Mayor and City Council Regular Session

Tuesday, October 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: Maggie Dimov- Interim City Manager/Economic Development Director/DDA | Shavala Ames - City Clerk | Angela Couch - City Attorney

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

I. **Call to Order**

II. **Determination of Quorum**

III. **Invocation and Pledge**

IV. **Citizen Comments – Including comments from public/stakeholders (3 minutes per comment)**

Comments from the Public

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

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

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

1. Consideration of an action on a request to approve September 16, 2025 City Council Minutes

VI. **Reading of Communications**

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

VIII. **City Manager's Report**

1. Operations Report - Interim City Manager Maggie Dimov

IX. **Council Policy Discussion Topics**

X. **Unfinished Business**

XI. **New Business**

1. Consideration of an action on a request to propose improvements associated with the upgrade of the storm sewer system VFW RFP proposal, requested by Interim City Manager Maggie Dimov
2. Consideration of an action on a request to approve Resolution 2025-27 to amend the budget for the leased Enterprise vehicles for Fiscal Year 2025, requested by Interim City Manager Maggie Dimov
3. Consideration of an action on a request to approve Change Order No. 1 for the new parking lot next to City Hall, requested by Interim City Manager Maggie Dimov
4. Consideration of an action on a request to approve Georgia Power to install a gas line for the previously approved generator, requested by Interim City Manager Maggie Dimov
5. Consideration of an action on a request to approve a Manager of Special Events & Communications position, requested by Interim City Manager Maggie Dimov
6. Consideration of an action on a request to enter into a Memorandum of Agreement for Local Comprehensive Plan Assistance with the Atlanta Regional Commission and Resolution 2025-26, requested by Planning Manager Tamaya Huff
7. Consideration of an action on a request for the Parks and Recreation Committee to exhibit a winter park theme at each park in the City of Stone Mountain, requested by City Council Member Gil Freeman
8. Consideration of an action on a request to have the City Attorney prepare a written legal opinion addressing conflict of interest regarding a candidate for City Council on the Ethics Board, requested by Council Member Gil Freeman
9. Consideration of an action on a request to review irregularities from the previous Ethics Board Meeting and take action to confirm and swear in newly appointed members, requested by Council Member Gil Freeman

XII. **New Ordinances and Resolutions**

XIII. **Remarks of Privilege**

1. Discussion/Presentation: Safety App, requested by Mayor Beverly Jones
2. Discussion: Bi-weekly financial action and discussion preparation for the 2026 budget, requested by Council Member Gil Freeman

XIV. **Announcements by The Mayor**

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

1. Litigation

XVI. **Adjournment**

Mayor and City Council Work Session

Tuesday, September 16, 2025 at 6:30 PM

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

Minutes

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

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

I. Call to Order

Mayor Jones called the meeting to order at 6:32 P.M.

II. Determination of Quorum

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

III. Invocation and Pledge

Mayor Jones led the Pledge of Allegiance, followed by the invocation (Reverend Orea Parker)

IV. Citizen Comments – Including comments from public/stakeholders

Citizen Comment 1: Jody Norwood – Expressed support for the family whose home was recently involved in a shooting; police response was inadequate, and residents should not have to live in fear; Pepperwood is often overlooked, and concerned about drug activity; called for more police presence to improve safety; emphasized solidarity with the woman whose home was targeted.

Citizen Comment 2: Denise Burris – Discussed shooting on Pepperwood; frequent gunfire near her home; described witnessing two teenagers firing weapons while running through the neighborhood; did not report the incident due to fear of retaliation; expressed concern for the safety of her children and elderly mother; video recorded has expired but committed to preserving and sharing such evidence with authorities in the future.

Citizen Comment 3: Cheryl Dudley – Discussed overspending in the last three years; approving expenditures without funds could lead to penalties or state control of city finances; questioned $800,000 for unfinished ADA bathrooms, the Baptist lawn project, and money spent in legal fees; urged greater oversight from residents and the Georgia Department of Audits; legality does not always equal ethics.

Citizen Comment 4: Joan Monroe – Expressed frustration that reports of criminal activity are often disregarded by City Manager and Police Chief; shooting last week there were over 30 shell casings; Police declined to collect evidence or inspect damage until repeated 911 calls; suspects remained nearby without questioning and that requests for increased patrols have been ignored, need a full investigation, regular crime reporting, and stronger action to protect residents.

Citizen Comment 5: Sheila McKenzie – Discussed the Pepperwood shooting as the victim; disappointed with the Stone Mountain Police; lack of timely response and support; over 30 bullets struck her home and vehicles; delay in evidence collection and investigation; ongoing trauma among neighbors; urged stronger police action to ensure community safety.

Citizen Comment 6: Dave Thomas – Relinquished time.

Citizen Comment 7: Deronda Goar – Expressed frustration that despite eligibility for a senior tax reduction, she did not receive relief on her city tax bill due to a separate application process; was informed no adjustment could be made until next year.

Citizen Comment 8: C. Monroe – Discussed the city's millage rate remains among the highest in the county and argued the rollback only slowed long-term increases; downtown improvements have not filled vacant shops; criticized the DDA's lack of progress, and questioned whether future development would benefit residents or real estate interests; distraction of a costly "witch hunt" against the mayor without evidence; why didn't Police collect evidence at the shooting.

Citizen Comment 9: Ms. Thomas – Requested a city manager's report on Rockborough Street paving and raised concern over the city operating in overdraft; criticized council's 4–2 vote to proceed with the lawn project despite survey support for a referendum; SPLOST funds are being used for the lawn instead of streets and sewers; preferential paving in Council Member Bass's neighborhood while approved projects remain incomplete; Rockborough was cheated.

Citizen Comment 10: Sharon Frierson – Discussed shoes hanging on wires at West Mountain and Memorial Drive, which they believe signal drug activity, noting the issue remains despite notifying the Police Chief; raised objections to new developments on Covington Highway and Memorial Drive, warning they may worsen problems; headed for something never seen in Stone Mountain, need increased police patrols.

Citizen Comment 11: Neighbors of Stone Mountain – Members of the community stood in solidarity with the shooting victim.

Citizen Comment 12: Reverend Orea Parker – Expressed concern that council members prioritize personal interests over community needs; funds go to entertainment and housing projects; someone died due to a menta illness and poor living conditions; enough is enough; citizens should not be taxed without an improved quality of life; invited everyone to St. Paul Church's 135th anniversary celebration at 10:45 am on Sunday.

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

1. Consideration of an action on a request to approve September 2, 2025 Meeting Minutes

<u>**ACTION:**</u> **MOTION TO APPROVE SEPTEMBER 2, 2025 MEETING MINUTES**
Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 1 Anita Bass

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

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

VI. **Reading of Communications –** None

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

ACTION: MOTION TO MOVE ITEM #5 REGARDING A REQUEST TO APPROVE A FEE AGREEMENT WITH ATTORNEY MARY PREBULA TO THE TOP OF THE NEW BUSINESS

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

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

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

MOTION PASSED

ACTION: MOTION TO APPROVE THE AGENDA OF THE DAY AS AMENDED
Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 1 Anita Bass

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

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

MOTION PASSED

VIII. **Committee Discussion Items**

1. Stone Mountain Community Garden

Jackie Marshall gave details and updates on SMCG as outlined in the report provided.

2. Planning Commission – No updates

3. Economic Development/Downtown Development Authority

Interim City Manager Maggie Dimov gave updates as outlined in the report provided. Discussion was held on the mural design in that the mural reflects the park more than the city itself.

4. Historic Preservation Commission

Andrea Redman provided details and updates from the August 20th HPC meeting regarding approved upgrades and the use of solar panels. Questions were raised on ways to assist seniors with discounted purchases of solar panels.

5. Parks and Recreation Committee

Dr. Orea Parker provided updates from the September 8th Parks and Recreation Committee meeting, noting that a winter festival park theme was discussed. She also confirmed participation in the Trunk or Treat event and the Kaboom project.

IX. Staff Reports

1. Public Safety – Reports/Updates given by Major Parks

Major Parks presented an overview of recent activity and crime statistics, as outlined in the agenda packet. She addressed the Pepperwood incident, assuring the council that the Police Department is investigating and advising homeowners to submit complaints in writing. Members of the council expressed empathy with affected residents and asked about procedures following such crimes, opportunities for citizens to share information directly with officers, and the “Hold the Line” initiative. They also raised concerns about shoes hanging on power lines near the city and encouraged stronger partnerships with neighborhood watch groups to support community safety.

2. Financials Report – Reports/ Updates given by Angelia Adediran as outlined in the report provided.

Members of the council raised questions regarding the budget and the ongoing audit for fiscal year 2025. Interim City Manager Maggie Dimov provided an update, noting that the Visitor Center is currently closed and may be discussed further at the next council meeting. Brief discussion was held regarding the 4.4 mil tax collection at the end of the year.

X. **City Manager’s Report**

1. Interim City Manager – Maggie Dimov

Interim City Manager Maggie Dimov reviewed the Operations Report as outlined highlighting key accomplishments and updates including Employee of the Month Assistant Court Clerk Trina Thrower.

Members of the governing body raised questions about unused paving equipment and debris from the paving project. Also discussed discrepancies between the paving of Rockborough Street and Rockborough Terrace, as well as the removal of pecan trees near the Caboose. An update was provided regarding parking at the Methodist Church.

