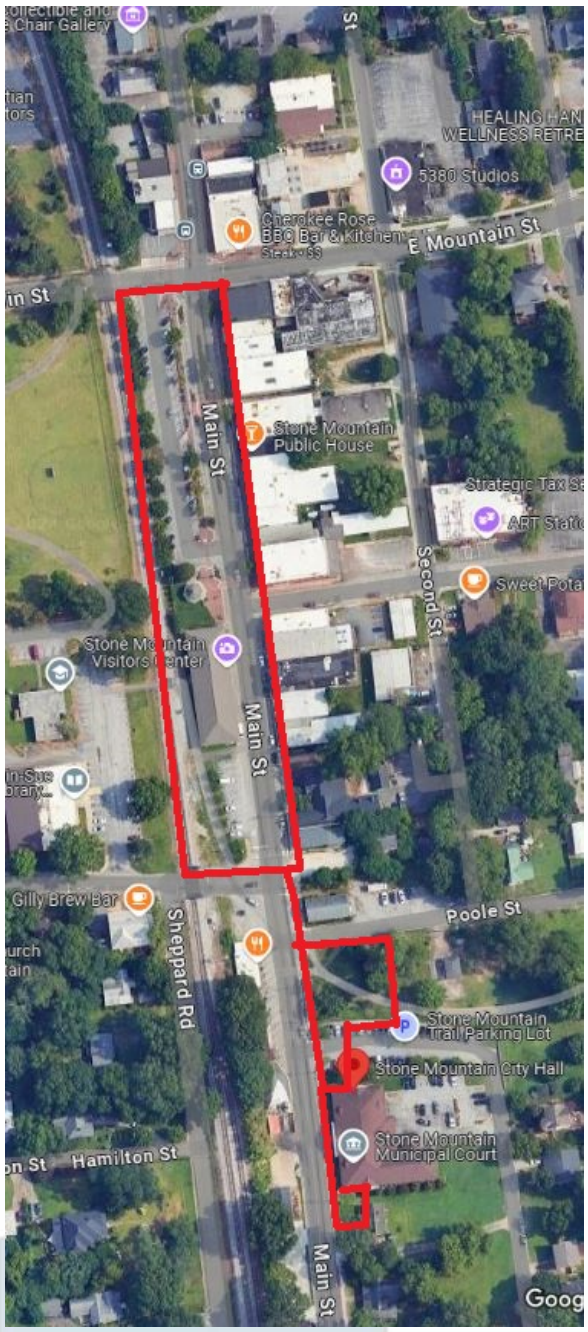
Board Member Application

1. **Applicant Name:** Sarah Rasmussen
2. **Home Address:** [REDACTED]
3. **Resident of:** (Stone Mountain) Yes (DeKalb County) Yes (Other) _____
4. **Phone:** [REDACTED] **Email:** [REDACTED]
5. **Name & Address of business, residence or property owned or location of vested interest within the city limits of the City of Stone Mountain (if applicable):**
[REDACTED]
6. **Current Employer:** OneTrust **Current Position:** Brand Marketing
7. **Work Address:** [REDACTED]
8. **Briefly explain your reason for wishing to become a DDA Board member (or please provide a Letter of Interest):**
I love the city of Stone Mountain and I want to see it reach its full potential and thrive. Since moving here in 2021, I have seen some of the projects the DDA has been a part of and I want to do my part to help the community continue to grow and be revitalized, while maintaining it's charm and historic feel. My goal is for all the storefronts on Main Street to be occupied with successful businesses and to build city with many activities that bring the community together.

