Downtown Development Authority Meeting



Monday, January 27, 2025 at 6:30 PM

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

Agenda

I. I. Call to Order

1. Attendee Name / Attendee Participation (Present, absent, late for this meeting)

Chair Carl Wright

Vice Chair Thom DeLoach

Treasurer Denise Phillips

Board Member Sarah Hage

Board Member Michelle Dunbar

Board Member Robert Witherspoon

Board Member & Council Member Anita Bass

II. Approval of the Agenda

III. Approval of Minutes

- 1. Minutes from DDA Regular Meeting: December 9th, 2024
- Minutes from DDA Special Called Meeting: December 16th, 2024
- 3. Minutes from DDA Special Called Meeting: January 15th, 2025

IV. Citizen Comments

V. Director's Report

- 1. DDA Monthly Report to the DCA
- 2. DDA 2024 Accomplishments

VI. Council Report

VII. Old Business

- 1. Discussion/Action Item: Enhancement Grant Program
- 2. BEC/DDA Mardi Gras Agreement for FY2025
- Discussion Item: Caboose Project

VIII. New Business

- 1. Mural Agreement Between the DDA of City of Stone Mountain and Charity Hamidullah
- 2. Discussion Item: DDA Special Events Sponsorship Program

- 3. Discussion Item: Social Media
- 4. Discussion Item: Communication and Meeting with local businesses
- **5.** Discussion Item: Date for Strategic Planning Session
- IX. Executive Session to Discuss Personnel, Legal, and/or Real Estate (if needed)
- X. Adjournment



Downtown Development Authority Meeting

Monday, December 09, 2024 at 6:30 PM 875 Main Street, Stone Mountain, GA 30083

Regular Meeting Minutes

I. Call to Order

- Carl Wright called the meeting to order at 6:42 pm.
- Members Present: Carl Wright, Denise Phillips, Council Member Anita Bass and Michelle Dunbar. The DDA Legal Team also attended in person. Jenna Barclay and Thom DeLoach were absent from this meeting.

II. Approval of the Agenda

Anita Bass made a motion to approve the agenda, seconded by Michelle Dunbar.
 Unanimously approved.

III. DDA Chairperson / Words of Privilege

• The DDA Chairperson talked about the purpose and mission of the DDA.

IV. Approval of Minutes:

• DDA Regular Meeting Minutes: November 18, 2024: Motion by Michelle Dunbar to approve the minutes, seconded by Anita Bass. Unanimously approved.

V. Citizen Comments:

Dave Thomas mentioned the need for proper signage at the Lawn.

VI. Director's Report

 The DDA Director mentioned that the DDA's monthly report to the DCA has been submitted. The Director also provided update on the Façade Grant projects, and on the 2024 DDA Reimbursement by the City.

VII. Council Report

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

VIII. Old Business:

- 1. Discussion Item: Mural Project / 901 Main Street: The DDA Director mentioned that the mural survey has closed and over 250 people participated and provided feedback on their most favorite mural.
- 2. **Discussion Item: ULI Programs / mTAP:** there was a brief discussion about the program.

Section III. Item #1.

- 3. Action Item: Facade Grants / 979 and 977 Main Street: Motion by Denise Phillips to deny the Façade Grant requests for 979 and 977 Main Street, seconded by Anita Bass. Unanimously approved.
- 4. **Action Item: Approval of the DDA Budget for FY2025:** Motion by Denise Phillips to approve the DDA Budget for FY2025, seconded by Anita Bass. Unanimously approved.
- **5. Discussion Item: Opportunities for partnerships between the DDA and other organizations:** The DDA invited local businesses and organizations to submit their proposals for events or programs to the Board. The new initiatives should be related to the Main Street Program 4-point approach.

IX. New Business

Action Item: DDA 2025 Regular Meeting Calendar: Motion by Denise Phillips to approve
the proposed DDA Meeting Calendar for 2025, seconded by Michelle Dunbar. Unanimously
approved.

X. Executive Session to discuss Personnel, Legal, and/or Real Estate

- Motion by Michelle Dunbar to enter into an Executive Session, seconded by Anita Bass. Unanimously approved.
- Motion by Denise Phillips to exit the Executive Session, seconded by Michelle Dunbar. Unanimously approved.

XI. Adjournment:

Motion by Michelle Dunbar to adjourn the Regular Meeting, seconded by Denise Phillips. Unanimously approved.

Approved by the Board on:	
Carl Wright, Chairperson	Thom Deloach, Vice Chairperson



Downtown Development Authority Meeting

Monday, December 16, 2024, at 6:30 PM 875 Main Street, Stone Mountain, GA 30083

Special Called Meeting Minutes

I. Call to Order

- Carl Wright called the meeting to order at 6:32 pm.
- Members Present: Carl Wright, Denise Phillips, Council Member Anita Bass and Michelle Dunbar (arrived a few minutes late). The DDA Legal Team also attended in person. Jenna Barclay was absent from this meeting. Thom DeLoach attended virtually.

II. Approval of the Agenda

• Denise Phillips made a motion to approve the agenda with the request the DDA to go first into an Executive Session, and after that to continue with the next items on the agenda, seconded by Anita Bass. Unanimously approved.

III. Executive Session to discuss Personnel, Legal, and/or Real Estate

- Motion by Anita Bass to enter into an Executive Session, seconded by Michelle Dunbar. Unanimously approved.
- Motion by Denise Phillips to exit the Executive Session, seconded by Michelle Dunbar. Unanimously approved.

IV. Old Business:

- Discussion/Action Item: Mural Project Finalist: Michelle Dunbar recused herself of any discussion about this project. The DDA Chairperson announced Charity Hamidullah as the Finalist for the Mural Project, seconded by Denise Phillips. Unanimously approved. Next steps will be for the DDA and the Artist to sign an agreement.
- 2. Discussion/Action Item: 2025 IGA between the City of Stone Mountain and the DDA: the DDA are in the process of finalizing the agreement.

V. New Business

 Discussion/Action Item: DDA New Board Members: Motion by Denise Phillips to appoint Robert Witherspoon and Sarah Rasmussen as the new DDA Board Members, seconded by Michelle Dunbar. Unanimously approved. The two new members' terms will end on May 3rd, 2026.

VI. Adjournment:

Motion by Denise Phillip to adjourn the meeting, seconded by Anita. Unanimously approved.

Approved by the Board on:	
Carl Wright, Chairperson	Thom Deloach, Vice Chairperson



Downtown Development Authority Meeting

Wednesday, January 15, 2025, at 6:30 PM 922 Main Street, Stone Mountain, GA 30083

Special Called Meeting Minutes

I. Call to Order

- Carl Wright called the meeting to order at 6:35 pm.
- Members Present: Carl Wright, Denise Phillips, Council Member Anita Bass, Michelle Dunbar, Thom DeLoach, Sarah Hage and Robert Witherspoon. The DDA Legal Team also attended in person.

