



## MAYOR & CITY COUNCIL PUBLIC HEARING/ WORK SESSION AGENDA

**This meeting will be IN Person**

[Link to join Webinar](#)

<https://us06web.zoom.us/j/82368770974?pwd=UzA4ZHBKakhWL2VZUIIZSzRhQ0RGUT09>

Tuesday, January 16, 2024 @ 6:30 pm

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

### CALL TO ORDER

### DETERMINATION OF A QUORUM

### INVOCATION AND PLEDGE

### 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.*

### REVIEW OF THE JOURNAL (City Clerk)

### READING OF COMMUNICATIONS

### ADOPTION OF THE AGENDA OF THE DAY

### COMMITTEE DISCUSSION ITEMS

- A. Planning Commission
- B. Economic Development/Downtown Development Authority
- C. Historic Preservation Commission
- D. Parks and Recreation Committee

### STAFF REPORTS

- A. Public Safety- Assistant Police Chief- Major Parks

### CITY MANAGER'S REPORT

- A. City Manager- Darnetta Tyus

### COUNCIL POLICY DISCUSSION TOPICS

#### UNFINISHED BUSINESS

1. Request Approval to purchase 2024-PD05 Motorola APX6000 - Additional Purchase- (\$32,386.00) SPLOST 1
2. Request Approval to purchase 2024-PD02 - Computer Workstations - Shift Supervisors and Patrol Lieutenant (\$5,785.00) SPLOST 1
3. Request Approval to purchase 2024-PD06 – Replacement of Cabinets, Desks, Secure Storage Lockers for Sergeants, CID (\$19,500.00) SPLOST 1
4. Discussion on the 2024 Healthy City Campaign Grant in the amount of \$30,000 to accompany the outdoor fitness court (Councilmember Marianos)

## **NEW BUSINESS**

1. Matthew McConnell has submitted a letter of interest to serve on the Planning Commission (Richard Edwards)
2. Tunisia Broome has submitted a letter of interest to serve on the Planning Commission (Richard Edwards)
3. Elizabeth Richmond has submitted a letter of interest to serve on the Historic Preservation Commission (Richard Edwards)
4. Discussion on the Dekalb County Land Bank Authority (Councilmember Freeman)
5. Wayfinding Signage throughout the city (City Manager)
6. Request Mayor Jones appoint a new member to the Ethics Board (Assistant City Manager-City Clerk)
7. Discussion regarding proposed amendments to City Code Sec. 2-29 (Rules of Procedure) (City Attorney)
8. Discussion regarding order of succession for Mayor Pro Tem (Mayor Pro Tem Smith)
9. CPL Invoice for Rockborough Subdivision visit pertaining to Traffic Calming petition (City Manager)

## **NEW ORDINANCES AND RESOLUTIONS**

1. Ordinance 2024-01 Fee Schedule Text Amendment Sec. 5-42
2. Ordinance 2024-02 Fee Schedule Text Amendment Sec. 23-73
3. Adoption of the City of Stone Mountain Fee Schedule

## **REMARKS OF PRIVILEGE**

## **ANNOUNCEMENTS BY THE MAYOR**

## **EXECUTIVE SESSION TO DISCUSS PERSONNEL, LEGAL, AND/OR REAL ESTATE (if needed)**

- A. Real Estate
- B. Personnel
- C. Legal

## **ADJOURNMENT**

CITY OF STONE MOUNTAIN  
 POLICE ACTIVITY STATISTICS  
 December 1-2023 - December 31-2023

| <b>ACTIVITY</b>   | <b>DAY A-SHIFT</b> | <b>DAY B-SHIFT</b> | <b>MORNING C-SHIFT</b> | <b>MORNING D-SHIFT</b> | <b>TOTALS</b> |
|-------------------|--------------------|--------------------|------------------------|------------------------|---------------|
| Calls             | 41                 | 43                 | 64                     | 24                     | 172           |
| Arrests           | 4                  | 4                  | 8                      | 6                      | 22            |
| Citations         | 55                 | 20                 | 43                     | 23                     | 141           |
| Warning Citations | 14                 | 6                  | 30                     | 5                      | 55            |
| DUI               | 0                  | 0                  | 0                      | 0                      | 0             |
| VGCSA             | 0                  | 0                  | 0                      | 0                      | 0             |
| Parking Citations | 0                  | 0                  | 2                      | 0                      | 2             |
| <b>TOTALS</b>     | <b>114</b>         | <b>73</b>          | <b>147</b>             | <b>58</b>              | <b>392</b>    |
|                   |                    |                    |                        |                        |               |
| Incident Reports  | 161                |                    |                        |                        |               |