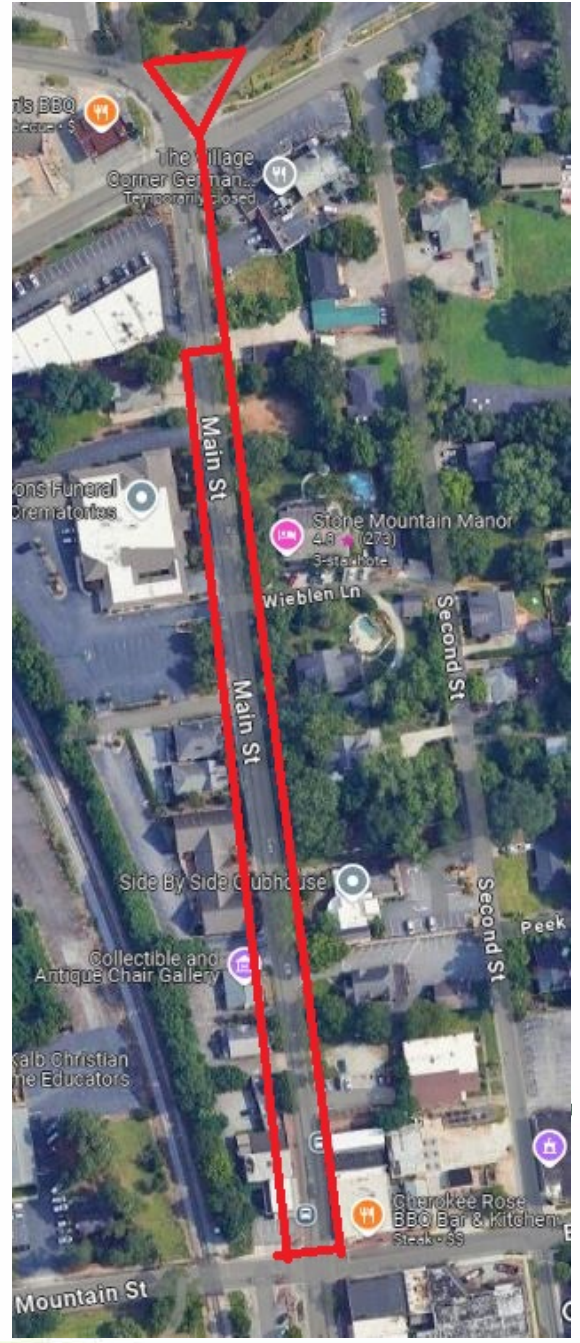
Signature of applicant:  **Date:** 3/18/2024

Return Application to:
Maggie Dimov, Economic Development Director
875 Main St, Stone Mountain, GA 30083
mdimov@stonemountaincity.org

SITE SPECIFIC PLAN
Existing Areas of Service



Main Street:
City Hall/
Visitor Center
←



Main Street:
E Mountain St/
Cemetery
Triangle
→

SCOPE OF SERVICES



SITE SPECIFIC PLAN

New Areas of Service To Be Added

Cemetery



Event Lawn



SITE

CITY OF STONE MOUNTAIN

ANNUAL
AMOUNT

BASE MAINTENANCE ONLY: EXISTING AREAS \$ 22,896.00
 BASE MAINTENANCE ONLY: INCLUDING ADDED AREAS \$ 112,884.00
 (BREAKDOWN OF ADDED AREAS ON FOLLOWING PAGE)

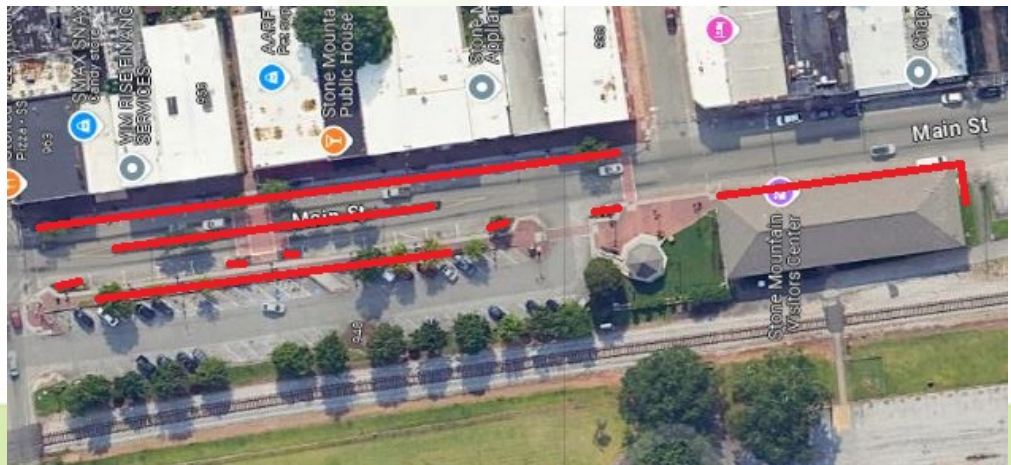
MONTHLY
AMOUNT

BASE MAINTENANCE ONLY: EXISTING AREAS \$ 1,908.00
 BASE MAINTENANCE ONLY: INCLUDING ADDED AREAS \$ 9,407.00
 (BREAKDOWN OF ADDED AREAS ON FOLLOWING PAGE)

Below pricing is not included in contracted maintenance price.