II. Approval of the Agenda

- Thom DeLoach made a motion to approve the agenda, seconded by Anita Bass. Unanimously approved.
- III. **Oath of Office Ceremony for DDA Members:** Oaths of Office were administered by the Honorable Mayor Pro Tem, Ryan Smith, for the following Members:

DDA Member Name	Position	Term Start / End Date
Thom Deloach	DDA Vice Chair	3/11/2024 to 3/11/2028
Michelle Dunbar	DDA Member	3/11/2024 to 3/11/2028
Robert Witherspoon	DDA Member	12/9/2024 to 5/3/2026
Sarah Hage	DDA Member	12/9/2024 to 5/3/2026

IV. Old Business:

- 1. Approval of the 2025 IGA between the City of Stone Mountain and the Downtown Development Authority of Stone Mountain: Motion by Denise Phillips to approve the proposed agreement, seconded by Michelle Dunbar. Unanimously Approved.
- **2. Discussion/Action Item: Enhancement Grant Program:** there was a brief discussion about converting the Façade Grant into an Enhancement Grant.

V. New Business

- 1. **BEC/DDA Mardi Gras Agreement for FY2025:** Carmen Malizia presented her event proposal for the Mardi Gras parade.
- Discussion/Action Item: Downtown Revitalization Strategy, mTAP Project
 Agreement: Motion by Thom DeLoach to approve the presented letter, seconded by
 Michelle Dunbar. Unanimously approved.

Section III. Item #3.

X. Executive Session to discuss Personnel, Legal, and/or Real Estate

- Motion by Anita Bass to enter into an Executive Session, seconded by Sarah Hage.
 Unanimously approved.
- Motion by Anita Bass to exit the Executive Session, seconded by Robert Witherspoon. Unanimously approved.
- Action Item, after the DDA Executive Session about the 1. BEC/DDA Mardi Gras
 Agreement for FY2025: Motion by Thom DeLoach to conditionally approve 25% of the
 verified expenses up to \$5,000.00, for the 2025 Mardi Gras event parade. The
 conditional portion will be for content changes of the agreement between BEC and the
 DDA, made by the DDA attorney; seconded by Michelle Dunbar. Approved unanimously.

XI. Adjournment:

Motion by Robert Witherspoon to adjourn the Special Called Meeting, seconded by Sarah Hage. Unanimously approved.

Approved by the Board on:	
Carl Wright, Chairperson	Thom Deloach, Vice Chairperson

Form Name: Submission Time: Browser: IP Address: Unique ID:

Location:

2024 Community Activity Reports December 29, 2024 1:45 pm Chrome 131.0.0.0 / Windows 50.207.61.118 1300739023

Section V. Item #1.

Main Street Community Reporting: Stone Mountain Classic **Designation Level** December Month of Report: Region: Region 3 **Community Population:** 5,001 to 10,000 **Person Reporting:** Maggie Dimov I would like a copy of this completed mdimov@stonemountaincity.org report emailed to: PROGRAM OPERATIONS What is the total dollar amount spent on 43307.32 your program's operational expenses during this reporting period? Please select all funding sources which DDA funds contributed financially to your program's monthly operational expenses: **EVENTS and VOLUNTEERS** Did any events occur downtown during the reporting period? Were any of these events funded No through or by the Main Street program? If known, please estimate the total 80 amount of volunteer hours for all events, board meetings and committee meetings hosted by the local Main Street program: *OPTIONAL REPORTING* 4 How many events occurred in the downtown district during this reporting period?

What is the total estimated attendance for all events:	2000	Section V. Item
Main Street Manager's Notes - Events	Four events occurred in Downtown for the month of December - Two Health & Wellness events - Christmas Caroling at the Gazebo on Main Street - Christmas Holiday Market and Parade Celebration	er:
JOB CREATION		
PROGRAM PROJECTS AND EXPE	ENSES	
NEW MAIN STREET STAFF		
Did your program hire any new staff this month?	No	
Did your program release staff this month?	No	
Complete and Certify		
By signing below, you verify that the information contained in this report is		

accurate to the best of your knowledge.

IGA CITY/DDA 2024; FY2024- Report on Main Street Program projects

Project Name	Total approved in the City's FY2024 Budget / Total spent
Landscaping Project – the project helped to improve the visual appeal and cultural richness of the city Main Street area and created a more attractive and vibrant environment.	Approved \$60,000.00 / \$53,221.93 spent
 On February 26, 2024, at their Regular Meeting, the DDA Board approved a Request for Proposal for Landscape Maintenance Services. The request included: scope of the project; area map and services that need to be provided along the Main Street corridor. A total of twelve (12) companies submitted their proposals. On April 29, 2024, at their Special Called Meeting, the DDA announced "Crabapple LandscapExperts" as the finalist in the bidding process. The 2024 landscaping project included: planting flowers on Main Street, at the small alley and at the entrance of the cemetery; placing mulch around trees and around the Depot; purchasing additional selfwatering pots, hanging baskets and maintaining the landscaping in the areas. 	
Mural Project – Murals can create a sense of community, beautify urban spaces, express historical and cultural identity, raise awareness about social issues, and inspire creativity and wonder. As such, they are a powerful tool for making cities more vibrant, engaging, and meaningful places to live.	Approved \$10,000.00 / \$10,000.00 to be spent in 2025
 In September 2024, the DDA released an RFQ for a mural project with targeted location: 901 Main Street. A total of 8 artists expressed interest in participating in the selection process. The DDA requested each artist to submit an artwork, and 4 artists provided their design idea for the proposed location. In December 2024: the DDA released a survey and invited the community to provide their feedback. Over 250 people participated. In a special called meeting in December, the DDA announced the finalist and started finalizing the agreements with the property owner and the artist. Due to the cold weather and low temperatures in December, the mural will be installed in 2025 (around the spring season). 	
Façade Grant - The Downtown Development Authority (DDA) created the Facade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.	Approved \$25,000.00 / \$12,337.50 spent
 Report - the following businesses were approved for a grant: Frozen Yogurt Place, 981 Main Street: for \$ 5,000.00 Granite Stone Mountain Distillery, 1054 Main St.: \$2,500.00 	

 Sweet Potato Café, 5377 Manor Drive: \$5,000.00 Aztec, 901 Main Street: \$1,087.50 	
Tunes By the Tracks – summer concert event series that include foot-tapping tunes and a noteworthy line up of local artists "On Tap" eight Fridays in May & June in Stone Mountain Village.	Approved \$7,500.00 / \$7,500.00 spent
Report – a total of 16 concerts were held in 2024 at no cost for the community; and also brought thousands of visitors in the city and helped promote the local businesses and downtown.	
Mardi Gras Parade – Mardi Gras is the culmination of one season and the beginning of another. The spring parade is one of Stone Mountain's most colorful and vibrant events, featuring party-like parades, elaborate costumes, lively music, and indulgent feasting.	Approved \$4,000.00 / \$4,000.00 spent
Report – Mardi Gras is one of the favorite and signature parades in Stone Mountain. The foot traffic report showed that over four thousand visitors came to the city on the day of the parade.	