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

DATE: January 16, 2024  
TO: Mayor and City Council  
FROM: City Manager Darnetta Tyus  
RE: City Manager's Report

1. LED Lightening Repair

More information will be forthcoming from Richard Gresham on Monday (1/15/2024)

2. Project Update

Sinkhole Preliminary Assessment Update by Jonathan Eggleston

- A. 682 Rockborough Dr.
  - Completed
- B. 5311 Zachary Dr.
  - Repaired drop inlet and all concrete work has cured.
  - Pipe replacement will begin week of January 15th.
- C. 887 Churchill Court
  - Completed November 3, 2023
- D. 1001 Hill Street @ McCurdy Park (2 holes)
  - Work will start once Zachary Drive repair is finished.
- E. Ridge & JBR
  - Right-of-way issues to be addressed with CSX at upcoming meeting.
- F. Rosewood & Lucille
  - As of right now there is no need for repair, will continue to monitor on a regular basis.
- G. 768 3rd Street and E. Mountain in front of Stone Cliff Townhomes
  - The frame is being fabricated by Tucker Welding. Once part is received repair will be completed
- H. Rankin Street
  - will be completed after Zachary and after Hill

All deadlines for the projects listed above are dependent on the availability of materials. A lag in delivery dates will be push out completion dates.

**MEMORANDUM**  
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RE: City Manager's Report

3. Outdoor Gym:

The proposed "Outdoor Gym" project aims to establish a fitness facility in Stone Mountain, encouraging outdoor physical activities for residents. The project includes the installation of a concrete slab, assembly of fitness equipment, and a Studio Add-on for versatile fitness activities. The estimated total cost is \$239,500.00, with detailed breakdowns for each component. A payment of \$165,000.00 is due on January 18, 2024, crucial for initiating the project. Key components involve the foundation through concrete slab installation, fitness equipment assembly, and the Studio Add-on. The project's approval is scheduled for discussion during the Council meeting on January 16th. If approved, NFC will oversee the project, and in case of any hurdles, a contingency plan exists for potential reallocation in 2025. Please find attachments.

4. Events Calendar for City of Stone Mountain

Please find the attachment of the Events Calendar for the City of Stone Mountain.



# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

Created Date 11/16/2023  
Quote Number 00001021  
Bill To Name Stone Mountain, GA  
Bill To 875 Main Street  
Stone Mountain, GA 30083  
US

| Description   | Quantity | Total Price  |
|---|----------|--------------|
| 2024 - Fitness Court® and National Campaign Resources | 1.00     | \$160,000.00 |
| Fitness Court® Studio Add-On                          | 1.00     | \$35,000.00  |
| NFC National Grant Funding Award                      | 1.00     | -\$30,000.00 |
| Tax %   | 0.0000%  |              |
| Grand Total   |          | \$165,000.00 |

## Terms

### 1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance, and freight. These payment terms will apply unless both parties have agreed to other approved payment terms.

### 2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

### 3. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See [nationalfitnesscampaign.com/warranty](http://nationalfitnesscampaign.com/warranty) for details.

### 4. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court that they are responsible for the following items concerning the purchase of the Fitness Court which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- Purchaser acknowledges that all sponsors providing funding for the Fitness Court shall not be held liable for any risk associated with the installation of or use of the Fitness Court.
- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court and all defects related to the installation of the Fitness Court shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.