SERVICE
PROPOSALS
IN ADDITION
TO
AGREEMENT
PRICE

2025 SPRING SEASONAL COLOR PLANTERS (12) \$ 2,041.08
 PREVIOUSLY APPROVED BY DDA*
 2025 FALL SEASONAL COLOR PLANTERS (12) \$ 1,931.59
 ESTIMATED*
 HARDWOOD MULCH: 34 CY \$ 2,108.00
 (FOR AREAS NOTED IN RED ON BELOW MAP) ESTIMATED*



PRICING BID SHEET*

* Estimated Numbers ONLY with regards to additional service items. Official Proposal Pricing forthcoming.

SITE

CITY OF STONE MOUNTAIN

BREAKDOWN OF ADDED AREAS OF SERVICE

BASE MAINTENANCE ONLY

CEMETERY

\$ 73,731.00/ANNUAL

\$ 6,144.25/MONTH

EVENT LAWN

\$ 16,257.00/ANNUAL

\$ 1,354.75/MONTH

PRICING BID SHEET*

* Landscape Maintenance Proposal Pricing is valid for 30 days

RESOLUTION 2024-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF STONE MOUNTAIN, GEORGIA (THE “CITY”), TO ENFORCE ADHERENCE TO RULES OF DECORUM AND ENSURE EQUITABLE AND EFFECTIVE MEETING MANAGEMENT

WHEREAS, the City Charter, Section 2.16(b) provides that, “In addition to all other powers conferred upon it by law, the city council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City of Stone Mountain and may enforce such ordinances by imposing penalties for violation thereof”; and

WHEREAS, the City of Stone Mountain City Council values participatory democracy, civil discourse, and adherence to the established Rules of Decorum, which are designed to promote respect, inclusivity, and fairness in public meetings; and

WHEREAS, the City’s adopted Rules of Decorum emphasize the importance of treating all participants courteously, focusing on issues rather than personalizing debates, and uniformly enforcing order at public meetings; and

WHEREAS, instances of prolonged discussions, selective recognition of speakers, avoidance of certain topics, and debates centered on personal views undermine the effectiveness of meetings, discourage participation, and conflict with the Rules of Decorum; and

WHEREAS, the role of the Presiding Officer is crucial in ensuring adherence to these rules and maintaining a public meeting environment conducive to open and respectful public discourse.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stone Mountain, Georgia, this _____ day of _____, 202__, as follows:

Section 1: Affirmation of the Rules of Decorum. The Rules of Decorum, as adopted by the City Council on September 6, 2022, are hereby reaffirmed as the guiding principles for all public meetings in the City of Stone Mountain.

Section 2: Public Meeting Requirements.

(a) The Presiding Officer shall ensure equitable treatment of all attendees and participants by:

1. Allowing all individuals a fair opportunity to speak during public comment periods, without favoritism or bias;

2. Adhering to established time limits and agenda structures to ensure orderly and efficient meetings; and
 3. Preventing personal or extended debates that detract from agenda topics.
- (b) The time allotted for citizen comments may only be extended upon a majority vote of the members of City Council present at such meeting.
 - (c) Upon conclusion of the citizen comments portion of the agenda, no meeting attendees shall speak during the meeting without consent approval of the City Council. Meeting attendees who violate this rule will be removed from the meeting.
 - (d) A City Council member may motion to have a disruptive attendee removed from the meeting. By majority vote of the City Council members present at such meeting, the disruptive attendee shall be removed.
 - (e) No applause from the meeting attendees shall be allowed except for recognition of an achievement and in conjunction with applause from the City Council.
 - (f) All City Council meetings shall end no later than 10:00 pm and any unfinished agenda items will flow over to the next scheduled or special-called meeting.
 - (g) At the work session or the regular meeting, for each item on the agenda, City Council members shall be allotted a total of ten (10) minutes to speak and the Mayor shall be allowed two (2) minutes.
 - (h) No regular (voting) meeting agenda may be modified during a meeting to add new business items except in cases of emergency which shall be articulated and captured in the minutes of the meeting.
 - (i) No City Council member shall act in an aggressive or combative manner towards the public or with other City Council members or the Mayor.
 - (j) The Mayor shall not act in an aggressive or combative manner towards the public or with the City Council members.