DDA Agenda Item

Meeting Date: January 27, 2025

MEMO

SUBJECT: DOWNTOWN ENHANCEMENT GRANT PROPOSAL

Item: Discussion/Action Item

Department: DDA

Presented By: Maggie Dimov, Economic Development Director/DDA

The purpose of this memorandum is to propose changes to the Stone Mountain DDA Facade Grant Program and evaluate the uses of the streetscape improvement funds. The Downtown Development Authority may support qualified economic development projects with funds for certain physical improvements to eligible buildings within the district. These funds are granted only in consideration of major capital investments by private enterprises that may otherwise be cost-prohibitive due to the age, condition, or unique characteristics of the building, or any other conditions that might prevent a business from occupying space. The proposed program seeks to increase economic activity in Downtown Stone Mountain by incentivizing the creation of safe and attractive spaces that house viable businesses.

Façade Grant

The Downtown Development Authority (DDA) created the Facade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.

Fifty percent (50%) of the total cost of projects approved for grants will be funded one dollar for each dollar spent by the grantee, up to a maximum grant of \$5,000.00. The cost of projects exceeding \$5,000.00 are eligible for grants, but the additional cost will be the responsibility of the grantee. Projects are awarded on a first come, first served basis.

The program is administered by the DDA and currently has \$100,000.00 allocated to the fund. Final grant amounts are determined by the DDA Board after recommendation by the DDA Director.

Proposal:

Staff proposes to update/convert the Facade Improvement Grant Program into a Downtown Enhancement Grant.

The funds could be used for exterior improvements, both structural and superficial, including but not limited to:

- Appropriate signage
- Awnings
- Exterior painting and Façade improvements
- Door, and storefront or back entry feature restorations and changes
- Landscaping
- Window replacement, coverings and tinting
- Murals
- Patio shading, patio additions or expansions
- Outdoor seating
- Exterior lighting, including string lighting.
- Exterior planters
- Additional projects may be considered with proper justification.

Not Eligible Project Examples:

- General maintenance other than painting
- Roofs
- Personal property equipment
- Vinyl siding
- Indoor renovations
- Security systems
- Nonpermanent fixtures
- Billboards
- Equipment rentals
- Fees and permits.

1. The following rules would apply to all grant funds:

- a. The business is physically located within the downtown development area of the City of Stone Mountain.
- b. The business possesses a valid business license issued by and that was in good standing with the City of Stone Mountain as of August 1, 2024; Applicants must not be delinquent on payments of any City of Stone Mountain taxes, fees, or fines or have any active city code enforcement violations at the time of the application.
- c. Priority will be given to renovations designed to increase pedestrian activity and economic vitality.
- d. Proposed work must follow all applicable local zoning, life safety, and building codes.

- e. Requests for funds must be made via forms provided by the DDA at least two weeks prior to the next regularly scheduled DDA Board meeting, where applicants must present the project in person. Building tenants must have the property owner's permission to apply.
- f. Work may not begin until designs are approved by the DDA Board and the requirements for all applicable local permits are met.
- g. The DDA requires a dollar-for-dollar match, and will typically cap the DDA funding to \$10,000.00, however, exceptions may be granted to increase project funding above the set cap for reasons deemed compelling by the DDA.
- h. Funds from the DDA will be provided only after all work is verified to conform with the approved project plans and after a review of project invoices.
- i. *Projects are reviewed on a first-come, first-served basis. Funding levels for the program are determined by the DDA Board on an annual basis. Once funding is exhausted, applicants must wait until the next fiscal year to apply, unless the DDA Board elects to allocate additional funds to the program.
- j. The grant request is subject to denial if all applicable procedures are not followed.
- k. Grant is void if approved work has not begun within six months of approval by the DDA, unless an extension is requested.
- I. Construction, installation, and maintenance of the project is solely the responsibility of the applicant.
- m. The DDA Board may, at its sole discretion, deny the funding of any application or project.
- n. Upon reasonable request by the DDA, update the application and document submissions, including certification of completion of the proposed project work, paid receipts, and lien waivers.
- o. Upon advanced notice by the DDA, provide the DDA access to conduct a site visit of the project during the grant term.

2. Minimum qualifying application and document submissions that businesses must satisfy as a prerequisite to obtain a grant from the DDA:

- a. Name of the business, including name of legal entity and trade name, if any.
- Contact information about business owners and addresses of business.
- c. A brief statement of project work and need, including, but not limited to copies of drawings, plans, specifications; identification of all contractors or vendors; timelines of commencement and completion; and outline of all required permits or other approvals.
- d. Grant amount requested and intended use of grant funds.
- e. If applicable, date and proof of incorporation with the State of Georgia (e.g., copy of Articles of Incorporation or screen shot of filing status Georgia Secretary of State website at ecorp.sos.ga.gov/BusinessSearch).
- f. Date of issuance and proof of current business license issued by the City of Stone Mountain.
- g. Proof of location and length of operation of the business within the downtown development area of the City of Stone Mountain if different from current business license issued by the City of Stone Mountain (e.g., copy of lease agreement or utility bill).
- h. Statement as to ownership or lease rights in the physical location of business, including whether the business is in good standing and compliance with any mortgage or rent obligations as of August 1, 2024.
- i. Consent of landlord and/or property owner of the physical location of business, if applicable.

Staff welcome the DDA's feedback regarding the proposed changes and will look forward to discussing these at the next meeting.

Sincerely,

Maggie Dimov Economic Development Director

MURAL AGREEMENT WITH CHARITY HAMIDULLAH

THIS MURAL AGREEMENT (this "Agreement") is made and entered into as of January 27, 2025 (the "Effective Date") by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF STONE MOUNTAIN, GEORGIA, a public body corporate and politic created and existing under the laws of the State of Georgia (the "DDA") and CHARITY HAMIDULLAH, an individual resident of the State of Georgia ("Artist").