### 5. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, and Purchaser Obligations.



# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

|              |   |
|--------------|---|
| Created Date | 11/16/2023  |
| Quote Number | 00001021  |
| Bill To Name | Stone Mountain, GA                                |
| Bill To      | 875 Main Street<br>Stone Mountain, GA 30083<br>US |

# 2024 CAMPAIGN FUNDING REQUIREMENT



## NFC PROGRAM FUNDING

The Fitness Court® Studio and National Campaign Services

\$ 195,000



National Fitness Campaign Grant Award

(\$30,000)

Fitness Court® Studio Art Options: *(note: powder-coating color and included art design dependent on state sponsor)*



Design Studio Standard Art  
Included



Local Artist  
\$25,000

OPTIONAL

**\$ 165,000**

**NFC PROGRAM TOTAL**

## CONCRETE SLAB (FULL STUDIO DIMENSIONS 38X76)

Can be performed in-house or in-kind

est. \$ 0-40,000

## NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court® Studio Assembly  
Art & Graphic Installation  
Installation Partner *(separate agreement)*

**\$ 32,500**

*With Prevailing Wage Rates: \$34,500*

Fitness Court Studio Installation is a specialized installation that requires expertise, proper certifications, and proven field experience

**INSTALLATION & CONCRETE TOTAL ESTIMATE**

**\$ 32,500-72,500**

# STEP 3

**AWARDEE TOTAL REMAINING FUNDING REQUIREMENT**  
PROGRAM + INSTALLATION

**\$197,500-**  
**\$237,500**

Includes standard art installation, does not include prevailing wage rates

# STEP 3

## 2024 CAMPAIGN FUNDING REQUIREMENT

### NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services

\$ 160,000

NFC Grant Funding Award  (\$30,000)

#### Art & Custom Color Options



NFC Standard  
Included



NFC Design Studio  
\$10,000



Local Artist  
\$25,000



Featured Artist  
\$35,000

OPTIONAL

**\$ 130,000**

**NFC PROGRAM TOTAL**

### CONCRETE SLAB

Can be performed in-house or in-kind

est. \$ 0-20,000

### NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly

Art & Graphic Installation

Installation Partner (separate agreement)

Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field experience

\$ 25,000

With Prevailing Wage Rates: \$27000

**INSTALLATION & CONCRETE TOTAL ESTIMATE**

**\$ 25,000-47,000**



**AWARDEE TOTAL REMAINING FUNDING REQUIREMENT**

PROGRAM + INSTALLATION

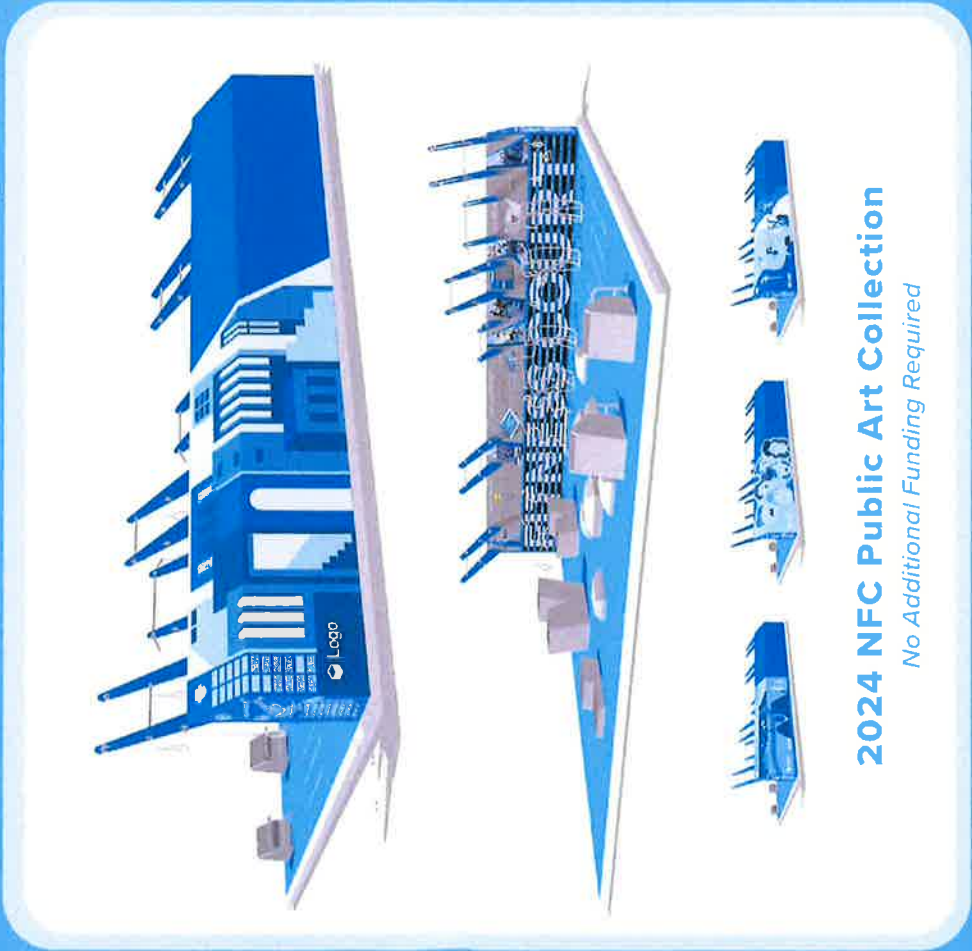
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**\$155,000-**  
**\$177,000**