Section 2:

- (a) The Presiding Officer shall remain, and if necessary, a majority of the City Council members shall ensure that the Presiding Officer remains, impartial and focus discussions on agenda items, avoiding selective omission or overemphasis of topics.

(b) All actions and rulings by the Presiding Officer shall align with the adopted Rules of Decorum and shall serve to:

1. Prevent disruptions caused by disorderly conduct or unstructured debates; and
2. Promote robust and inclusive dialogue that respects differing viewpoints.

Section 3: Monitoring and Enforcement

- (a) The City Council may review adherence to this Resolution and the Rules of Decorum through periodic assessments of meeting conduct.
- (b) Persistent violations of these principles by the Presiding Officer shall result in a formal review of conduct by the City Council.
- (c) Potential corrective actions, including censure or other measures as deemed appropriate by the City Council.

(signature page follows)

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its adoption and shall serve as a directive to maintain the integrity, fairness, and decorum of all public meetings within the City of Stone Mountain.

**CITY OF STONE MOUNTAIN, GEORGIA, by
and through its City Council**

Beverly Jones, Mayor

Anita Bass, Post 1

Mark Marianos, Post 2

Ryan Smith, Post 3

Gil Freeman, Post 4

Shawnette Bryant, Post 5

Teresa Crowe, Post 6

[Affix City Seal]

ATTEST: _____
City Clerk

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE NO. 2025-01

AN ORDINANCE TO AMEND CHAPTER 12 (LICENSES AND BUSINESS REGULATIONS) OF THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO REGULATE FILM PRODUCTION

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 an ordinance to regulate film production activities within the City.

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 add a new Article XI titled “Film Productions” under Chapter 12 as set out in Exhibit A, attached hereto and incorporated herein by this reference.

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

SECTION 3. This Ordinance shall become effective in accordance with City Charter Sec. 2.34.

SECTION 4. 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 _____, 202__.

Dr. Beverly Jones, Mayor

Attest:

Shawn Edmondson, City Clerk

Approved as to form:

[CITY SEAL]

Jeffrey Strickland, City Attorney

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

ARTICLE XI – FILM PRODUCTIONS

Sec. 12-501. – Purpose.

It is the public policy of the State of Georgia to market the state as a location for film productions, recognizing the economic impact this industry provides, as well as the tourism it generates for local jurisdictions, such as the City of Stone Mountain. The city is further fortunate to have a diverse number of unique locations to attract movies, television, and other productions to the city.

Despite the many positive benefits a film production may offer, certain inconveniences may result if the production company and city cannot work in concert to ensure minimum standards are met and to ensure a thoroughly planned production schedule is followed. These concerns are best addressed through a regulatory permit.

Sec. 12-502. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means the individual applying for a permit who is legally authorized to bind the producer.

Application means the documents created by the department that must be completed and submitted to the department to request a film production permit.

City shall mean the City of Stone Mountain, Georgia.

Department shall mean the City of Stone Mountain Economic Development Department.

Filming means creating motion picture images and all activity attendant to staging, shooting, and operations associated with the production of commercial motion pictures, independent filmography, documentaries, music videos, television shows, commercials, etc. Filming also means creating still photography images for commercial use and all activity attendant to staging or shooting such images.

Film production means filming as defined above and may be used interchangeably with that term.

Permit means the authorization issued by the department necessary to conduct filming.

Permittee means the Producer who is permitted or given permission to conduct filming.

Producer means an individual, organization, corporation, or any other entity responsible for filming in the City of Stone Mountain.

Public property means real property owned by the city, or of which the city is a tenant, including, without limitation, parks, streets, sidewalks, other rights-of-way, and buildings. Public property shall not include real property which is being leased by the city to a tenant.