RECITALS

- A. The DDA is a body corporate and politic of the State of Georgia pursuant to the provisions of Article IX, Section VI, Paragraph III of the 1983 Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1 et seq., as amended (the "Act"), and Resolution 2006-26 adopted by the Mayor and Council of the City on September 18, 2006.
- B. The DDA is generally governed by a Board of Directors possessing those powers vested to it under the Act and charged with exercising supervisory control over the activities of the DDA in carrying out the functions authorized to it.
- C. The DDA and the City of Stone Mountain, Georgia, a municipal corporation of the State of Georgia, entered into Intergovernmental Agreements for 2024 and 2025 providing funding for mural projects to create a sense of community, beautify urban spaces, express historical and cultural identify, raise awareness about social issues, and inspire creativity and wonder for making the City of Stone Mountain a more vibrant, engaging, and meaningful place.
- D. Pursuant to the powers conferred by the Act and the Intergovernmental Agreements, the DDA issued a Request for Qualification on September 18, 2024 for a mural on an outdoor wall located at 901 Main Street, Stone Mountain, DeKalb County, Georgia 30083 (the "Property") and the building commonly known as "Aztec Cycles" owned by Aztec Collectives LLLP, a Georgia limited liability limited partnership ("Property Owner") (the "RFQ") as described in the RFQ attached hereto and incorporated herein as Exhibit A.
- E. Artist submitted a proposal to the DDA in response to the RFQ (the "Proposal") for an outdoor mural which satisfies the relevant criteria of the RFQ (the "Mural") as described in the Proposal attached hereto and incorporated herein as Exhibit B.
- F. The DDA approved the Proposal and Mural on January 27, 2025, subject to the execution of this Agreement, and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DDA and Artist agree as follows:

- **1.** <u>Incorporation of Recitals</u>. The Recitals set forth above are hereby incorporated as terms of this Agreement.
- **2. DDA Stipend for the Mural.** Subject to the terms and conditions of this Agreement, the DDA awards to Artist a stipend in the amount of Ten Thousand and 00/Dollars (\$10,000.00) (the "DDA Stipend") for the sole and express purpose of undertaking and completing the Mural.

- 3. <u>Disbursement of the DDA Stipend</u>. The DDA shall disburse the DDA Stipend to Artist in four (4) equal installments of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) payable as follows: (a) within fourteen (14) days of the Effective Date (the "First Disbursement"); (b) ninety (90) days after the Effective Date; (c) one hundred twenty (120) days after the Effective Date; and, (d) date of inspection of the Mural by the DDA verifying completion in accordance with the Proposal and this Agreement (the "Certification of Completion").
- **Mural Commencement and Completion Deadlines.** Artist shall commence the Mural within thirty (30) days after the First Disbursement (the "Commencement Date"). Artist shall complete the Mural within six (6) months of the Commencement Date (the "Completion Deadline"). This Agreement, including specifically the obligation of the DDA to fund and disburse the DDA Stipend shall automatically terminate in the event Artist has not commenced the Mural as of the Commencement Date.
- **5.** Representations and Warranties of Artist. Artists represents and warrants as follows:
 - a. Artist possesses all rights, approvals, and permissions necessary to complete the Mural, including as applicable copyright and trademark licenses or other agreements;
 - a. All work related to the Mural shall comply with all applicable federal, state, and local codes, ordinances, and permitting or other approval requirements;
 - b. Artist shall be responsible for the costs and expenses of any and all materials, supplies, and personnel to complete the Mural, including to the extent such exceeds the DDA Stipend;
 - c. Artist shall in completing the Mural utilize such methods, supplies, primers, paints, coatings, sealants, and other such finishes to protect and preserve the Mural for a minimum lifespan of ten (10) years, normal wear and tear excepted;
 - d. Artist shall in completing the Mural utilize such methods, supplies, primers, paints, coatings, sealants, and other such finishes to protect the Mural from vandalism and graffiti;
 - e. Artist shall be responsible for providing safety measures for all personnel working on the Mural;
 - f. Artist shall ensure that the Mural is protected from destruction, including by vandalism and graffiti, during completion of the Mural;
 - g. Artist agrees that upon completion of the Mural that the Mural shall become a part of the Property and owned by the Property Owner; however, Artist will retain her artist and copyright interests in the Mural inclusive of the right to reproduce and use images of the Mural for all purposes unless otherwise provided for in this Agreement;
 - h. Artist agrees to and hereby grants to the DDA and the Property Owner a non-exclusive, royalty-free license to utilize, publish, print, and/or advertise the Mural in any form in perpetuity commencing as of the Certification of Completion and releases and holds the DDA and the Property Owner harmless for any such use of the Mural;
 - i. The information and documentation submitted by Artist to the DDA, including the Proposal, remain true and correct in all respects as of the Effective Date, and there has not been any occurrence of a material adverse change; and,

- j. Artist agrees to cooperate in good faith, promptly, and fully with the DDA in the re-execution, correction, and/or completion of documentation associated with this Agreement and the Mural as may be required by the result of omission, mistake, typographical and math errors, or other causes, if same is deemed necessary or desirable by the DDA.
- 6. **Default by Artist.** Artist shall be in default of this Agreement if she fails to perform any of the obligations owed under the Agreement or no longer satisfies any of the representations or warranties set forth in Section 5, above, for more than thirty (30) days after written notice from the DDA. Following a default by Artist, the DDA may exercise one or more of the following remedies:
 - a. If the DDA Stipend has not been fully disbursed, the DDA may terminate this Agreement, including the obligation to disburse the DDA Stipend, in whole or in part, to Artist; or,
 - b. If the DDA Stipend has been fully disbursed, the DDA may demand repayment of the DDA Stipend from Artist; or,
 - c. Pursue any other legal or equitable remedies the DDA may have under this Agreement or applicable, including specific performance.
- 7. Notices. All notices to be sent hereunder shall be sent by Certified Mail, Return Receipt Requested, or shall be personally delivered to the respective parties, or shall be delivered by recognized overnight delivery service (such as Federal Express), or by e-mail or other electronic means, at the following addresses, or to such other address as a party may specify by duly given notice:

If to Artist: If to the DDA:

Charity Hamidullah 1449 Athens Avenue SW Atlanta, Georgia 30310

Email: charitymadeit@gmail.com

Downtown Development Authority of Stone Mountain, Georgia Attn: Maggie Dimov, Executive Director 875 Main Street Stone Mountain, Georgia 30083 Email: mdimov@stonemountaincity.org

8. Consent to Publication. Artist acknowledges and agrees that Artist's participation in the RFQ and the award of the DDA Stipend by the DDA may be published in written or digital content or otherwise shared and promoted publicly by the DDA and/or the City. Artist acknowledges and agrees that the DDA and/or the City may use Artist's name, likeness, image, and logo in any such public promotion of the RFQ, DDA Stipend, and/or Mural. Artist further acknowledges and agrees that the DDA and the Property Owner possess a non-exclusive, royalty-free license to utilize, publish, print, and/or advertise the Mural in any form in perpetuity commencing as of the Certification of Completion and releases and holds the DDA and the Property Owner harmless for any such use of the Mural

9. Miscellaneous.

- a. Artist may not assign any of Artist's rights under this Agreement.
- b. The DDA and Artist hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the DDA and Artist, and that no third-party beneficiaries are intended or created by this Agreement.