XI. **Council Policy Discussion Topics -** None

XII. **Unfinished Business**

1. Resolution 2025-24 Authorize Interim City Manager to execute Enterprise Fleet Management Agreements

ACTION: MOTION TO APPROVE RESOLUTION 2025-24 TO AUTHORIZE INTERIM CITY MANAGER TO EXECUTE ENTERPRISE FLEET MANAGEMENT AGREEMENTS
Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 2 Mark Marianos

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

MOTION PASSED (UNANIMOUSLY)

2. Consideration of an action on a request to approve the Lawn concept design

Interim City Manager Maggie Dimov presented the preferred Lawn concept design. Discussion followed regarding concerns that community input had not been broad enough and that ongoing projects should be completed before committing to the proposed design. It was further noted that the design serves only as a preliminary concept to establish a cost estimate for potential future consideration of the Lawn project

ACTION: MOTION TO APPROVE THE PREFERRED LAWN CONCEPT DESIGN.
Motion made by Council Member: Post 6 Teresa Crowe, Seconded by Council Member: Post 2 Mark Marianos

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

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

MOTION PASSED

XIII. New Business

1. Consideration of an action on a request to approve a fee agreement with Attorney Prubela

City Attorney Angela Couch gave a brief overview of the fee agreement and the services that will be provided.

<u>**ACTION:**</u> **MOTION TO APPROVE A FEE AGREEMENT WITH ATTORNEY PRUBELA**

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

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

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

MOTION PASSED

2. Consideration of an action on a request to approve Change Order No. 1 with Verkada (Alscan)

<u>**ACTION:**</u> **MOTION TO APPROVE CHANGE ORDER NO. 1 WITH VERKADA**

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

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

MOTION PASSED (UNANIMOUSLY)

3. Consideration of an action on a request to authorize the City of Stone Mountain to enter into an agreement with the Georgia Environmental Finance Authority (GEFA) to receive a grant in the amount of $75,000.

<u>**ACTION:**</u> **MOTION TO AUTHORIZE THE CITY OF STONE MOUNTAIN TO ENTER INTO AN AGREEMENT WITH GEFA TO RECEIVE A GRANT IN THE AMOUNT OF $75,000**
Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 1 Anita Bass

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

MOTION PASSED (UNANIMOUSLY)

4. Consideration of an action on a request to approve the purchase of a new HVAC system for City Hall with Legacy Mechanical.

Discussion was held regarding the variations in quotes received from all vendors. It was noted that Legacy Mechanical submitted a more detailed quote on the day of the meeting, specifying the brand of HVAC system included.

ACTION: MOTION TO APPROVE THE PURCHASE OF A NEW HVAC SYSTEM FOR CITY HALL WITH LEGACY MECHANICAL

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

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

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

MOTION PASSED

5. Consideration of an action on a request to approve Sumter Consulting for the Public Works Director Search

ACTION: MOTION TO APPROVE SUMTER CONSULTING FOR THE PUBLIC WORKS DIRECTOR SEARCH

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

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

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

MOTION PASSED

XIV. **New Ordinances and Resolutions**

1. Ordinance No. 2025-04 – Parks and recreation committee establishment

City Attorney Angela Couch presented the item for consideration, noting it had already undergone first and second readings. Some members of the governing body voiced opposition, citing that committee members had not had input. Others contended that a decision was overdue, given that no new suggestions to the ordinance had been submitted.

ACTION: MOTION TO TABLE ORDINANCE 2025-04 PARKS AND RECREATION COMMITTEE ESTABLISHMENT

Motion made by Council Member: Post 4 Gil Freeman, Seconded by Council Member: Post 6 Shawnette Bryant

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

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

MOTION FAILED

ACTION: MOTION TO APPROVE ORDINANCE 2025-04 PARKS AND RECREATION COMMITTEE ESTABLISHMENT

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

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

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

MOTION PASSED

2. Ordinance No. 2025-06 – Amend Employee Personnel Policies Ordinance

City Attorney Angela Couch presented the Personnel Policies Ordinance, which would authorize the City Manager to make administrative updates to the employee handbook. It was noted that the ordinance would not remove the governing body's oversight of existing legislation, but would allow the City Manager to manage day-to-day operations through a new employee handbook

ACTION: MOTION TO APPROVE ORDINANCE 2025-06 EMPLOYEE PERSONNEL POLICIES ORDINANCE
Motion made by Council Member: Post 1 Anita Bass, Seconded by Council Member: Post 2 Mark Marianos

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

Voting Nay: Council Member: Post 5 Shawnette Bryant

MOTION PASSED

3. Resolution No. 2025-26 – Amend special events Fee schedule for the lawn

ACTION: MOTION TO APPROVE RESOLUTION NO. 2025-26 AMEND SPECIAL EVENTS FEE SCHEDULE FOR THE LAWN
Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 2 Mark Marianos

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

MOTION PASSED (UNANIMOUSLY)

XV. **Remarks of Privilege**

1. Council Member Freeman expressed condolences to the victims of Pepperwood and encouraged them to reach out to him directly. He also invited volunteers for the upcoming Kaboom event.

2. Council Member Bryant provided a recap of the Georgia Power event held last week; and asked for prayers for her 31-year-old cousin, who was tragically murdered while walking in the park.

XVI. **Announcements by the Mayor**

1. Mayor Jones acknowledged the cancellation of the upcoming Caribbean Fest and shared optimism about rescheduling the event at a future date.

XVII. **ADJOURNMENT**

ACTION: MOTION TO ADJOURN THE MEETING 9:47 P.M.
Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 2 Mark Marianos

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

MOTION PASSED (UNANIMOUSLY)

______________________________	______________________________
Dr. Beverly Jones, Mayor	**Shavala Ames, City Clerk**

CITY OF STONE MOUNTAIN

Item # 1.

Operations Report

Presented by: Interim City Manager, Maggie Dimov

Time Period:
September 17th - October 7th, 2025

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

Code Enforcement Monthly Status Report / September

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

- **Code Issues addressed:** 31 (Grass and weeds; junk vehicles; prohibited signage; building permit matters; prohibited tree removal and others).
- **W/N Issued:** 27 / Compliance Met: 15 (Grass and weeds; junk vehicles, open storage/debris; miscellaneous).
- **Court Date:** Oct 23, 2025

City Clerk

Department Head: Shavala Ames, City Clerk

- **JustFOIA:**
- 34 various requests completed for the City of Stone Mountain
- $94.58 collected for open records requests through the portal
- **Elections:** Personal Financial Disclosure Forms (PFDS) received. Candidates' CCDRs received
- **Front Office:** (2) Business License renewals executed. Processed (7) front office transactions

Public Works

- **Daily Duties:** The Public Works Department continued with daily duties, including trash collection, citywide cleanup, and bathroom maintenance.
- **Park Projects / Medlock:** Delta Plumbing conducted an onsite service to locate the 1,500-gallon septic tank, perform an evaluation, and complete a full pump and cleaning of the tank. During the inspection, the plumber identified a small blockage in the underground plumbing line. The recommended corrective action is to pressure blast the line to push the blockage into the septic tank. This is the only remaining action item required to complete the plumbing overhaul for the bathrooms.
- **Education and Training:** The City of Stone Mountain Public Works team participated in a Work Zone Safety and Traffic Control training hosted by the City of Lilburn in collaboration with GDOT/LTAP.
- The training focused on best practices for establishing and maintaining safe work zones, proper traffic control procedures, and ensuring compliance with state and federal safety standards. Participation in this training supports the City's commitment to employee safety, professional development, and public safety during roadway and infrastructure projects.

Finance Department

Department Head - Angelia Adediran

Item # 1.

Capital Projects:

- **City Hall New Parking Lot:** The project has now officially begun. Initial site work is underway, and construction activities will proceed according to the revised schedule. As part of the updated project scope, several trees around the parking lot were removed to accommodate the new design. In addition, wheel stops will be installed in designated areas to improve safety and traffic flow within the lot. Staff will continue to monitor progress and provide updates as key milestones are reached.
- **SPLOST Street Paving Project:** The street paving project is actively progressing. The paving at Redwood Court has been completed. The work consisted of a simple asphalt overlay and was finished in one day as planned. Notices were distributed to homeowners in advance of the project. The next areas scheduled for paving will be East and West Rockborough, weather permitting.
- **VFW:** Council approved the proposed agreement with DeKalb County. The Stone Mountain VFW Park improvement project will consist of the renovation of the facility as well as the installation of a pavilion with lawn, new parking, and drainage improvements.

Storm Water

Department Head: Mike Vasquez, Stormwater Administrator

- **Stormwater Audit:** On September 30, 2025, the City's Stormwater Program underwent an audit conducted by the Georgia Environmental Protection Division (GA EPD) - MS4 Division. The audit included a detailed review of the City's 2023-2024 Annual Report, which outlines compliance activities and program performance. As part of the audit process, field inspections were performed. These inspections covered each type of stormwater structure within the City to ensure proper function and maintenance. In addition, site visits were conducted at several High Visibility Pollution Sources (HVPS) to evaluate best management practices and pollution prevention measures in place.

- **McCurdy Park:** The ordered structures have not yet been delivered. Prior to installation, additional materials are required, including 57-stone for proper pipe bedding and band connections. Vendor information and material specifications will be gathered. Currently, the City does not have staff with the necessary expertise to complete this work. A recent installation was completed incorrectly due to the use of the wrong pipe material and lack of proper bedding, highlighting the need for skilled labor and correct materials moving forward.

Special Events

- **National Faith & Blue Weekend:** The City is planning to participate in National Faith & Blue Weekend on Saturday, October 11, 2025. This annual event is designed to strengthen relationships between law enforcement and the community through faith-based partnerships and community engagement activities. This year Faith and Blue are partnering with The Swinney Foundation: Walk A Mile In Her Shoes. Additional event details will be shared as planning progresses.
- **Halloween Event (10/31/2025):** Initial planning has begun, with early coordination efforts underway.

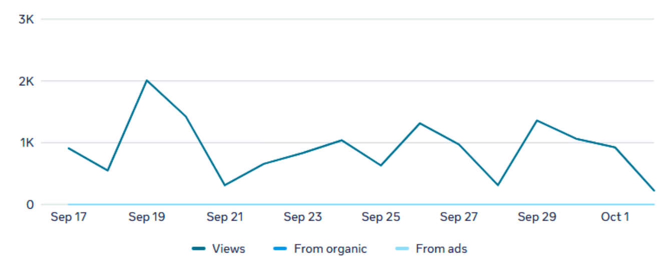
Communication

Department Head: Kimberly Clarke, Communications Specialist

Item # 1.