Sec. 12-503. – Scope of coverage.

The permit required by this article shall be required for all movies, television or video series, pilots, feature films and documentaries, commercials, music videos, photo shoots, infomercials and public service announcements, whether the final product is intended for commercial use or not, unless the activity shall wholly occur on private property within an otherwise licensed facility (such as a film or television studio). Regulation by this article shall not apply to amateur photographers, reporters or cameramen in the employ of a newspaper, news service, radio or television broadcasting station engaged in on-the-spot broadcasting, reporting or photographing of news of general public interest (this exception is not to include magazine or documentary programs), or productions which are conducted by the city or any city board or commission. Any film production on public property, intended to be closed to participation by the public, or restricting access to public property or facilities normally accessible by the public, shall require a permit. For purposes of this article, film production activity shall include areas designated for parking of trucks and equipment on public or private property, base camps used during the production activity, and food service areas. No public highway, street or road shall have its public access restricted or limited except by a permit issued pursuant to this article.

Sec. 12-504. – Administration.

The city manager and his designee(s) shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this article or other laws of the city and the state, or the constitution of the state or the United States, for the administration and enforcement of the provisions of this article and the collection of application fees.

Sec. 12-505. – Permit Requirements.

- (a) Any producer who wishes to perform filming must obtain a permit prior to filming.
- (b) Permits shall be issued to a producer by the city manager or his designee.
- (c) Permits shall be allowed with conditions in all zoning districts. Notwithstanding, whenever a permit is sought for activities in primarily residential neighborhoods, extra consideration shall be given to the conditions imposed to ameliorate as much inconvenience as possible to the residents.
- (d) Permits shall be effective for no more than fourteen (14) consecutive days from the date of issuance. Permits may be extended by the city manager, for a reasonable reason, provided a daily filming fee shall apply.

- (e) A single permit shall include all locations for the same production within the city. The permit shall be available, on location, at all times when production activity is occurring and shown to city inspectors upon request.
- (f) The city will not intervene on behalf of any permittee or negotiate access rights to private property with property owners; the permittee is expected to deal directly with private property owners for required permission and consent. An applicant is required to obtain the property owner's permission, consent, and/or lease for use of property not owned or controlled by the city. Written permission of the property owner must be presented at time of permit application. An applicant is required to minimize interference with the normal activities of a neighborhood or commercial area, including access to private or public property.
- (g) In the event that the applicant desires to locate their production event at a facility owned or managed by the city, or on the public right-of-way, the city shall charge a daily fee in an amount determined by city manager or his designee on a case by case basis. If an existing facility charge has been established by the city at a facility owned or managed by the city, that fee will be charged to the applicant.
- (h) General standards. The following general standards shall apply to all permits:
1. Normal hours of activity shall be 7:00 a.m. to 11:00 p.m. daily; all preparation and wrap-up shall occur within one hour of this time frame. Noise shall be kept to a minimum and shall not violate the provisions of Stone Mountain Code Sec. 15-1. - Noise control.
 2. Permittees must provide all residents and businesses within a 500-foot radius of the film location notice of the dates, times, location addresses and production company contact at least 48 hours prior to the first film activity. If a permittee requires on-street parking for production vehicles, residents and merchants impacted by the parking requirements must receive notice at least 48 hours prior to the arrival of the vehicles.
 3. No tents, temporary sanitary facilities, trash collection, or food service facilities shall be located within 100 feet of the property line of any property used for residential use, unless the owner or tenant gives written consent.
 4. Tents, depending on their square footage, and other temporary structures may require a separate building permit from the city; any food preparation or food service provided at the location shall require a food service permit from the county health department, or evidence of exemption.
 5. Lighting for filming should be oriented away from adjacent or nearby properties as much as possible and should not interfere with the safe movement of vehicular traffic.