- c. This Agreement shall be governed by the laws of the State of Georgia and venue for any dispute shall lie exclusively in the Superior Court of DeKalb County, Georgia.
- d. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
- e. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- f. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- g. No act of forbearance or failure to insist on the prompt performance by Artist of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the DDA of any of its rights under this Agreement or applicable law.
- h. Artist has read and fully understands the provisions of this Agreement and freely and voluntarily approves and enters into this Agreement. Artist acknowledges that all services performed by Williams Teusink, LLC and its attorneys and staff (collectively, "Williams Teusink") are being performed at the direction of and on behalf of the DDA and that Williams Teusink does not represent Artist and that Artist was so advised and afforded full rights and a sufficient period of time to retain legal counsel or obtain independent advice as to any legal interests, rights, and obligations, including tax implications.
- i. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by digital signature or email as if they were original signatures.
- j. This Agreement constitutes an offer by the DDA to award the DDA Stipend to Artist pursuant to the terms and conditions set forth herein. Artist must execute this Agreement within thirty (30) days or this offer and the Agreement shall be void and of no further force or effect with the DDA being relieved of the obligation to disburse the DDA Stipend. In the event this Agreement is voided pursuant to this subsection due to the failure by Artist to timely execute the Agreement, Artist shall forfeit the DDA Stipend.
- 10. **Exhibits.** The following are exhibits attached hereto and made a part of this Agreement:

Exhibit A Request for Qualifications

Exhibit B Proposal

Exhibit C Property Owner Consent

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

ARTIST:	DOWNTOWN DEVELOPMENT AUTHORITY OF STONE MOUNTAIN GEORGIA, BY ITS BOARD OF DIRECTORS:
Charity Hamidullah	Carl Wright, Chair

EXHIBIT A

Request for Qualifications

City of Stone Mountain Downtown Development Authority Mural Project Request for Qualifications

875 Main Street, Stone Mountain, GA 30083

mdimov@stonemountaincity.org

NOTICE OF REQUEST FOR QUALIFACATIONS FOR DOWNTOWN DEVELOPMENT AUTHORITY MURAL

The City of Stone Mountain Downtown Development Authority, Georgia ("the DDA") is seeking services of a qualified mural artist with the direct knowledge, technical capability and experience in designing and installing outdoor murals.

Qualifications Due: Interested applications should submit qualifications by email no later than 5:00pm on Tuesday, October 8th, 2024, at 5:00 PM. Only digital images in PDF or JPEG format will be accepted and must be emailed to mdimov@stonemountaincity.org and cdubs0324@gmail.com.

Project Location: 901 Main St, Stone Mountain, GA 30083

Property Owner of the Mural: The Downtown Development Authority of the City of Stone Mountain

The City of Stone Mountain Downtown Development Authority reserves the right to:

- Request additional information
- Extend the due date of the RFQ
- Adjust the timeline
- Interview any or all applicants
- Reject, in whole or in part, any of all submittals
- Obtain additional submittals beyond the due date if submittals received are unsatisfactory
- Cancel, in whole or in part, of this RFQ

All submittals will become property of the City and the Downtown Development Authority and are subject to Public Information Requests.

The RFQ is not a contract or a commitment of any kind by the City and/or DDA and does not commit to the City and/or the DDA for any cost incurred in preparation of the response to this RFQ.

I. Call Summary

This RFQ is to select an artist(s) to produce a mural on an outdoor wall located at 901 Main St, Stone Mountain, GA 30083 also known as Aztec Cycles. Applicants are due by Tuesday, October 8th, 2024 at 5:00pm with finalists to be selected by on or around October 28, 2024. Project installation artwork will take place from Mid-November-December 2024, with an anticipated completion date of March 2025, and with a budget of \$10,000.00.

II. Project Description

Type of Project: Outdoor Wall Mural

Surface of the Project: Bricks

Area for Mural: 840 Sq Feet (56' length and 12' height).
Project Address: 901 Main St, Stone Mountain, GA 30083

Condition of Surface: fair

• The Mural must include the City's Logo

III. Art Goals

The Downtown Development Authority mural project seeks to bring beauty to what would otherwise be a cold, blank wall and celebrate the energy and diversity of the local area. Given the wide range of potential visitors and diverse cultures of the residents that travel down Main Street, the mural should celebrate diversity, mission, and values. The mural should highlight the City of Stone Mountain rich cultural history while developing new expressions for the current times and enthusiasm about its future. This mural shall transform this wall face into a vibrant, colorful, and welcoming element to the City of Stone Mountain.

IV. Mission and Vision Statement of the Downtown Development Authority

The Mission of the Downtown Development Authority is: to lead and manage the downtown revitalization and economic growth of the city. The DDA serves as an advocate and resource to new and existing businesses, implements new development and redevelopment of existing buildings within the downtown area, and creates programs and policies to foster a vibrant and invigorating downtown area.

The Vision of the Downtown Development Authority is: The gateway to Georgia's most-visited Destination, Stone Mountain Village flourishes as a distinctive community anchoring eastern Dekalb County. Equal Parts hamlet and vibrant business district, Stone Mountain Village possesses the walkable, connected environment its residents crave while promoting opportunities that all entrepreneurs and long-time business owners alike to thrive. A welcoming community that knows its past, welcomes its future, and embraces its identify of creative and diverse people, restaurants, businesses, gathering spaces, and attractions will sustain its future

V. Artist Eligibility

- Artist must have completed exterior murals in public spaces
- Artist teams are acceptable
- All art must be original and may not have been produced in any form elsewhere
- Artist must provide and maintain insurance to cover claims for damages for personal injury, bodily injury, and property damage. The artist shall require all subcontractors to provide and maintain insurance
- The artist will bear the entire risk of loss or damage to the work during design, fabrication, packing, shipping, and installation
- A maintenance plan will be required upon selection of the art

VI. Submission Requirements

Cover Sheet:

Include Name, address, telephone number, website (if applicable), and email address of the
artist to receive all project information or any official correspondence related to the mural

Artist Resume and References

• Include degrees held, a summary list of exhibitions/public art project completed during the past five (5) years, awards, current gallery affiliations, and grant/fellowships. Please include two (2) references from previous work experience as well.

Digital Image of Past Work

- Only digital images in PDF or JPEG format will be accepted and must be emailed to mdimov@stonemountaincity.org and cdubs0324@gmail.com.
- Up to ten (10) images of past work may be sent. Please bundle all photos in one email with your overall application if possible. If the file is too large, zipped files will be accepted or links to download images may be arranged.
- Annotated list of images to include description, material, location, budget, client, or commissioning organization.

Statement

- Based on your community interaction and research, please describe your initial concept(s)
 on the project. Specifically address the proposed work from a conceptual, thematic, and/or
 emotional point of view
- Please describe the concept basis for the proposal
- Please describe your initial impressions of and projected approach to this art project

VII. Schedule of Events

While the DDA requests that the artist provide a project timeline from start to finish, we recommend that applicants take into consideration the winter season, as outdoor painting may be restricted during cold months. The selected artist will have a total of six months to complete the project. Please indicate in your proposal whether you will require the full six months, or if you anticipate completing the mural in a shorter timeframe. We suggest completing the mural within two weeks to two months if weather conditions allow, but the full six-month period is available if necessary.