All | Posts | Stories | Reels | Live

Views	Reach	3-second views	1-minute views	Content interactions	Watch time
14.5K ↓ 18.3%	1.2K ↓ 44.4%	18 0%	4 ↑ 300%	144 ↓ 26.5%	11m 47s



Views breakdown
Sep 17 – Oct 2

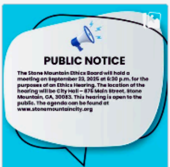
Total
14,540 ↓ 18.3%

From organic
14,540 ↓ 18.3%

From ads
0 0%

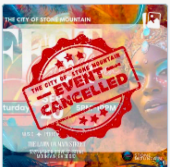
Top content by views

Boost content | See all content



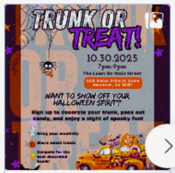
📢 Public Notice – Ethics Hearing 📢 Th...
Fri Sep 19, 9:59am
👁 872 ♥ 1 💬 2 ↪ 3

🌟 Join the Stone Mountain Ambassad...
Fri Sep 26, 10:02am
👁 531 ♥ 3 💬 0 ↪ 4



📢 Event Cancellation Reminder The City of...
Fri Sep 19, 3:26pm
👁 526 ♥ 1 💬 1 ↪ 0

🎃 👻 Trunk or Treat! 👻 🎃 Bring the famil...
Fri Sep 26, 10:18am
👁 518 ♥ 3 💬 6 ↪ 3



EVENT UPDATE!!! This event has been...
Mon Sep 29, 2:34pm
👁 457 ♥ 8 💬 3 ↪ 0

Published content
Based on up to 200 pieces of content
+8.6% vs. Sep 1, 2025 - Sep 16, 2025

Photos	42
Stories	32
Text	2

Views
-18.3% vs. Sep 1, 2025 - Sep 16, 2025

	Views
Photos	12,012
Stories	1,092
Text	416
Links	401
Others	300
Multi photo	266
Reels	66

Content interactions
-26.5% vs. Sep 1, 2025 - Sep 16, 2025

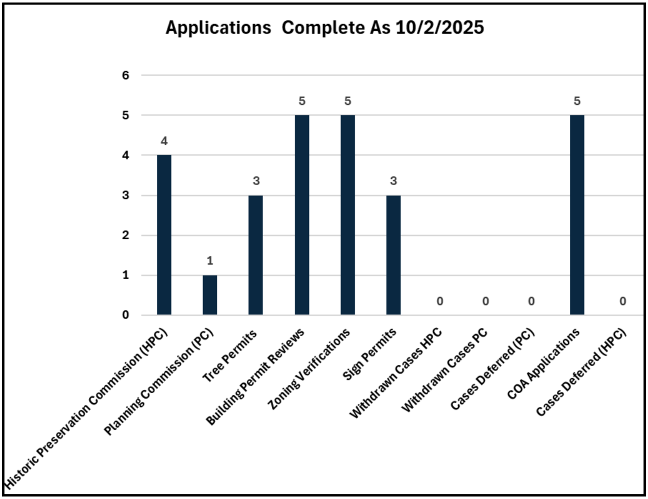
Photos	134
Text	8
Links	1
Reels	1

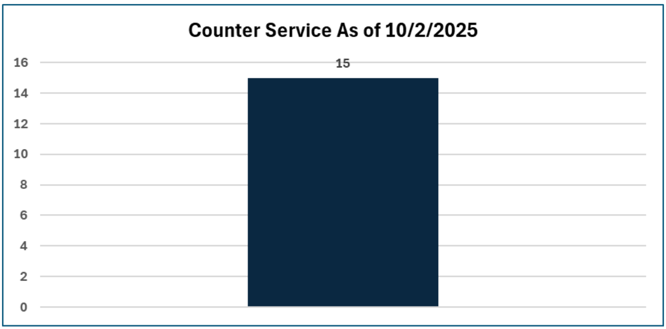
Planning Manager

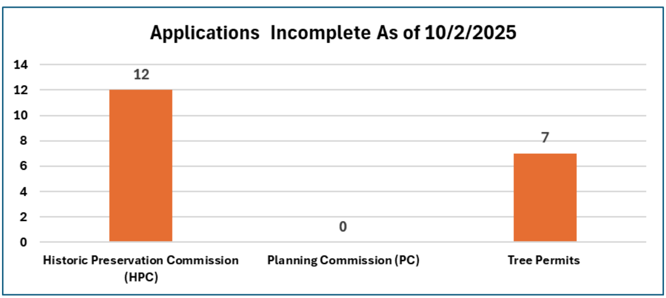
Department Head: Tamaya Huff, Planning Manager

Item # 1.

- **Planning and Development completed cases: 41**







Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Improvements associated with the upgrade of the storm water system at VFW Park

Item: Action Item
Department: City Manager's Office
Presented By: Interim City Manager, Maggie Dimov

Summary:

The City of Stone Mountain proposes upgrades to the stormwater system at VFW Park. The existing system has experienced strain due to aging infrastructure and increased park usage, resulting in drainage issues that impact the park and surrounding areas. The proposed improvements are intended to enhance water management, protect park facilities, and ensure the long-term sustainability of this important community resource

The storm water system is in need of an upgrade for VFW Park in the City of Stone Mountain.

Resource Impact:

The estimated costs for this project is $39,450.00

Attachments/Exhibits: Supporting Documentation

Requested Action: Requesting Mayor and Council to consider and approve this request.

LBGM ASSOCIATES, INC.
Civil Engineering Services

March 2, 2025

Miglena "Maggie" Dimov
Acting City Manager
City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

mdimov@stonemountain.org

Re: McCurry Park storm drainage

LBGM Associates is pleased to submit this proposal for survey & Civil Engineering design services associated with the upgrade of storm sewer system in VFW Park in City of Stone Mountain, Georgia.

Proposed improvements base on support of funds from CBDG Block Grant Program via DeKalb County to provide,

- 30' x 80' Pavillion with lawn.
- Natural play area with play structure.
- Earth/mulch walking path [+/- 1,250 LF]
- Concrete apron for secondary entrance & new parking area.
- Fieldstone entry way & fence community garden.
- Drainage, stormwater & irrigation improvements.

1000 Peachtree Industrial Blvd.
Suite 6-490, Suwanee, GA 30024

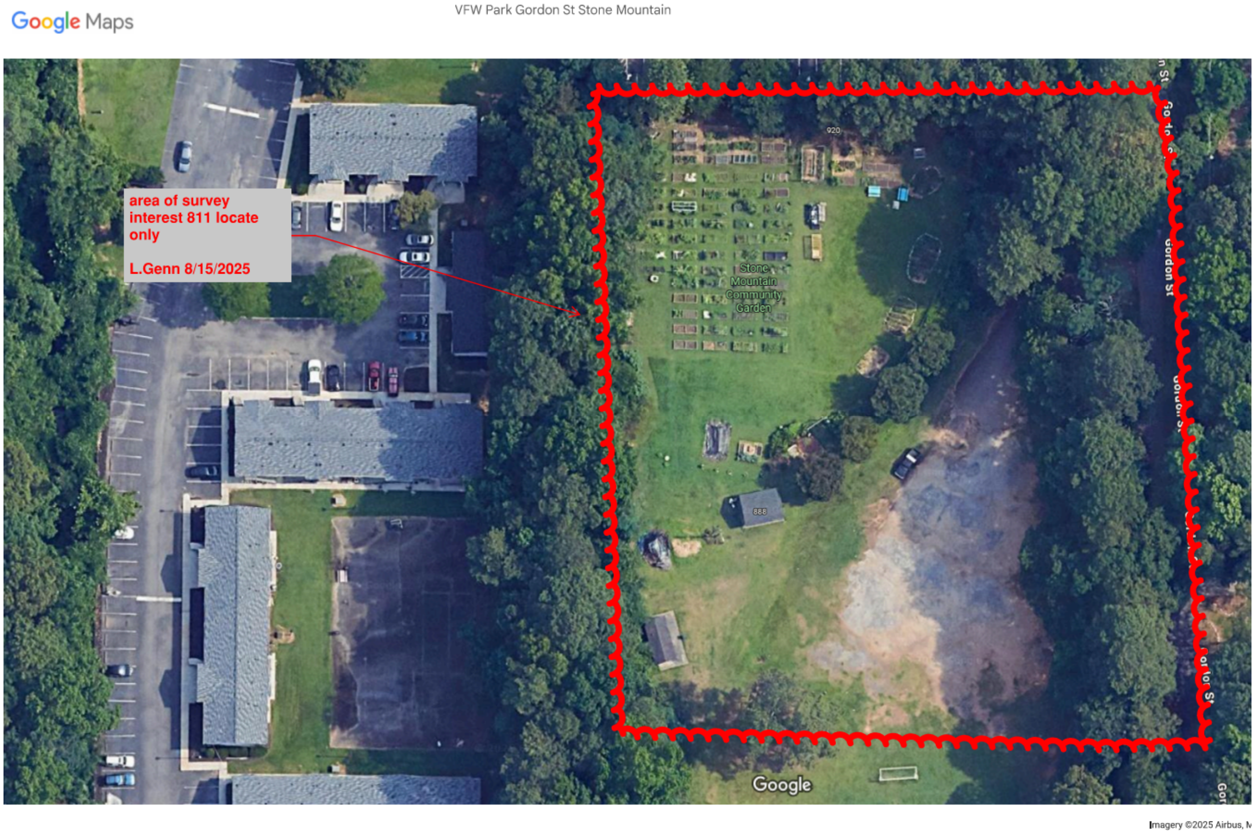
PH: 770-312-2674
FAX: 770-682-6820 E-mail: lgenn@lbgmassociates.com

Item # 1.