6. Temporary signage must be approved in writing, in advance, prior to placement by the development director, or his designee; approval of temporary signage is conditioned restoration of permanent signage following completion of the film activity.
7. No regulatory traffic control signage within a public right-of-way shall be removed without the prior written consent of the chief of police.
8. No modification to any existing traffic signage, streetlight, traffic control device or other officially installed facility or improvement shall be made without prior consent of the chief of police.
9. No street, road, alley, or sidewalk shall be closed, barricaded or other obstruction erected within a public right-of-way, including the laying of mats across cables, and no access shall be denied or restricted to public or private property or facilities unless the closure or restriction is approved as a condition of the permit; reasonable alternative access shall be arranged whenever possible.
10. No trees, vegetation (including grasses), or ornamental shrubs shall be cut or removed from public property without prior written consent of the city in the permit, based upon an agreed landscape restoration plan. A land disturbance permit may be separately required depending upon the nature and extent of the activity.
11. Based upon the proposed scope of production activity and in consideration of any potential danger to the safety, health and welfare of the community, particularly private property and residents near the location, the chief of police and/or fire marshal may require on-site security (qualified private security or use of off-duty law enforcement officers) and/or may require personnel and equipment be placed on standby for portions of the production activity at the expense of the applicant. The application shall detail the planned time, place, and manner of any of the following production activities: pyrotechnics, demolition, discharge of firearms or other weapons, motor vehicle chases, physical stunts, and similar actions.
12. *Traffic management plan.* The applicant shall submit to the chief of police and public works director a traffic management plan to address traffic flow in the vicinity of the location where production activity is to occur, even if normal traffic flow is not to be obstructed or interrupted. Detours shall be determined and approved by the chief of police; temporary traffic control devices and signage as required by the Manual on Uniform Traffic Control Devices (MUTCD) shall be provided at the sole expense of the applicant; the fire marshal shall also review and approve such plan.
13. *Fireworks, explosives, etc.* No film activity which involves the use of explosives, pyrotechnics, fire, smoke-making machines, or other special effects may be undertaken unless specifically approved by the fire marshal.

14. The City of Stone Mountain shall be listed in the production credits for all permits required.

Section 12-506. – When a film production permit is not required.

The provisions of this article shall not apply to:

1. Current news productions, including reporters, photographers, or cameramen in the employment of a newspaper, news service, broadcasting station or similar entity engaged in the broadcasting of news events.
2. Productions that are conducted by the DeKalb County School System or other educational or governmental organizations, including but not limited to DeKalb County Television.
3. Filming associated with any rally, protest or demonstration, except when such rally or demonstration is staged for the sole purpose of being included in filming.
4. Student filming by a student or students duly enrolled in an educational institution.

Section 12-507. – Permit denial.

The city reserves the right to deny a film permit application as it deems necessary. If a permit is denied, the city manager or his designee shall give written notice to the applicant setting forth the reasons for permit denial. The applicant or producer shall have an opportunity to respond to a denial within seven (7) business days after receipt of the denial notice by presenting written or oral evidence to the city manager or his designee. A final written decision will be issued by the city manager or his designee within fifteen (15) business days after the applicant or producer has appealed the denial.

Section 12-508. – Permit modification, suspension, or cancellation.

- (a) After receiving a permit, a permittee may request a modification of the permit at any time by submitting a change request in writing to the city manager or his designee. The city manager or his designee shall process the change request in the same manner established for processing initial applications.
- (b) A permit may be immediately suspended or revoked where:
 1. The department discovers false or incomplete information on the permit application.
 2. Failure to comply with all terms and conditions of the permit.

3. The department, city manager, chief of the police department or the fire marshal, or their designees, determines that the health, welfare, or safety of the public may be endangered.
4. Failure to arrange for or adequately remit all fees and bonds required by the city and to maintain all required insurance.
5. Existence of disaster, public calamity, riot, or other emergency as the city determines, in its sole discretion, to be an impact upon the public health, safety and welfare.

(c) A permit may be cancelled where:

1. The city manager or his designee determines that an imminent or substantial endangerment to the health and welfare of persons or to property caused by or resulting from the filming cannot be reasonably eliminated;
2. The city manager or his designee determines that the producer has intentionally or recklessly violated material terms of the permit, or the ordinance codified herein; or
3. The city manager or his designee determines that the producer does not have or has lost insurance coverage.

(d) If a permit is suspended, revoked, or cancelled, the city manager or his designee shall give written notice to the applicant, setting forth the reasons for permit suspension, revocation, or cancellation. The applicant or producer shall have an opportunity to respond to the notice within seven (7) business days after receipt of the notice by presenting written or oral evidence to the city manager or his designee. A final written decision will be issued by the city manager or his designee within fifteen (15) business days after the applicant or producer has appealed the suspension, revocation, or cancellation.