VIII. Timeline

Applications must be received by Tuesday, October 8th, 2024 at 5:00 pm. Only digital images in PDF or JPEG format will be accepted and must be emailed to mdimov@stonemountaincity.org and cdubs0324@gmail.com. There will be no mailed submissions accepted.

Two (2) to three (3) finalists will be selected by the Downtown Development Authority and the property owner of 901 Main St, Stone Mountain, GA 30083.

Attachment A: Dimension of the Wall





Attachment B: Project Location: 901 Main St, Stone Mountain, GA 30083



Attachment C: City of Stone Mountain Logo



Section VIII. Item #1.

EXHIBIT B

Proposal



CITY OF STONE MOUNTAIN DOWNTOWN DEVELOPMENT AUTHORITY MURAL PROJECT REQUEST FOR QUALIFICATIONS

2024

ATLANTA, GA

ORGANIZED BY:

Charity Hamidullah 678.596.7057 charitymadeit@gmail.com 1449 Athens Ave. SW Atlanta, GA 303

PROPOSED TO:



Charity Hamidulah lives and works in Atlanta, GA since 2010 1989 - Born in Rochester, NY charitymadeit@gmail.com 678-596-7057

Residences

Current to March 2025 - The Creative's Project - Atlanta, GA 2019 - The Yards Collective (Selected January Residency.) Rochester, NY

Honorable Mentions

2024 - ArtsATI 2024 One's to Watch

2024 - Atlanta Regional Commission - Culture & Community Design Cohort, Atlanta, GA 2024 - Beltline Business Ventures Program , TILA Studios , Atlanta , GA 2019 - TILA Studio Member. Atlanta, GA

2019 - Blackberry Arts Collective Member. Atlanta, GA

Designer Collaboration

2024 - Nighthawks, Atlanta Ballet, Set & Costume Design . Atlanta, GA

December 2018 - April 2019 - The Yards Collective. Rochester, NY

Selected Poetry Projects 2022 - MARTA RINSE + REPEAT - Atlanta, GA

Public Art Projects

2024 - Stacks Squares - Round 15 - Atlanta, GA

2024 - Beltline Installation at Piedmont Park - Atlanta , GA

2024 - Rolling Down Peachtree - Atlanta, GA 2024- Living Walls - I AM MINE/ WE ARE OURS - Atlanta, GA

2023 - Safe Lee Art Project - Marta Artbound & Artzybella - Atlanta , GA 2023 - Spruill Arts Center - Amplify 2023 - Dunwoody, GA

2023 - ArtsXchange - East Point , GA

2022 - Atlanta City Studio - Broad Street Intersection Mural - Downtown Atlanta, GA

2021 - Elevate ATL + Articulate ATL - Live Art Installation at MET ATL - Atlanta, GA 2021 - Elevate ATL + Articulate ATL - Five Points Carts - Atlanta, GA

2019 - Pianos for Peace. - Atlanta, GA

2019 - Fulton County + Marta. Book Box Project. - Atlanta, GA 2019 - Elevate ATL - Mural Installation - Pittsburgh, Atlanta, GA 2019 - TILA Studios + Dashboard + National Night Out - English Avenue Congregate. Atlanta, GA

Selected Mural Projects 2024 - Sunny Dayz Mural Festival - Ponca City, OK 2023 - META Installation - Atlanta, GA

2023 - Highside Market - Columbus, GA 2023 - The Mural Fest - South Salt Lake, Utah

2023 - Saltbox - Atlanta, GA

2023 - Forged Steel Fitness – Atlanta, GA 2022 - Magic City Mural Festival - Birmingham, AL 2022 - Mural Installations at Illion Condos - Marietta, GA

2022 - Articulate ATL + GA TECH Collage Mural - Atlanta, GA

2022 - Target + Beautify Earth Installation - Lawrenceville, GA 2022 - Articulate ATL + GA TECH Mural - Atlanta, GA

2022 - Black Voters Matter - John Lewis Mural - Griffin, GA

2022 - Microsoft Atlantic Yards - <u>Manifest Your Greatness</u> - Atlanta, GA 2021 - National Domestic Worker's Alliance- Dorothy Bolden Tribute - Atlanta, GA

2021 - GO VOTE Mural Installation - Atlanta, GA

2021 - Castleberry Hill Traffic Box Project - Átlanta, GA 2020 - National Domestic Worker's Alliance - Care is Essential Campaign Mural - Atlanta, GA

2020 - Piedmont Heights Traffic Box Project - Atlanta, GA

2020 - Stacks Squares Mural Installation- Atlanta, GA 2020 - Burning Bridges Mural Festival - Chattanooga, TN 2019 - Elevate 2019 - City of Atlanta, Mayors Office of Cultural Affairs, Atlanta, GA

2019 - Village Market ATL - Ambience Studios, Atlanta, GA

2017 - Forward Warrior for Cabbagetown. Atlanta, GA 2016 - Forward Warrior for Habitat for Humanity. Atlanta, GA

2016 - Tapeworm Cellular. Atlanta, GA

2015 - Creative Approach ATL. Atlanta, GA 2014 - Purple Corkscrew Atlanta, GA

Selected Exhibitions

2024 - Echoes - Callonwalde Arts Center - Atlanta. GA

2024 - Atlanta Contemporary Museum - Installation - <u>All The Moving Parts</u> 2024 - A&E and Dashboard US Digital Group Exhibition - <u>Look at Me Living</u> - Atlanta, GA

2023 - The Creative's Project Group Show - Atlanta, GA 2023 - We Need Love - Adama ATL - Atlanta, GA

2023 - City of Ink Anniversary Show - Atlanta, GA

2023 - Gods of Change , Pelgrum Gallery , Atlanta, GA 2022 - Articulate ATL, Mint Gallery, Atlanta, GA 2021 - Reclamation Art Show, Tri-Cities Gallery, Atlanta, GA

2019 - Reclamation Art Show , Sinclair Gallery, Atlanta, GA 2019 - Summer Art Exhibit. Facet Gallery. Atlanta, GA 2019 - Articulate ATL. Mason Fine Art Gallery. Atlanta, GA

2019 - Catch me in the A - Sinclair Gallery - Atlanta, GA 2019 - January Residency Art Show - The Yards Collective – Rochester, NY 2018 - Member's Art Show - The Yards Collective - Rochester, NY

2018 - GLOW VOTE. Studio 297. Atlanta, GA

2018 - Articulate ATL. Mason Fine Art Gallery . Atlanta, GA

2017 - Articulate ATL - Mason Fine Art Gallery - Atlanta, GA 2017 - City of Ink Anniversary Show - Peter Street Station - Atlanta, GA