<u>Scope of Services:</u>

Survey of area of interest

Survey of current conditions in support of proposed installation of storm sewer system including 3rd party utility locate. Property boundary will be limited to establishing right of way on Gordon Street. Offsite utilities as well as stormwater are excluded.



Concept Plan –

Using the field generated survey as a base map, concept plan will be prepared for review and comment by City. Comments will be incorporated as part of Land Disturbance Plan [LDP] design.

LDP Plan-

We will provide the following deliverables:

1. Cover sheet
2. Existing conditions plan.
3. Site Plan.
4. Grading & drainage plan.
5. Utility Plan.
6. Tree Protection Replacement Plans. [expanded to include additional plantings]
7. Erosion & sediment control plans.
8. Construction details.
9. Response to review comments.

Fees:

Survey with utility locate	$	4,850.00 LS
Civil Engineering /construction plans (1, 2, 3, 4, & 8)	$	18,850.00 LS
Utility plan (5)	$	2,750.00 LS
Tree & planting plans (6)	$	4,925.00 LS
Erosion Control plan & details (7)	$	2,575.00 LS
Addressing comments (9)	$	1,700.00 NTE
Meetings	$	3,800.00 NTE

TOTAL $39,450.00

It is important to note that where "NTE" is used, only hours used will be billed. Therefore, our goal is to remain below that amount.

This proposal does not include direct expenses, which will be billed at cost plus 10%. Direct expenses include, but are not limited to, reproduction costs, courier services, mileage, telephone cost, etc. It is important to note that all regulatory permit fees are to be paid by Client.

Preliminary budget number for reimbursable expenses is $500.00.
Not Included in this Proposal:

The following items are specifically excluded from the scope of services as defined prior. LBGM can provide these excluded services at additional costs to the Owner. LBGM would be pleased to provide a proposal for most of these services at the Owner's discretion.

1. Permitting.
2. Construction Administration.
3. Offsite utility improvements, including upgrades of existing facilities or line extensions to site.
4. Traffic studies or traffic impact studies.
5. Other permit applications not referenced above.
6. Phase I or II environmental studies.
7. Preparation of change orders and addenda.
8. Pavement design. Geotechnical study recommendation for pavement profile will be included in the Construction Documents.
9. Security Design.
10. Structural walls of any type.

TERMS AND CONDITIONS:

This Agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits identified herein constitutes the entire understanding between you and LBGM in respect to the Project and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between us. Receipt of the signed agreement will serve as our notice to proceed. This Proposal will be open for acceptance for twenty (20) days from the date of this letter.

We appreciate the opportunity to work with you on this project. Please contact us if you have any questions.

Sincerely,

LBGM ASSOCIATES, INC.

Larry A. Genn, P.E.

Accepted this __________________ day of _______________, 2025

By ____________________________________

LBGM ASSOCIATES, INC.
Civil Engineering Services

APPENDIX "A"
TERMS AND CONDITIONS

1.LBGM Associates, Inc. (hereinafter called "LBGM") shall perform the services defined in this Letter Agreement and Client agrees to pay LBGM for said services as set forth below.

2. All documents including Drawings and Specifications prepared by LBGM are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by LBGM for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to LBGM; and Client shall indemnify and hold harmless LBGM from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle LBGM to further compensation at rates to be agreed upon by Client and LBGM.

3. Client agrees to additionally compensate LBGM for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than LBGM.

4. Construction cost estimates prepared by LBGM represents LBGM's best judgment as professionals familiar with the construction industry. It is recognized, however, that LBGM has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. LBGM cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by LBGM.

5. If requested by Client or if required by the scope of services of the Agreement, LBGM shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, LBGM shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. LBGM shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to LBGM by Client at cost plus 10%.

8. LBGM shall submit monthly statements at a minimum for services rendered and for reimbursable expenses incurred. Statements will be based upon LBGM's time of billing. Payment is due upon receipt of LBGM's Statement. If Client fails to make any payment due LBGM for services and expenses within 30 days after the date of LBGM's statement therefore, the amounts due LBGM shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, LBGM may, after giving 7 days' written notice to Client, suspend services under this Agreement until LBGM has been paid in full all amounts due LBGM are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is canceled. In the event of termination, LBGM shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. Any liability associated with the progression of the design elements for the Client by LBGM shall be limited to the amount of the design fees.

11. The services to be performed by LBGM under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of LBGM toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and LBGM each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor LBGM shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, LBGM may employ others to assist in the carrying out of duties under this Agreement.

1000 Peachtree Industrial Blvd.
Suite 6-490, Suwanee, GA 30024

PH: 770-312-2674
FAX: 770-682-6820 **E-mail: lgenn@lbgmassociates.com**

LBGM ASSOCIATES, INC.
Civil Engineering Services

APPENDIX "B"
HOURLY RATE

PRINCIPAL ENGINEER/LANDSCAPE ARCHITECT	$ 265.00 – 285.00/HR
LAND SURVEYOR	$ 265.00 – 285.00/HR
PROJECT MANAGER/SR PROJECT ENGINEER/ SR LANDSCAPE ARCHITECT	$ 215.00 – 250.00/HR
SURVEY CREW	$ 220.00 - 235.00/HR
PROJECT ENGINEER/DESIGNER/LANDSCAPE ARCHITECT	$ 175.00 – 215.00/HR
CAD TECHNICIAN	$ 135.00 – 155.00/HR
PERMIT SPECIALIST	$ 115.00 – 125.00/HR
AMINISTRATION SUPPORT	$ 95.00/HR
AUTO MILEAGE	$ 0.70 /Mile
MISCELLANEOUS	COST PLUS 10%

2/25/2025

1000 Peachtree Industrial Blvd.
Suite 6-490, Suwanee, GA 30024

PH: 770-312-2674
FAX: 770-682-6820 E-mail: lgenn@lbgmassociates.com

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Budget Amendment – Leased Vehicles

Item: Discussion /Action Item
Departments: Police and Public Works
Fiscal Impact: $160,622
Presented By: Maggie Dimov, Interim City Manager/Economic Development/DDA

Summary: The city is currently leasing vehicles for departmental use through a municipal fleet management program offered by Enterprise Fleet Management. This is a pilot program that was initiated over the past year, during which staff members have been evaluating the services and determining current and future fleet needs. Now that almost a year of data has been collected, staff was able to project the full budget amount needed to complete FY 2025 leasing needs. The attached budget amendment covers these anticipated needs for the remainder of the 2025 fiscal year. The adjustment includes appropriations for two Public Works vehicles to be ordered and received this month, including a 2025 Ford F-350 Flatbed and a 2026 Ford F-750 Dump Body (quotes attached).

In addition, staff is recommending approval to order four pursuit vehicles needed for FY2026, as there is at least a three-month lead time needed to prepare the vehicles for delivery early in FY 2026. Funds need to be budgeted for 2026 vehicles at the time the order is placed, so the attached 2025 budget amendment includes an annual appropriation for ordering these vehicles as well. This appropriation will be carried forward into FY 2026, when the vehicles will be received and paid for. The Police vehicles are three (3) 2026 Dodge Durango's and one (1) 2026 Toyota Tacoma, all including a Pursuit package of equipment (quotes attached).

Attachments/Exhibits:

Budget Amendment/Resolution for FY 2025

Quotes for all vehicles referenced above

Requested Action: Approve the attached Budget Resolution amending the FY 2025 Budget and authorize the Interim City Manager to sign all documents necessary needed for effecting the lease of all vehicles requested, per the attached quotes.

RESOLUTION - 2025-27

A Resolution of Mayor and City Council of Stone Mountain, Georgia

WHEREAS, the local fiscal year 2025 budget for the City of Stone Mountain, Georgia was adopted in December 2024; and

WHEREAS, it is necessary to amend such budget now;

THEREFORE, be it resolved by the Mayor and Council of the City of Stone Mountain, Georgia, that the following amendment to the General Fund budget for Fiscal Year 2025 be made this ___________ day of, _____________________ 2025

FUND 01	**GENERAL FUND**						
REVENUE	**LINE ITEM DESCRIPTION**	**2025 Budget**	**2025 Actual asof 9/11/25**	**INCREASE**	**DECREASE**	**BALANCE**	
01-3000-39-1000	Unrestricted Reserve	0		$ 160,622		$ 160,622.00	
	TOTAL:			$160,622	$0	$160,622	
EXPENSE	**LINE ITEM DESCRIPTION**			**INCREASE**	**DECREASE**	**BALANCE**	
Public Safety							
01-5040-54-2200	Vehicles	0	$36,078	$ 141,507			Enterprise lease payments
							2025 + 2026 Pre-order (4 add'l vehicles)
Public Works							
01-5050-54-2200	Vehicles	0	$2,867	$ 19,115.00			Enterprise lease payments
							2025 Leases
	TOTAL:			$160,622	$0	$0	

_________________________________ _________________________________

Dr. Beverly Jones, Mayor Shavala Ames, City Clerk

Description:

The Public Safety Department currently has leased vehicles in their fleet, acquired in the 2025 budget year that were never budgeted for. The annual cost for the vehicles currently in their fleet is estimated at $81,000. The department also needs to place an order, ASAP, for four additional pursuit vehicles if they are to be delivered in time for 2026 use. The annual lease cost for the four additional vehicles for 2026 is estimated at $60,507. The city needs to appropriate budgeted funds for this expense in 2025 in order to issue a purchase order and commit the funds in 2025, although the vehicles will be delivered and paid for in 2026. Therefore the $60,507 appropriation will be carried forward at year end and be available for 2026 spending. The Public Works department currently has one leased vehicle in their fleet that was not budgeted for in 2025, which will cost approximately $8,000 this fiscal year. They also plan to order two more replacement trucks this month that will cost an additional $11,115 for the remainder of the 2025 budget year. Funds for these expenses are available from the city's unrestricted reserve funds for FY 2025, but will be funded by General Fund revenue sources in 2026 and future years.