Includes: subcontractor cost collection

# Fitness Court® Public Art

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.



## NFC DESIGN STUDIO

Additional Funding Required:  
**\$10,000**



## LOCAL ARTIST

Additional Funding Required:  
**\$25,000**



## FEATURED ARTIST

Additional Funding Required  
**\$35,000**









## Congratulations!

Stone Mountain, GA has been selected as a 2024 Healthy Cities Campaign Grant Recipient!

Dear Darnetta,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Stone Mountain, GA has been selected as a grant eligible partner in the 2024 Healthy Cities Campaign! This notification letter confirms eligibility for one (1) 2024 NFC Grant of \$30,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$30,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – James David – as your dedicated partner and champion in support of this partnership. Over the coming months, James will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2024 Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2024 Healthy Cities Campaign, and we look forward to making world-class fitness free in Stone Mountain, GA!

Best in Fitness,

Mitch Menaged, Founder



## Stone Mountain, GA - National Fitness Campaign

### 2024 Funding Cycle Grant Program Requirements (G.P.R.)

**Important:** Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

#### MILESTONE 1: ADOPTION

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- **Deadline: 11/30/2023**

#### MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
  - **Remaining Funding Requirement: \$165,000**
- **Deadline: 1/8/2024**

#### MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- **Deadline: 1/9/2024 to 1/30/2024**

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#### MILESTONE 4: PLANNING AND DESIGN

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs

- Requirement: Approve Site Orientation, Site Plan and Approve artwork.
- **Deadline: March 2024**

#### MILESTONE 5: CONCRETE SLAB INSTALLATION

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 28 days before Fitness Court® installation)
  - **Estimated Funding Requirement: \$0-\$40,000 (Pending Standard or Studio Configuration)**
- **Deadline: - April 2024 pending weather**

#### MILESTONE 6: FITNESS COURT® ASSEMBLY

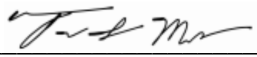
Summary: Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
  - **Estimated Funding Requirement: \$25,000-\$34,500 (Pending Standard or Studio Configuration)**
- **Deadline: May 2024 - pending weather**

#### MILESTONE 7: PRESS LAUNCH CEREMONY

Summary: Hold Fitness Court® press launch event & ribbon cutting (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline: May/June 2024 - pending weather**