2016 - Articulate ATL -. Mason Fine Art Gallery - Atlanta, GA 2014 - Atlanta Renaissance – W Gallery – Miami, FL



REFERENCES

Esohe Galbreath -

Articulate ATL -

P: +1 (404) 849-3529

E: egalbreath@sohesolutions.com

Chloe Alexander -

The Creative's Project

P: +1 (404) 406-3450

E: chloe@thecreativesproject.org

Dorian McDuffie Atlanta City Studio

P: +1 (470) 698-5488

E: DMcDuffie@atlantaga.gov



STATEMENT



I am thrilled to express my interest in submitting a mural concept for the City of Stone Mountain. My vision for this project is deeply inspired by my personal journey of hiking to the peak; where the sense of accomplishment fills me with the belief that I can rise above all of life's challenges. Sharing this profound experience with others on the mountain, I am inspired to weave this connection into the mural creating a rich sense of unity amongst many who share similar experiences during their visit or stay.

In this mural, I aim to capture the colorful vibrancy of the diversity and culture that Stone Mountain invites. The blending of people through our various journeys will be told through the fluidity of the design, celebrating the rich tapestry of stories and backgrounds that converge on this majestic peak.

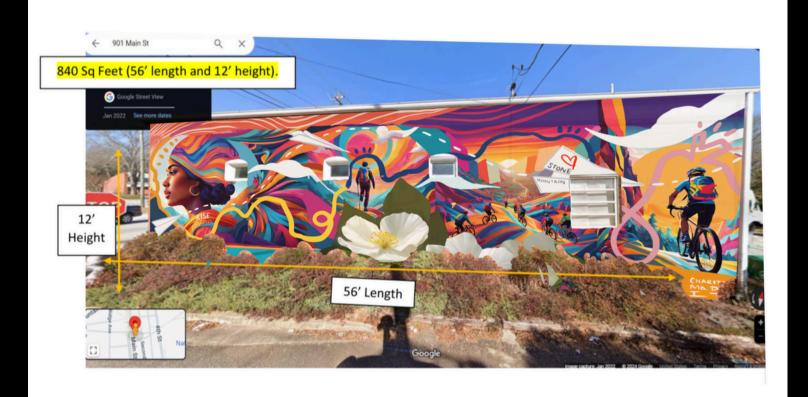
This design concept is emotionally charged, reflecting the essence of Stone Mountain. It features imagery of individuals rising above the mountain, embodying the triumph over life's obstacles through a connection to the city and self-care. This mural will convey a powerful message of mental wellness and the transformative experience of visiting Stone Mountain.

I believe this concepts will resonate deeply with the community and visitors alike, celebrating the spirit and diversity of Stone Mountain while inspiring many to continue to rise in our journeys together. I look forward to the opportunity to contribute to this project and bring my ideas to life but no matter the outcome I am grateful to submit my proposal and dream with the City of Stone Mountain.

Thank you for considering my submission.

CONCEPT DESIGNAL INCOME.