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Change Order No. 1 for parking lot next to City Hall

Item: Action Item
Department: City Manager's Office
Presented By: Interim City Manager, Maggie Dimov

Summary:

The City Hall parking lot project was previously approved by the governing body. Staff is now requesting a change order to incorporate the installation of prefabricated concrete or rubber wheel stops and the removal of a tree that interferes with the planned layout. This change order accounts for all labor, materials, equipment, tools, insurance, and other necessary items required to complete the work. Approval of this change order will ensure that the project meets safety standards, enhances traffic flow, and accommodates site requirements.

Resource Impact:

The estimated costs for this project is $7,015.70

Attachments/Exhibits: Supporting Documentation

Requested Action: Requesting Mayor and Council to consider and approve this request.

R&B Developer, Inc

October 2, 2025

Matthew Wilson, P.E.
Project Manager
Stone Mountain City

Re: City Hall Parking lot and fencing Project
Subject: Wheel Stop & Removal of trees

Dear Mr. Wilson,

As requested, here below we have prepared our proposal for prefabricated concrete or rubber wheel stops and removal of tree. This proposal includes all labor, materials, equipment, tools, insurance, and other necessary items.

Item #	GDOT #	Description	Units	Qty	Unit Price	Total Price
1		Prefabricated concrete or rubber wheel stops, including the labor for installation	EA	5	$314.50	$1,572.50
					Total Estimate:	**$1,572.50**

1		Remove Tree	LS	1	$5,443.20	$5,443.20
					Total Estimate:	**$5,443.20**

Please kindly review this additional work request estimate for wheel stop and feel free to contact us if you have any questions or need further clarification.

Thank you,

Haresh G. Kachchi
R&B Developer, Inc.
678-414-9789
hkachchi@RBDeveloper.net

CC: *Project File - 2511*

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Georgia Power to install a gas line for the previously approved and installed generator

---

Item: Action Item
Department: City Manager's Office
Presented By: Interim City Manager, Maggie Dimov

Summary:

The City of Stone Mountain has successfully completed the installation of a new generator at City Hall, ensuring a reliable backup power source for critical operations. To fully activate and operate the generator, Georgia Power must install a dedicated gas line. Since this work was not included in the original project scope, it will be handled through a new Change Order Agreement, which authorizes the additional work and associated costs.

Resource Impact:

The estimated costs for this project will be: $11,144.33

Attachments/Exhibits: Supporting Documentation

Requested Action: Requesting Mayor and Council to consider and approve this request.

Southern Company Gas

NON-RESIDENTIAL GAS EXTENSION CONTRACT

#816.01

811 no. **(BCA NO)** 336632

STATE OF	GEORGIA	**AFE NO.**	
COUNTY OF	DEKALB	**APPLICANT**	Georgia Municipal Association
DATE	Sep 29, 2025	**LOCATION**	875 Main ST Stone Mountain, GA 30083
		MAILING ADDRESS	875 MAIN ST Stone Mountain, GA 30083

THIS AGREEMENT, entered into by and between Atlanta Gas Light Company, hereinafter called Company, and Georgia Municipal Association hereinafter called Applicant, witnesseth :

WHEREAS, Applicants owns, or occupies as lessee, certain property in Land Lot no. (none) of the district of DEKALB County , Georgia, being No. 875 Main ST in the city of Stone Mountain ; has made application for gas to be supplied by Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Rules and Regulations as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

(1)Company will install gas facilities to serve Applicant in accordance with Rule 8 of Company's Rules and Regulations attached hereto, and made apart hereof. The Company will install gas facilities, substantially as configured in Attachment A, including 1 gas meter(s) to serve the total equipment load indicated in Schedule (A) at a delivery pressure of 2 #; Any changes to these facilities or their configuration required by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates

(2) Applicant will install and commence using in a bona fide manner within six months after the date of the completion of the extension, and continue to so use for a period 1 years those appliances and the equipment indicated by Schedule A hereof, on which the Company has relied in computing the Estimated Annual Revenues and the allowable investment, as defined in Rule 8 B(1), for facilities allowed free to the Applicant and the advance, if any, to be paid by Applicant to Company.

(3)Within one year after the service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues in accordance with Schedule A has been met.

(4)If based upon this determination, there is a lesser Allowable Investment than that originally granted, and a payment is required in addition to the prior payment by the applicant, if any, such additional payment shall be paid by the Applicant. The total payment(s), if any, by the Applicant shall not exceed the Estimated Cost to Serve indicated in Schedule A unless changes in facilities are required by the Applicant.

(5)Refunds of any payments, contributions or advances hereunder shall be made in accordance with Rule 8 B (4) (c). Refunds will be made if excess allowable investment applied to the refund is above that which is necessary to cover the cost of equipment and facilities of the additional customers. No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for in (2). No refund will be given if a new main extension is required to serve these new customers.

(6)No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been granted by Company.

(7)Two or more parties may make a joint advance on the same facilities extension. In such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the members of the group shall be apportioned among them in such a manner as they shall mutually agree upon.

(8)Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to, the Customer, (a) to extend the gas main or connect additional gas mains connections attached to such main or extended or connected gas mains.

(9)This Agreement is subject to all Rules and Regulations of the Company which are now or may hereafter be issued, approved or otherwise made effective, by the Georgia Public Service Commission, or by any other government body having jurisdiction with respect to the Company. References herein to certain portions of such Rules and Regulation, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if either party fails to execute the contract within 45 days of the day and year above.

(10)Applicant acknowledges that in executing this Agreement they have not relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement

	Schedule A	
A	**Estimated Cost To Serve**	$9,640.59
B	**Estimated Annual Revenue**	$643.90
C	**Contribution Required by Applicant**	$9,640.59
D	**Total Required by Applicant**	$11,144.33
E	**Contribution Amount Eligible For Refund**	$0.00
F	**Customer Gas Equipment**	

UseCode	Gas Equipment	CubicFeet/Hr
1	GENERATOR	1280

IN WITNESS WHEREOF, the parties hereto set their hands on and affixed their seals.

BY ______________________

PRINT NAME ______________________

APPLICANT ______________________

WITNESS ______________________

DATE ____________ TITLE ____________

ATLANTA GAS LIGHT COMPANY

BY ______________________

TITLE ____________ DATE ____________

WITNESS ____________ MARKETER ____________

#816.02C

ATLANTA GAS LIGHT COMPANY

NON-RESIDENTIAL MAIN AND SERVICE EXTENSION RULE 8

Service Lines and Mains necessary to furnish permanent service to Applicants for Non-Residential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A General

The Company will construct, own, operate and maintain gas Mains generally along public streets, roads and highways which the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its Main to the Premises of the Applicant. All such Main and Service Line will be provided pursuant to the following provisions:

B. Extension of Main and Service

Subject to the limitations in C below, the Company shall provide up to the first 125 feet of Main and/or Service Line extension as well as Metering Equipment and Regulating Equipment to each Applicant's Billing Unit at no cost to the Applicant. These 125 feet of Main and/or Service Line and Metering Equipment and Regulating Equipment are in addition to the Allowable Investment as provided below:

1. Calculation of Allowable Investment Beyond the First 125 Feet of Main and Service Line

(a). The Allowable Investment in Main and Service Line, excluding Metering and Regulating Equipment, to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the levelized annual carrying charge rate applicable to the investment.

(b). The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected useful life of the Service Line. These costs will be discounted at the Company's after-tax rate of return.

(c). The Allowable Investment in Main and Service Line shall be based upon engineering cost estimates.

(d). The Applicant's Estimate Annual Revenues shall be determined by estimating the Dedicated Design Day Capacity plus the customer charge.

2. Contribution by Applicant

In the event that the Allowable Investment beyond the first 125 feet of Main and Service Line is not sufficient to cover the cost of the extension, the Applicant shall pay the excess costs.

3. Length and Location

(a) The length of Main required for a Main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest Main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total Allowable Investment, the Company shall not be required to extend a Main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.

(b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the Company's Main to the first reasonably acceptable meter location as determined by the Company.

(c) The Company reserves the right to designate the locations and specifications for the main taps, Service Lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant regardless of whether the length of Service Line laid as requested by Applicant comes within the Allowable Investment provided in this rule. Further, the Company may require Applicant to provide both power and phone lines to the location of such metering facilities.

4. Extensions Beyond the First 125 Feet of Main and Service Line

(a) Payment Provisions

The Applicant shall pay to the Company the excess cost of the extension beyond the first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment.

(b) Adjustment of Allowable Investment and Payments

(i) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues determined in accordance with Section B(1)(d) above have been achieved.

(ii) If, based upon the above determination, there is a lesser Allowable Investment than that originally granted and a payment is required in addition to the prior payment by the Applicant, if any, such additional payment shall be paid by the Applicant.

(c) Refunds of Payments

A portion of an Applicant's payment may be refunded where one or more additional Customers connect to a Main extension that initially required a customer payment under the following:

(i) First, the original Applicants made a payment to the Company for the original Main to establish service.

Second, the original Applicant will receive a credit if an additional Customer establishes service on the original Main.

Third, the calculation of the original Applicants refund, if any, is the excess to the Allowable Investment attributed to the additional Customer taking service that is greater than the cost to establish service to the additional Customer.

(ii) The Service Line for each additional Customer shall be directly connected to the Main extension and no further extension of Main is required.

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investment generated.

(iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.

(v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted from the date Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.

(vi) Any additional Main to be connected in any manner to Main already laid or to a Main provided for under an existing agreement for Main extension, as provided for in the rule, shall be considered a new Main extension, and no refund or repayment of any kind with respect to such new Main or any Customer to be served from or through such new Main shall be made to any Customer who made an advance for the installation of the Main already laid or for the Main provided for under such existing agreement.