(e) If the producer is otherwise in compliance with the permit, the city shall make reasonable efforts to find alternative means to accommodate the producer's filming and to eliminate said health or safety risk.

(f) If the producer is not in compliance with the permit and the city suspends, revokes, or cancels the permit prior to filming, no refund will be issued.

(g) If the city suspends, revokes, or cancels a permit prior to filming, the city will refund the permit fee upon written request.

Section 12-509. – Application and permit procedure.

- (a) Prior to applying for a permit, it shall be incumbent on the applicant to meet with the city manager, or his designees, to review locations and the general scope of activities planned during the production. A copy of the script shall be made available, upon request, to allow the city staff to better understand the applicant's needs.
- (b) All applications shall be made in writing on forms provided by the city. Applications shall be submitted in duplicate originals. No application shall be deemed accepted unless accompanied by payment of the requisite application fee in U.S. funds. Application shall be made no less than ten (10) business days prior to the first scheduled event or day of filming. Any application received less than ten (10) business days prior to the first scheduled event or day of filming will be assessed an application rush fee.
- (c) Every application shall state the name and contact information of a responsible representative of the applicant, who shall be available at all times during actual production activity within the city and for a period of not less than one year thereafter; more than one point of contact may be specified.
- (d) The application shall contain a detailed narrative of the scope of production activities, and include drawings, maps or plats to illustrate locations, property boundaries, existing material improvements, planned temporary improvements, curb cuts and driveways, adjoining streets, traffic patterns, and similar information helpful to assess the impact of the proposed activity.
- (e) When activity is to occur in or near residential areas, personal notice of intent to secure a permit and the place, date and time of the proposed film activity shall be provided by the applicant, within five days of filing the application; to the extent feasible, written acknowledgment of the notice shall be obtained from the resident or resident's agent. For purposes of this section, all residential properties within 500 feet of the outside boundaries of the location(s) where production activity is to occur should be notified.
- (f) All applications shall be filed with the city manager, or his designee, who may require such additional information as needed to assess the proposed extent and intensity of the production within the city.
- (g) All applications shall be approved with specific terms and conditions, or denied, by the city manager, or his designee, in writing. If approved, the city shall issue a permit to the applicant, in writing, with all terms and conditions clearly set forth therein.
- (h) Permits may be denied, in whole or in part, due to prior scheduled events or activities sanctioned or permitted by the city under other provisions of this Code.

- (i) Any material variation from the approved scope of work permitted shall be grounds for permit revocation unless the permit is modified in advance by the permittee.

Section 12-510. – Fees and waivers.

- (a) Application fees for film production permits shall be set by resolution of the mayor and city council. Application fees are non-refundable and must be paid, in full, at the time of application.
- (b) Daily permit fees are required for each calendar day on which production activity physically occurs within the city shall be paid upon the last day of scheduled activity; if a production is scheduled for a duration in excess of a calendar month, the accrued daily fee shall be due and payable on the last day of each month in which production activity occurred. Daily permit fees shall be set by resolution of the mayor and city council.
- (c) Additional fees and charges may be assessed based upon specific requirements, including fees for the monitoring of public safety or special services by a city department, based upon labor, time and equipment necessary to provide the service. When using city-owned buildings or property other than public road rights-of-way, for production activities, a separate rental fee or charge may be negotiated.
- (d) Application fees and daily permit fees for use of city services or facilities may be reduced or waived for charitable or non-profit organizations holding § 501(c) status from the I.R.S., or for other governmental agencies. All waivers shall require the approval of the city manager.
- (e) Reduction or waiver of daily permit fees may be approved by the city council for commercial productions providing a greater than normal economic benefit to the community, as determined on a case-by-case basis.

Section 12-511. – Insurance and liability.