G.P.R. Authorized by:  Trent Matthias - Campaign Director



# 2024 City Produced and City Sponsored Community Events

Calendar Scheduler: Meraz

|   |                     |                        |   |                 |                       |
|---|---------------------|------------------------|---|-----------------|-----------------------|
| <b>MLK EVENT</b>                          | January 15          | Mayor Jones/City Staff | <b>BACK TO SCHOOL BASH</b>                | July 16         | Meraz/Johnson         |
| <b>BUSINESS TABLE TALKS</b>               | January 29          | Johnson/Meraz          | <b>ROCKBOROUGH BACK TO SCHOOL</b>         | Unknown         | Rockborough Committee |
| <b>POP UP GROCERY</b>                     | January 30          |                        | <b>3<sup>RD</sup> QUARTER TABLE TALKS</b> | July 19, 20, 22 | Johnson/Meraz         |
| <b>MARDIS GRAS</b>                        | February 10         | Main Street SM         | <b>STONE MOUNTAIN DAY</b>                 | August 3        | SM Day Committee      |
| <b>1<sup>ST</sup> QUARTER TABLE TALKS</b> | February 23, 24, 27 | Main Street SM         | <b>NATIONAL NIGHT OUT</b>                 | August 5        | PD/Meraz              |
| <b>185<sup>TH</sup> BIRTHDAY</b>          | April 20            | Committee/Meraz        | <b>FAITH IN BLUE</b>                      | October 5       | PD/Meraz              |
| <b>TUNES BY THE TRACKS</b>                | May-June Sep-Oct    | Main Street SM         | <b>TRUNK OR TREAT</b>                     | October 29      | Meraz/Johnson         |
| <b>CITYWIDE CLEANUP</b>                   | May 4               | Public Works/Meraz     | <b>VETERANS DAY EVENT</b>                 | November 11     | Committee/Meraz       |
| <b>JUNETEENTH</b>                         | June 19             | Committee/Meraz        | <b>CHRISTMAS FESTIVAL &amp; PARADE</b>    | December 7      |                       |
| <b>4<sup>TH</sup> OF JULY CELEBRATION</b> | July 4              | Committee/Meraz        |   |                 |                       |