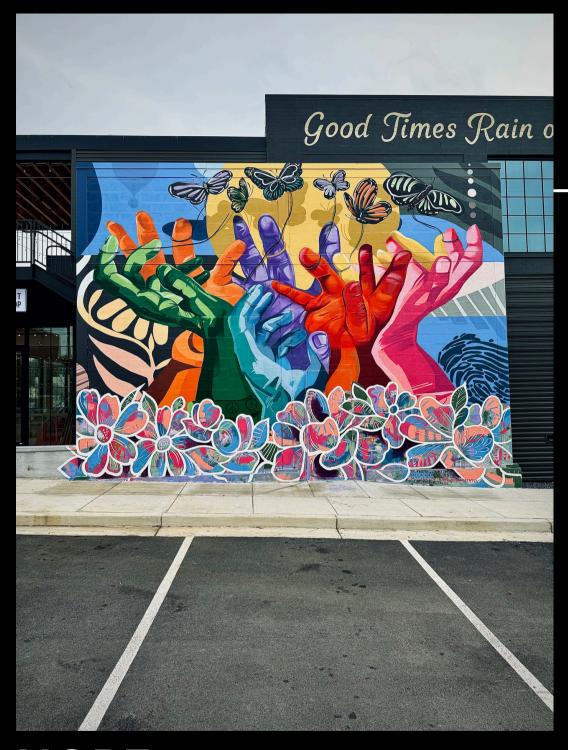
PORTFOLIO



SOUL FOOD FOR SOSALA

2023 The Mural Fest, South Salt Lake, UT

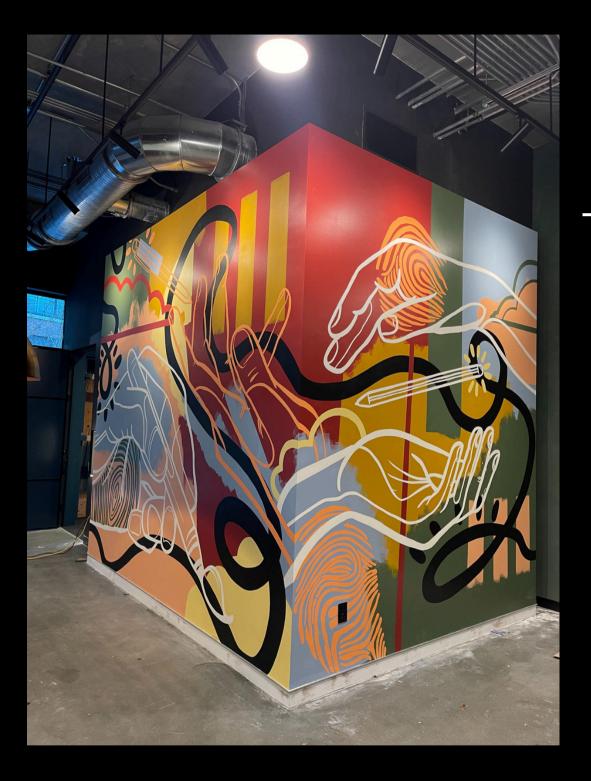




HOPE

2023 - Highside Market, Columbus, GA

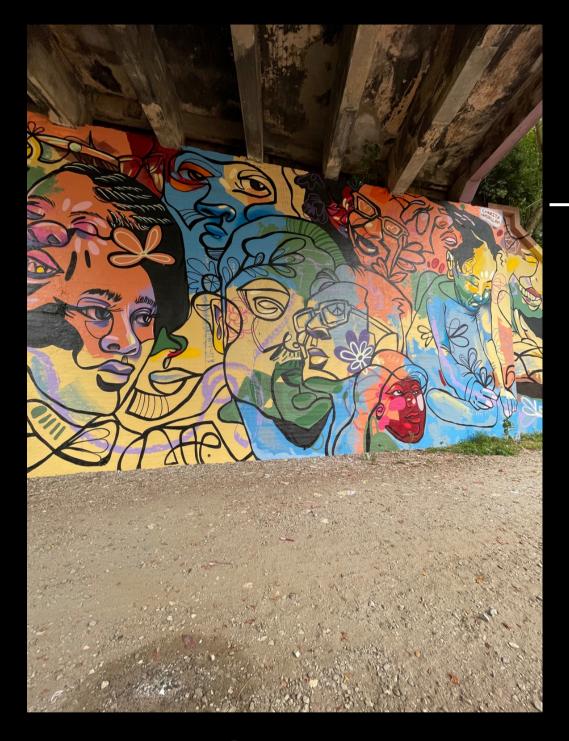




MANIFEST YOUR GREATNESS

2022 Microsoft Atlantic Yards, Atlanta, GA

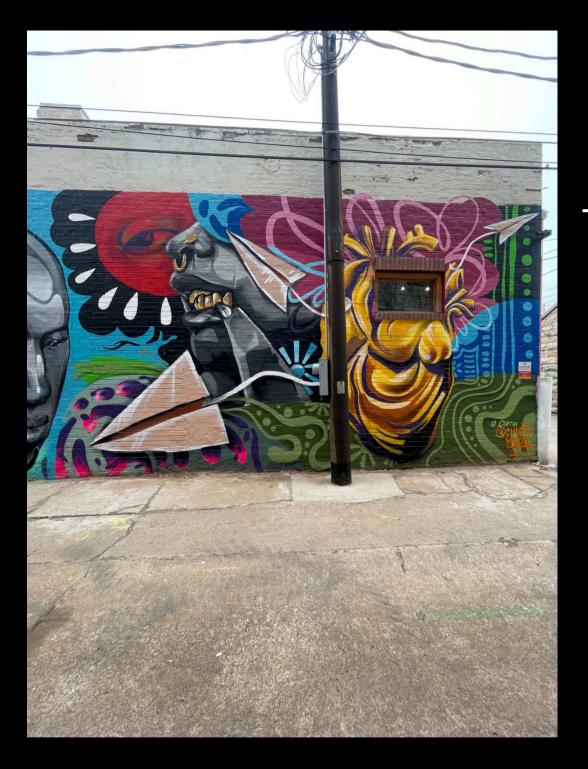




So grateful you're here.

2024- Piedmont Park - Atlanta Beltline, Atlanta, GA





ENVELOPED IN LIGHT

2024- Sunny Dayz Mural Festival , Ponca City, OK





DO IT FOR MECHANICSVILLE

2022 The Urban Advocate, Atlanta, GA





WE ARE THE FLOWERS

2024, LIVING WALLS



ANNOTATED KEY

1.s Title: Soul Food for SosaLa Location: South Salt Lake City, UT Date: April 28th, 2023 (completed)

Date Performed: April 20th, 2024- April 27th, 2024

Media: Latex and Spray Paint Dimensions: 25ft by 80 ft

Project Scope: Mural install was selected and installed for South Salt Lake City Mural Fest in 2023. This piece was made to honor food that

Brings communities together and fuels our souls.

Budget: \$4,000.00

Title: HOPE

Location: Highside Market, Columbus, GA

Date: September 9th, 2023

Date Performed : August 30, 2023 - September 7th, 2023

Media: Latex and Spray Paint Dimensions: 18ftx 24 ft

Project Scope: Mural install was selected and installed for Highside Market. Client wanted piece to honor the diversity and change that was occurring in the future of Columbus. GA

Budget: \$20.000

Title: Manifest your Greatness

Location: Microsoft Atlantic Yards, Atlanta, GA

Date: February 24, 2022

Date Performed: February 14th, 2022 - February 24th, 2022

Media: Latex Paint Dimensions: 18ft x 40 ft

Project Scope: Mural install was selected and installed at Microsoft Atlantic Yards. This piece was to honor my personal love and connection for Atlanta while showcasing the impact the

Microsoft Pen has had on my creation and elevation as an artist.

Budget: \$24,500

Title: So Grateful You're Here

Location: Piedmont Park, Park Drive, Atlanta, GA

Date: June 28, 2024 (completed)

Date Performed : June 13th, 2024- June 28th, 2024

Media : Latex and Spray Paint

Dimensions : 40ftx 80ft Bridge Installation

Project Scope: Mural install was selected and installed for Art on the BeltLine 2024 Installation Period. This mural's conceptual design is centered around the unity that lives on the BeltLine

while showing gratitude to the people, animals and plants that make this place beautiful.

Budget: \$30,000

Title: Enveloped in Light Location : Ponca City, OK Date: May 28th, 2024 (completed)

Date Performed: May 22nd, 2024 - May 27th, 2024

Media: Latex and Spray Paint Dimensions: 20ft x 24ft

Project Scope: Mural install was selected and installed for Sunny Dayz Mural Festival in Ponca City, OK. This festival was for female and non-binary muralists. My piece honored the light in all

of the little things. From smiles, to southern gold grills, nails, to empowerment, patterns came together to pay homage to embracing the uniqueness of our identity.

Budget: \$4,500

Title : Do It for Mechanicsville

Location: Windsor Plaza, Mechanicsville, GA

Date: July 9th, 2022

Date Performed: June 15th, 2022 - July 8th, 2022

Media: Latex and Spray Paint Dimensions: 25ft x 80ft

Project Scope: Mural install was selected and installed for a collaboration with Guns Down Mechanics ville Initiative curated by The Urban Advocate. This mural was made to reimagine space

for Mechanicsville which is predominantly underserved and flooded with crime.

Budget: \$15,000

7. Title: We are the flowers

Location: Pullman Yards, Atlanta, GA

Date: April 2024

Date Performed : April 10th- April 18th

Media: Latex and Spray Paint Dimensions: 25ft x 40 ft

Project Scope: Mural install was selected and installed for a collaboration with Living Walls as a project of women and non-binary individuals be seen and heard in our journeys.

Budget: \$5,000



THANK YOU FOR YOUR TIME & CONSIDERATION.

For any questions or feedback please email charitymadeit@gmail.com

EXHIBIT C

CONSENT OF PROPERTY OWNER

The undersigned as the owner of the Property consents to and approves of the Agreement and the Mural, including, but not limited to the completion of the Mural by Artist on and at the Property and the limitations of liability and obligations of the DDA for the same under this Agreement. The undersigned grants an irrevocable license and permission for Artist to enter upon the Property in order to complete the Mural. The undersigned further grants and irrevocable license and permission for the DDA to enter upon the Property for the purposes and privileges afforded under this Agreement to inspect, maintain, and otherwise use and promote the Mural as set forth.

Michelle Dunba	r, General Partner
2276 Creekview	Trail
Decatur, Georgi	a 30035
	ztec-cycles.com