(vii) Refunds will be made for the funds advanced through the Universal Service Fund if the Commission designates at the time of approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through the Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has been designated as appropriate for such refunds by the Commission on or before November 18, 2003.

(d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Applicant unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment, and Regulating Equipment at the engineering cost.

(e) Relocation of Service

(i) When in the judgment of the Company the relocation of a Service Line, including Metering and Regulating Equipment, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.

(ii) If relocation of a Service Line, including Metering and Regulating Equipment, is for the convenience of the Applicant or the Customer, such relocation, shall be performed by the Company at the expense of the Applicant or the Customer.

C Limitations

1. The first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment shall not be made by the Company for Auxiliary or Incidental Uses of Gas.

2. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.

D. Special Conditions

1. Contracts

The Applicant will be required to execute a contract covering the terms under which the Company will install Mains and Service Lines in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to use for the period contracted for, the amount of gas determined for the Dedicated Design Day Capacity and under the Rate Schedule on which the Company's Allowable Investment is based.

Such contract will also provide that if the Applicant fails to take service or fails to meet the Dedicated Design Day Capacity, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's Non-Residential Main and Service Line extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment installed and utilized.

2. Periodic Review

The Company will as soon as possible after the close of each of its fiscal years review its costs of construction of Mains, Services Lines, and Metering and Regulating Equipment, and file with the Commission the unit charges for such facilities.

3. Extension for Temporary Service

Extension for temporary service or for operations that in the Company's opinion are of a questionable permanence will not be made under this Rule, but will be made in accordance with the rule pertaining to temporary service.

4. Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. The Company reserves the right, at its sole option, to refuse line extensions from any of its lines operating at a pressure in excess of 125 PSIG.

5. Title to Facilities

Legal and equitable title to all Mains, Service Lines, and Metering and Regulating Equipment installed by the Company upon which an advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution, or other payment:

(a) To extend the gas Main or connect additional gas Mains to any part of it.

(b) To serve new additional Customers at any time through service connections attached to such Main or to extended or connected gas Mains.

6. Exceptional Cases

In unusual circumstances when the application of this Rule appears to create a hardship to either party, the Company or the Applicant may refer the matter to the Commission for special ruling thereon prior to commencing construction.

7. Dispute Resolution

In the event that a dispute arises between the Company and a party seeking a line extension from the Company under the provisions of this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall be completed within 60 days of a written request for such review and shall be limited to a review of the proposed line extension and whether the Company's position regarding said extension is in compliance with Rule 8.

At the end of its review, the Staff shall issue a written opinion as to whether the Company's position in the dispute is in compliance with Rule 8. If the issuance of the Staff's opinion does not resolve the dispute to the satisfaction of the Company or the party seeking a line extension, the Company or such party may petition the Commission to resolve the dispute.

Item # 4.

For Office Use Only

NOTICE OF INTENT
VERSION 2008

State of Georgia
Department of Natural Resources
Environmental Protection Division

For Coverage Under the 2008 Re-Issuance of the
NPDES General Permits No. GAR100003 To Discharge Storm Water
Associated With Construction Activity for Common Developments

BLANKET SECONDARY PERMITTEE

NOTICE OF INTENT (Check only one):

Annual Notification (Submitted on or before January 15 of the year in which coverage is desired)

Re-Issuance Notification (Submitted within 60 days of effective date of General NPDES Permit No. GAR 100003)

Change of Information

I. BLANKET SECONDARY PERMITTEE INFORMATION

Blanket Secondary Permittee's Name: Atlanta Gas Light Company Phone: 800-599-3770

Address: 10 Peachtree Place City: Atlanta State: GA ZipCode: 30309

Utility Sub-Contractor's Name(Optional): Phone:

Address: City: State: ZipCode:

Facility Construction Site Contact: Brian Leavell Phone: 800-599-3770

II. CONSTRUCTION SITE ACTIVITY INFORMATION

Construction Activity Type: Commercial Industrial Municipal Residential

III. CERTIFICATIONS (Blanket Secondary Permittee)

HBB I certify that I will adhere to the Primary Permittee's Erosion, Sedimentation and Pollutant Control Plan (Plan) or the portion of the Plan applicable to my construction activities.

HBB I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Blanket Secondary Permittee's Printed Name: H BRYAN BATSON Title: PRESIDENT

Signature: H Bryan Batson Date 02/01/2013

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Manager of Special Events & Communications Position

Item: Action Item
Department: City Manager's Office
Presented By: Interim City Manager, Maggie Dimov

Summary:

The City of Stone Mountain currently has an opening for a Special Events Manager. After careful consideration, it is recommended to combine the roles of Communications Manager and Special Events Manager into a single position. The individual in this role will oversee all special events, film permits, and communications for the City.

Resource Impact:

Merging these two positions is expected to be cost-effective for the City, reducing overall expenditures related to salary and benefits while maintaining operational efficiency. Recommended salary range for this position is $55,000 - $68,000.

Attachments/Exhibits: None.

Requested Action: Requesting Mayor and Council to consider and approve this request.

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: REQUEST FOR COUNCIL APPROVAL TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR LOCAL COMPREHENSIVE PLAN ASSISTANCE WITH THE ATLANTA REGIONAL COMMISSION

Item: Action Item
Department: Planning and Zoning
Presented By: Tamaya Huff, Planning Manager

Summary:

The Georgia Planning Act aims to establish a unified framework for coordinated and comprehensive planning across all levels of government in the State of Georgia. This means fostering, developing, and sustaining effective planning initiatives that engage local, regional, and state government entities. This Act is designed to establish a structured framework for coordinating planning efforts under the direction of the Governor, ensuring that departments, agencies, commissions, and other state institutions collaborate effectively. The emphasis on collaboration and shared responsibility is crucial in addressing critical areas, including land use, transportation, environmental stewardship, and public health.

The Department of Community Affairs (DCA) is the state agency responsible for overseeing the enforcement of this Act, thereby ensuring that local governments also meet its minimum standards and produce their service delivery strategy (SDS), comprehensive plan, and capital improvement element (CIE). Where such standards are not met, DCA deems the Local Government Compliance Status for Planning as ineligible for state assistance programs and permits.

<u>City of Stone Mountain's Current Local Government Compliance Status – Planning & 2026 Comprehensive Plan Update</u>

A key responsibility of local government is to engage in proactive planning and preparation of strategic initiatives. Often referred to as "city planning," "urban planning," or "land use planning," this process provides an essential framework for guiding community growth and development. The results of effective planning are captured in "comprehensive plans" or "growth management plans." By implementing well-considered planning practices, local governments can ensure that future development harmonizes with the community's vision and objectives, fostering a thriving environment for all residents.

Georgia offers an incentive program, called Qualified Local Government (QLG) status, which provides financial resources to cities and counties with DCA-approved comprehensive plans to local governments that participate in comprehensive planning. This support includes eligibility to apply for Community Development Block Grants (CDBG), water and sewer loans from the Georgia Environmental Finance Authority (GEFA), and economic development funding from the OneGeorgia Authority, among other programs.

It's also important to be aware of the Georgia Planning Act, which requires the Department of Community Affairs (DCA) to review comprehensive plans within 30 days to ensure standards are met. The City of Stone Mountain's QLG status is currently compliant and on track to submit its comprehensive plan and capital improvement element (CIE) updates to the DCA by August 31, 2026. Plan adoption is required by DCA no later than October 31, 2026 to continue in QLG compliance.

Staff propose the following general schedule to meet the October 31, 2026 QLG Compliance review due date, which is included in your agenda package.

- **Prior Plan Review & Data Gathering – Underway. October 2025 to January 2026**
  An internal review of the 2021 Adopted Comprehensive Plan is conducted by staff to collect the required data for updates and to coordinate with the Atlanta Regional Commission (ARC), which will assist with meetings and help develop the final draft document.

- **Stakeholder Development, November 2025 to May 2026.**
  One of these critical activities is forming a Steering Committee. The members of this committee will actively participate in developing the plan from start to finish, providing technical insight from various community planning perspectives. These areas include real estate, business owners, community development organizations, school boards, developers, property owners, biking/walking groups, residents, and a host of other interested parties. The formation of this committee will follow the Department of Community Affairs (DCA) Rule 110-12-1.02(2)(a) and the Department's Supplemental Planning Guidance. This process will commence in mid-October 2025, during which we will finalize the selection of stakeholders and provide training for the chosen Steering Committee members. Members will be responsible for reviewing the 2021 Plan, offering critical feedback, and lessons learned, while committing to all Steering Committee meetings and commitments scheduled from October 2025 until the committee is dissolved in May 2026.

- **First Public Hearing January 2026.**
  A public hearing is to be conducted at the outset of the local planning process per Rule 110-12-1.04(1)(a) of the DCA Rules and Regulations, which is planned for January 2026. The purpose of this hearing is to effectively inform the community about the development process of the plan, outline avenues for public participation, and gather input on the proposed planning methodology. Following the consideration of public comments, the community will be well-positioned to initiate the development of the plan in a manner that reflects collective input and priorities. The public hearing will be conducted in accordance with the Georgia Zoning Procedure Law, allowing for a general presentation of plan process, and public comment limiting each speaker to no more than 5 minutes.

- **Online Survey. January 2026 to March 2026.**
  This survey provides an opportunity for the community to share valuable feedback, beginning with the first public hearing and continuing through March 2026. This input will play a crucial role in shaping the comprehensive plan. By actively participating, community members can help guide the development of the draft document, which is set to begin in April 2026.

- **Public Open House. February 2026**
  Each component of the plan must incorporate meaningful engagement and input from stakeholders, local leaders, and the public, as outlined in section 110-12-1-.02(2) of the DCA Department Rules and Regulations. This inclusive approach ensures the plan reflects the community's diverse needs and values. Involving citizens and leaders in the development process fosters ownership and enhances the likelihood of successful implementation, ultimately driving positive change within the community. The meeting format will be an open-house style, allowing interested participants to learn more about the plan through self-guided interaction by consulting staff, maps, and supporting plan documents provided for public inspection.