- (a) At the discretion of the department, prior to issuance of a permit, the producer shall provide to the city proof of comprehensive liability insurance naming the city as an additional insured. The producer's comprehensive liability insurance shall be primary over any other policy of the city.
- (b) At the discretion of the department, the producer, at all times during filming, shall maintain comprehensive general liability insurance combined single limits coverage including bodily injury and property damage with limits of \$1,000,000.00 for each occurrence, personal and advertising injury with a limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general and auto liability insurance including owner, hired, and non-owned vehicles with combined single limits including bodily injury and property damage of \$1,000,000.00 for each occurrence and workers' compensation as required by law. The City of Stone Mountain shall be named as an additional insured

- on all policies and said policies shall be primary to any insurance maintained by the city.
- (c) The producer of any film production shall provide a written agreement in a form satisfactory to the city providing the producer shall defend, pay, and save harmless the city, its officers, employees, and agents from liability of all personal injury or property damages arising from any acts or omissions emanating from a film production and from any and all claims, attorney fees or lawsuits for personal injury or property damage arising from or in any way connected to the film production. The agreement shall be filed with, and made a part of, the application form.
 - (d) The city, its officials, employees, or agents shall not incur any liability or responsibility for any injury or damage to any person or any property in any way connected to the use for which the permit has been issued. The city, its officials, employees, or agents shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit, or the approval of any use of the right-of-way or other public property.

RESOLUTION # 2025-01

A RESOLUTION TO SET PERMIT FEES FOR FILM PRODUCTION ACTIVITIES.

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; and,

WHEREAS, the Mayor and City Council amended Chapter 12 of the code of ordinances for the City of Stone Mountain by adopting a new Article XI titled “Film Productions” (“Film Production Ordinance”); and

WHEREAS, pursuant to Section 12-510 of the Film Production Ordinance, all application fees, daily permit fees, and other related fees shall be set by resolution of the Mayor and City Council; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Stone Mountain, Georgia, and it is hereby resolved by authority of the same that the following fees are hereby adopted for Film Production Permits:

Film Production Fees (This is in addition to any fee charged in another department):

Application Fee (Non-refundable)	\$200
Film Permit (per day - for prep days, filming or strike days)	\$150
Parking at/or Use of City Property (per day and per location at City property)	\$500
Parking or Filming at the Cemetery (per day)	\$500
Stone Mountain Police (per Officer and per hour)	\$80
Use of Visitor Center Building (per day)	\$250
Street Closure, Lane Closure or ITC (per day)	\$500
Fire Marshal Fee (per location and per base camp)	\$100
Rush fee (application submitted in full with less than 5 business days’ notice)	\$200
Fee for filming done without a permit	200% of the original permit fee

[SIGNATURES ON NEXT PAGE]

BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

ADOPTED by the Mayor and City Council, this the ____ day of _____, 2024.

Attest: _____
Shawn Edmondson,
City Manager and City Clerk,
of City of Stone Mountain, GA

Approved: _____
The Honorable Dr. Beverly Jones,
Mayor of City of Stone Mountain, GA

(Seal)

RESOLUTION # 2025-02

A RESOLUTION TO ESTABLISH THE PENSION SECRETARY

WHEREAS, pursuant to its Charter, the City of Stone Mountain, Georgia (the “City”), has the power to appoint a pension secretary; and,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Stone Mountain, Georgia, and it is hereby resolved by authority of the same that the current acting City Clerk for the City of Stone Mountain, Shavala Ames, be appointed as the pension secretary.

BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

ADOPTED by the Mayor and City Council, this the ____ day of _____, 2024.

Attest: _____
Shavala Ames,
City Clerk of City of Stone Mountain, GA

Approved: _____
The Honorable Dr. Beverly Jones,
Mayor of City of Stone Mountain, GA

(Seal)

RESOLUTION # 2025-03

A RESOLUTION TO ESTABLISH THE ELECTION SUPERINTENDENT

WHEREAS, pursuant to its Charter, the City of Stone Mountain, Georgia (the “City”), has the power to appoint an elections superintendent; and,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Stone Mountain, Georgia, and it is hereby resolved by authority of the same that the current acting City Clerk for the City of Stone Mountain, Shavala Ames, be appointed as the elections superintendent.

BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

ADOPTED by the Mayor and City Council, this the ____ day of _____, 2024.

Attest: _____
Shavala Ames,
City Clerk of City of Stone Mountain, GA

Approved: _____
The Honorable Dr. Beverly Jones,
Mayor of City of Stone Mountain, GA

(Seal)