- **Document Development**
  Document development will begin in April 2026 and continue through June 2026, collecting input through scheduled public hearings, online surveys, an open house, and feedback from the steering committee. By July, the final draft of the comprehensive plan will be finalized and posted for public comment.

- **Second Public Hearing, July 2026**
  The final draft of the comprehensive plan will be posted online for public comment in June 2026, and an overview of the plan will be presented at the second and final public hearing in July 2026.

- **Transmittal of Draft to DCA, July 2026**
  Following the final public hearing, the final draft of the plan will be transmitted to DCA for review. DCA recommends transmitting the final draft at least 30 to 90 days before the required due date, to permit the approved plan, following DCA review, to be adopted before the October 31, 2026, due date.

- **Plan Adoption**
  Once approved by DCA, the final plan will be presented to the Planning Commission for comment and final adoption by the Mayor and City Council by September 2026.

Resource Impact:

The Atlanta Regional Commission (ARC) offers a free service to assist local governments in developing their comprehensive plans through its Local Comprehensive Plan Update Assistance Program. The division of responsibilities, are outlined in the agenda item, and upon approval from the Mayor and City Council, the City will to enter into a Memorandum of Agreement (MOA) to receive these services.

Attachments/Exhibits:

- City of Stone Mountain's Planning Status as of October 2, 2025.
- Draft Resolution: Enter into A Memorandum of Agreement with ARC to implement the comprehensive plan update.
- Draft Local Comprehensive Plan Update Assistance Memorandum of Agreement
- Stakeholder Development Schedule for Comprehensive Plan Update 2025- 2026
- Overall Schedule for Comprehensive Plan Update 2025-2026

Requested Action: The Mayor and City Council authorize the City's acceptance of the MOA as follows:

1. Approve the City to enter into an MOA with the Atlanta Regional Commission for the purpose of developing the City's Local Comprehensive Plan.

2. Authorizes Maggie Dimov, Interim City Manager, or her designee to negotiate, finalize, and execute an MOA on behalf of the City

RESOLUTION 2025-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR THE CITY OF STONE MOUNTAIN LOCAL COMPREHENSIVE PLAN UPDATE

WHEREAS, the City of **Stone Mountain**, Georgia (the "City") recognizes the need to formalize a memorandum of agreement (MOA) with the Atlanta Regional Commission (ARC) to develop the City's Local Comprehensive Plan and;

WHEREAS, the terms and conditions of the MOA have been reviewed by the Planning and Zoning Department and deemed beneficial to the interests of the City; and,

WHEREAS, all stated goals of this resolution are incorporated fully herein;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council do hereby support the City's acceptance of the MOA as follows:

1. The City is hereby authorized to enter into an MOA with the Atlanta Regional Commission for the purpose of developing the City's Local Comprehensive Plan.
2. Authorizes Maggie Dimov, Interim City Manager, or her designee to negotiate, finalize, and execute an MOA on behalf of the City.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption, this **7th day of October** 2025.

CITY OF STONE MOUNTAIN, GEORGIA

Approved: ______________________________

Dr. Beverly Jones, Mayor

Attest: ______________________________

Shavala Ames, City Clerk

Approved as to Form:

____

Angela Couch, City Attorney

ARC Number
022401

LOCAL COMPREHENSIVE PLAN UPDATE ASSISTANCE
MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into as of this **_____ day of ______________ 2025** (the "Effective Date") by and between the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and CITY OF STONE MOUNTAIN (hereinafter referred as the "City"), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, Regional Commissions were created by the State of Georgia in order to assist local governments on a regional basis and to develop, promote, and assist in establishing coordinated and comprehensive planning in the state; and

WHEREAS, as the Regional Commission for the 11-county Atlanta Region, ARC has been mandated to undertake certain regional responsibilities under the Georgia Planning Act of 1989 (as amended) (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.) and does agree to perform prescribed services to local governments; and

WHEREAS, the City is required to update its Local Comprehensive Plan by October 31, 2026, according to the schedule set by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City has requested assistance from ARC to update its Local Comprehensive Plan under the requirements set by the Minimum Standards and Procedures for Local Comprehensive Planning ("Minimum Standards") found in Chapter 110-12-1 of the DCA Rules, in accordance with the Georgia Planning Act of 1989 (as amended); and

WHEREAS, ARC and the City believe it is mutually beneficial for both parties that the City, as part of the ARC, maintains its Local Comprehensive Plan; and

WHEREAS, ARC agrees to provide assistance for development of the City's update of its Local Comprehensive Plan;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. <u>Duties of ARC</u>. ARC agrees to perform the following services:

    a. Provide a project manager to coordinate with local government staff and ensure that the project is moving forward in a timely manner.
    b. Facilitate and/or participate in Project Management Team meetings with local government staff.
    c. Facilitate, in consultation with local government staff, a public engagement process reflecting the community's demographics, composition and dynamics, to solicit community input, that includes or is equivalent to the following:

i. A maximum of two (2) Steering Committee meetings, one (1) to be held in-person and one (1) to be held virtually.
ii. A maximum of one (1) public engagement event, to be held either in-person or virtually and, if at all possible, attached to an existing/scheduled community event.
iii. An online public engagement portal and survey, hosted by ARC.
iv. An opportunity for Steering Committee members to review and comment on the draft plan, including a review and comment period lasting at least two (2) weeks.

d. Update, in consultation with local government staff, the following Comprehensive Plan elements of which Regional Commissions are required to assist, as defined at Chapter 110-12-1-.02(7)(b) of the Minimum Standards:
   i. Community Vision/Goals
   ii. Needs and Opportunities
   iii. Broadband
   iv. Report of Accomplishments
   v. Community Work Program
e. Update, in consultation with local government staff, the following Comprehensive Plan elements, if requested by the local government:
   i. Land Use
   ii. Economic Development
   iii. Transportation
   iv. Housing
   v. Historic and Arts/Cultural Resources
   vi. Natural Resources and Sustainability
   vii. Any other elements identified by the local government
f. Review any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan (CTP), Regional Transportation Plan/Transportation Improvement Program (RTP/TIP), Economic Development Plan, relevant to ARC or other regional policy or plan document, and any other plans as needed, and integrate same with applicable elements of the Comprehensive Plan, as appropriate.
g. Present at, attend, or support the two (2) DCA-required public hearings (one at kick-off and one prior to transmittal for regional and state review), if requested by the local government.
h. Provide language for public hearing notices, if requested by the local government.
i. Provide advertisement and other public involvement materials, if requested by the local government.
j. Prepare the final plan document and other supporting materials in ARC's standard format and provide all project files to the local government.
k. Complete any plan revisions required by DCA following its state review process.
l. Complete a maximum of two (2) rounds of plan revisions or edits requested by the local government project manager, outside of any revisions required by DCA following its state review process.

2. <u>Duties of the City.</u> The City agrees to perform the following duties:

a. Provide a staff point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner.
b. Ensure the staff point of contact participates as a member of the Project Management Team and attends Project Management Team meetings with ARC staff.
c. Develop a draft Report of Accomplishments showing the status of each item in the Community Work Program from the existing Comprehensive Plan.
d. Develop a draft five (5) year Community Work Program.
e. Assemble a Steering Committee reflecting the composition of the local community. The Committee must include members of the governing authority (elected officials), representatives of the local economic development community, and local government staff. It should include or leverage local entities such as artists or arts organizations, nonprofits, community-based organizations (CBOs), neighborhood associations or organizations, and local businesses and/or local business association(s).
f. Schedule Steering Committee meetings, in consultation with ARC.
g. Promote public awareness of the plan development process, including timely notice of, and invitations to, Steering Committee and public meetings.
h. Provide locations for Steering Committee and public meetings that have heat/air conditioning, water, and electricity.
i. Provide any food or beverages desired by the local government for Steering Committee and public meetings.
j. Post timely notice of, and conduct, public hearings as required by the City's existing procedures.
k. Provide timely notice to ARC of local government meetings that ARC staff should attend.
l. Provide ARC with submittal deadlines for relevant City boards and committees at the beginning of the process.
m. Meet the following milestones in order for ARC to ensure that the City meets its DCA-designated Plan Update deadline and maintains Qualified Local Government (QLG) status:
    i. Schedule a date for the First Required Public Hearing, as defined at Chapter 110-12-1-.04(1)(a) of the Minimum Standards, no more than thirty (30) days after the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
    ii. Identify and confirm Steering Committee members no more than thirty (30) days after the signing of this Agreement.
    iii. Schedule both Steering Committee meetings no more than forty-five (45) days after the signing of this Agreement (note that the meetings themselves do not have to occur within those 45 days).
    iv. Complete and provide to ARC staff a draft Report of Accomplishments, showing the status of each item in the Community Work Program from the existing Comprehensive Plan, no more than sixty (60) days after the signing of this Agreement.
    v. Accompany or host ARC staff on a site visit or tour (walking, biking, or driving, as appropriate) of key areas of the community no more than sixty (60) days after the signing of this Agreement.

vi. Schedule the Second Public Hearing, as defined at Chapter 110-12-1-.04(1)(c) of the Minimum Standards, no fewer than seventy-five (75) days before the City's DCA-designated Plan Update deadline of October 31, 2025.

vii. Ensure that any presentation(s) by ARC staff at the above-mentioned First and Second Public Hearings take place first on the hearing or meeting agenda.

n. If the City seeks to use any consultant services on its plan update, in addition to the services provided by the ARC as outlined in the foregoing, the ARC will only coordinate with, and will only provide information to, the City's staff point of contact.

3. <u>Time of Performance, Amendments, Modifications</u>.

a. This Agreement shall become effective upon execution by both parties and remain in effect until the completion of the project or termination by the parties as provided below. Notwithstanding anything to the contrary herein, in no event shall the term of this Agreement exceed two (2) years from the Effective Date.

b. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, provided that the party requesting termination has provided notice and sufficient opportunity for remedy.

c. Either party may request changes to this Agreement at any time by written notice to the other party's signatory of this Agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this Agreement and executed in the same manner as this Agreement. This Agreement may only be modified by an instrument in writing executed by the City and ARC. Notwithstanding the foregoing, the City and ARC acknowledge that this Agreement may be revised or refined from time to time during its term. The parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

4. <u>Rights in Documents, Materials, and Data Produced</u>. For the purposes of this Agreement, 'data' includes, but is not limited to, writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. The City and ARC shall have the right to use same without restriction or limitation and without compensation to the other parties of the Agreement.

5. <u>Indemnity</u>. The City shall indemnify and hold harmless ARC, its officers, directors, employees and agents from and against any and all losses, reasonable attorneys' fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this Agreement by the City or any person employed by the City.

ARC Number
022401

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

ATLANTA REGIONAL COMMISSION

__________________________ Attested,
Assistant Secretary

____
Anna Roach, Executive Director

Witness:

CITY OF STONE MOUNTAIN

____
Municipal Clerk, Shavala Ames

____
Hon. ___________________________,
Mayor Beverly Jones

Approved as to Form:

____
City Attorney, Angela Couch

Recommended:

____

Approved:

____

City of Stone Mountain

Home City of Stone Mountain Change Community

Planning Status

Status	Submittal Type	Next Date
	Comp Plan Update	10/31/2026
	CIE Update	
Compliant	Service Delivery Strategy	10/31/2027

Compliant Due in less than 120 days Past Due

Planning Documents

Current Comprehensive Plans

Service Delivery Strategy

Data for Planning

Quick Links for Stone Mountain City
Quick Facts for Stone Mountain City
Detailed Census Information Request
American Fact Finder for the City of Stone Mountain
Community Indicators
County Snapshots

Other Community Information

Georgia.gov for the City of Stone Mountain
New Georgia Encyclopedia
Annexation Reports for the City of Stone Mountain
Georgia's Best Examples for the City of Stone Mountain
Georgia Government Officials

Comprehensive Plan– Overall Schedule

MONTH	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
	Q1 26			Q2 26			Q3 26			Q4 26		
	1	2	3	4	5	6	7	8	9	10	11	12
Plan Review Data Gathering												
Public Hearing(s)												
Online Survey												
Steering Committee & Stakeholder Development												
Public Open House												
Develop Plan Document												
Department of Community Affairs Submittal & Review												
Plan Adoption												

Comprehensive Plan – Steering Committee Development

MONTH	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
	Q1 26			Q2 26			Q3 26			Q4 26		
	1	2	3	4	5	6	7	8	9	10	11	12
Stakeholder Development												
Call for Stakeholders												
Stakeholder Selection												
Finalize Steering Committee												
Steering Committee Training												
2021 Comprehensive Plan Review												
Finalize Comments												
Steering Committee Meeting #1												
Steering Committee Meeting #2												

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Parks and Recreation Committee to exhibit a winter park theme at each park in the City of Stone Mountain

Item: Action Item
City Council
Requested By: Council Member Gil Freeman

Summary:

This request was received from Council Member Gil Freeman on behalf of Parks and Recreation.

Resource Impact:

No documentation.

Attachments/Exhibits: Email requesting agenda item

Requested Action: Requesting Mayor and Council to consider and approve this request.

From:	Gil Freeman
To:	Mayor Beverly Jones; Shavala Ames
Cc:	Shawnette Bryant
Subject:	Re: Agenda Item
Date:	Thursday, September 25, 2025 5:36:28 AM
Attachments:	Outlook-bpwyidpe

Good morning,

Additionally, please place parks and recreation recommendation to exhibit a winter theme at each park on the agenda.

Respectfully,

Gil Freeman
Councilmember Post 4
City of Stone Mountain
875 Main Street
Stone Mountain, Georgia 30083
Cell: (678) 899-5491
gfreeman@stonemountaincity.org

"The most dangerous phrase in the language is 'we've always done it this way.'" – Rear Admiral Grace Hopper

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: City Attorney prepare a written legal opinion addressing conflict of interest regarding a candidate for City Council on the Ethics Board

Item: Action Item
City Council
Requested By: Council Member Gil Freeman

Summary:

This request was received from Council Member Gil Freeman. Requested Action:The City Council directs the City Attorney to prepare a written legal opinion addressing the following questions in regards to the recent Ethics Hearing:

Resource Impact:

No documentation.

Attachments/Exhibits: Email requesting agenda item

Requested Action: Requesting Mayor and Council to consider and approve this request.

From: Gil Freeman
To: Shavala Ames
Cc: Miglena Dimov; Mayor Beverly Jones; Shawnette Bryant
Subject: Agenda Action Item
Date: Friday, September 26, 2025 10:53:00 AM

Greetings Ms. Ames,

I am providing this well in advance of the next meeting so that it does not get buried in the agenda.

Requested Action:

The City Council directs the City Attorney to prepare a written legal opinion addressing the following questions in regards to the recent Ethics Hearing:

1. **Conflict of Interest – Candidate for City Council on Ethics Board**
    - Would it constitute a conflict of interest for a City Council candidate to continue serving on the Ethics Board, or should such a candidate who has qualified for the November 4th election be required to resign their position on the Board?
2. **Conflict of Interest – Dual Service on DDA and Ethics Board**
    - Does the current DDA Treasurer's service as a member of the Ethics Board present a conflict of interest under applicable law or ordinance?
3. **Quorum of the Ethics Board**
    - If one or more new members of the Ethics Board have not yet been sworn in, and those members were counted toward attendance, did the last meeting fail to meet quorum requirements?

Instruction:
The City Attorney is requested to cite the statutory, charter, ordinance, or case law authority relied upon in answering each question.

Forward Together,

Gil Freeman
Councilmember Post 4
City of Stone Mountain
875 Main Street
Stone Mountain, Georgia 30083
Cell: (678) 899-5491
gfreeman@stonemountaincity.org

"Integrity is what you do when no one is watching; it's doing the right thing all the time, even when it may work to your disadvantage." **- Tony Dungy**

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Review irregularities from the previous Ethics Board Meeting and take action to confirm and swear in newly appointed members

Item: Action Item
City Council
Requested By: Council Member Gil Freeman

Summary:

This request was received from Council Member Gil Freeman. Requested Action: To review irregularities from the previous Ethics Board Meeting and take action to confirm and swear in newly appointed members,

Resource Impact:

No documentation.

Attachments/Exhibits: Email requesting agenda item

Requested Action: Requesting Mayor and Council to consider and approve this request.

From: Gil Freeman
To: Shavala Ames
Cc: Mayor Beverly Jones; Shawnette Bryant
Subject: Agenda Items
Date: Wednesday, October 1, 2025 10:50:59 AM
Attachments: Outlook-h1tplrzf

Good morning Ms. Ames,

Please add the following as citizens had voiced numerous concerns that need to be addressed:

1. Action Item: Irregularities Regarding The Last Ethics Meeting and Confirmation/Swearing in of new members
2. bi-weekly financial action and discussion preparation for 2026 budget

Respectfully,

Gil Freeman
Councilmember Post 4
City of Stone Mountain
875 Main Street
Stone Mountain, Georgia 30083
Cell: (678) 899-5491
gfreeman@stonemountaincity.org

“The most dangerous phrase in the language is 'we've always done it this way.'” – Rear Admiral Grace Hopper

Item # 1.

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Safety App presentation

Item: Discussion/Presentation
City Council
Requested By: Mayor Beverly Jones

Summary:

This request was submitted by Mayor Beverly Jones. The application in question has been shared with the City previously; however, this presentation is intended to provide updated information.

Resource Impact:

No documentation.

Attachments/Exhibits: Email requesting agenda item

Requested Action: This is a discussion/presentation item.

From: Mayor Beverly Jones
To: Shavala Ames
Cc: Gil Freeman; Shawnette Bryant
Subject: Agenda Item
Date: Wednesday, September 24, 2025 8:10:20 PM

Ms. Ames,

I'd like to add Mr. Williams to next week's agenda. He will be giving a presentation on a safety app and will need access to the overhead projector. He will also send his information to you directly.

Mr. Williams has already shared an earlier version with the council members, and this will be his updated presentation for the City of Stone Mountain. If you have any questions or concerns, please don't hesitate to contact me.

Thank you,
Mayor Beverly Jones

Item # 2.

Agenda Item

Meeting Date: October 7, 2025

SUBJECT: Bi-weekly financial action and discussion preparation for the 2026 budget

Item: Discussion
City Council
Requested By: Council Member Gil Freeman

Summary:

This request was received from Council Member Gil Freeman.

Resource Impact:

No documentation.

Attachments/Exhibits: Email requesting agenda item

Requested Action: Requesting Mayor and Council to consider and approve this request.

From: Gil Freeman
To: Shavala Ames
Cc: Mayor Beverly Jones; Shawnette Bryant
Subject: Agenda Items
Date: Wednesday, October 1, 2025 10:50:59 AM
Attachments: Outlook-h1tplrzf

Good morning Ms. Ames,

Please add the following as citizens had voiced numerous concerns that need to be addressed:

1. Action Item: Irregularities Regarding The Last Ethics Meeting and Confirmation/Swearing in of new members
2. bi-weekly financial action and discussion preparation for 2026 budget

Respectfully,

Gil Freeman
Councilmember Post 4
City of Stone Mountain
875 Main Street
Stone Mountain, Georgia 30083
Cell: (678) 899-5491
gfreeman@stonemountaincity.org

"The most dangerous phrase in the language is 'we've always done it this way.'" – Rear Admiral Grace Hopper