| JANUARY |    |    |    |    |    |    | FEBRUARY |    |    |    |    |    |    | MARCH     |    |    |    |    |    |    | APRIL   |    |    |    |    |    |    | MAY      |    |    |    |    |    |    | JUNE     |    |    |    |    |    |    |   |
|---------|----|----|----|----|----|----|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|---------|----|----|----|----|----|----|----------|----|----|----|----|----|----|----------|----|----|----|----|----|----|---|
| M       | T  | W  | T  | F  | S  | S  | M        | T  | W  | T  | F  | S  | S  | M         | T  | W  | T  | F  | S  | S  | M       | T  | W  | T  | F  | S  | S  | M        | T  | W  | T  | F  | S  | S  | M        | T  | W  | T  | F  | S  | S  |   |
| 1       | 2  | 3  | 4  | 5  | 6  | 7  |          |    |    | 1  | 2  | 3  | 4  |           |    |    |    | 1  | 2  | 3  | 1       | 2  | 3  | 4  | 5  | 6  | 7  |          |    | 1  | 2  | 3  | 4  | 5  |          |    |    |    |    |    | 1  | 2 |
| 8       | 9  | 10 | 11 | 12 | 13 | 14 | 5        | 6  | 7  | 8  | 9  | 10 | 11 | 4         | 5  | 6  | 7  | 8  | 9  | 10 | 8       | 9  | 10 | 11 | 12 | 13 | 14 | 6        | 7  | 8  | 9  | 10 | 11 | 12 | 3        | 4  | 5  | 6  | 7  | 8  | 9  |   |
| 15      | 16 | 17 | 18 | 19 | 20 | 21 | 12       | 13 | 14 | 15 | 16 | 17 | 18 | 11        | 12 | 13 | 14 | 15 | 16 | 17 | 15      | 16 | 17 | 18 | 19 | 20 | 21 | 13       | 14 | 15 | 16 | 17 | 18 | 19 | 10       | 11 | 12 | 13 | 14 | 15 | 16 |   |
| 22      | 23 | 24 | 25 | 26 | 27 | 28 | 19       | 20 | 21 | 22 | 23 | 24 | 25 | 18        | 19 | 20 | 21 | 22 | 23 | 24 | 22      | 23 | 24 | 25 | 26 | 27 | 28 | 20       | 21 | 22 | 23 | 24 | 25 | 26 | 17       | 18 | 19 | 20 | 21 | 22 | 23 |   |
| 29      | 30 | 31 |    |    |    |    | 26       | 27 | 28 | 29 |    |    |    | 25        | 26 | 27 | 28 | 29 | 30 | 31 | 29      | 30 |    |    |    |    |    | 27       | 28 | 29 | 30 | 31 |    |    | 24       | 25 | 26 | 27 | 28 | 29 | 30 |   |
|         |    |    |    |    |    |    |          |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |    |    |    |    |    |          |    |    |    |    |    |    |          |    |    |    |    |    |    |   |
| JULY    |    |    |    |    |    |    | AUGUST   |    |    |    |    |    |    | SEPTEMBER |    |    |    |    |    |    | OCTOBER |    |    |    |    |    |    | NOVEMBER |    |    |    |    |    |    | DECEMBER |    |    |    |    |    |    |   |
| M       | T  | W  | T  | F  | S  | S  | M        | T  | W  | T  | F  | S  | S  | M         | T  | W  | T  | F  | S  | S  | M       | T  | W  | T  | F  | S  | S  | M        | T  | W  | T  | F  | S  | S  | M        | T  | W  | T  | F  | S  | S  |   |
| 1       | 2  | 3  | 4  | 5  | 6  | 7  |          |    |    | 1  | 2  | 3  | 4  |           |    |    |    |    |    | 1  | 1       | 2  | 3  | 4  | 5  | 6  |    |          |    |    | 1  | 2  | 3  |    |          |    |    |    |    | 1  |    |   |
| 8       | 9  | 10 | 11 | 12 | 13 | 14 | 5        | 6  | 7  | 8  | 9  | 10 | 11 | 2         | 3  | 4  | 5  | 6  | 7  | 8  | 7       | 8  | 9  | 10 | 11 | 12 | 13 | 4        | 5  | 6  | 7  | 8  | 9  | 10 | 2        | 3  | 4  | 5  | 6  | 7  | 8  |   |
| 15      | 16 | 17 | 18 | 19 | 20 | 21 | 12       | 13 | 14 | 15 | 16 | 17 | 18 | 9         | 10 | 11 | 12 | 13 | 14 | 15 | 14      | 15 | 16 | 17 | 18 | 19 | 20 | 11       | 12 | 13 | 14 | 15 | 16 | 17 | 9        | 10 | 11 | 12 | 13 | 14 | 15 |   |
| 22      | 23 | 24 | 25 | 26 | 27 | 28 | 19       | 20 | 21 | 22 | 23 | 24 | 25 | 16        | 17 | 18 | 19 | 20 | 21 | 22 | 21      | 22 | 23 | 24 | 25 | 26 | 27 | 18       | 19 | 20 | 21 | 22 | 23 | 24 | 16       | 17 | 18 | 19 | 20 | 21 | 22 |   |
| 29      | 30 | 31 |    |    |    |    | 26       | 27 | 28 | 29 | 30 | 31 |    | 23        | 24 | 25 | 26 | 27 | 28 | 29 | 28      | 29 | 30 | 31 |    |    |    | 25       | 26 | 27 | 28 | 29 | 30 |    | 23       | 24 | 25 | 26 | 27 | 28 | 29 |   |
|         |    |    |    |    |    |    |          |    |    |    |    |    |    | 30        |    |    |    |    |    |    |         |    |    |    |    |    |    |          |    |    |    |    |    |    | 30       | 31 |    |    |    |    |    |   |



|   |  |  |
|---|--|--|
|  | <p align="center"><b>City of Stone Mountain – Capital Budgeting</b><br/> <b>Project: 2024-PD05</b><br/> <b>Acquisition of Additional Motorola APX 6000Li portable radios</b></p> | <p align="center"><b>Projected Cost:</b><br/> <b>\$32,386.00</b></p> |
|---|--|--|

This project is the purchase of six (6) additional Motorola APX6000Li portable radios, including public safety microphones, batteries, and chargers. This radio is the model we have currently deployed and meets the specifications to operate on DeKalb County's and Stone Mountain Park's radio systems.

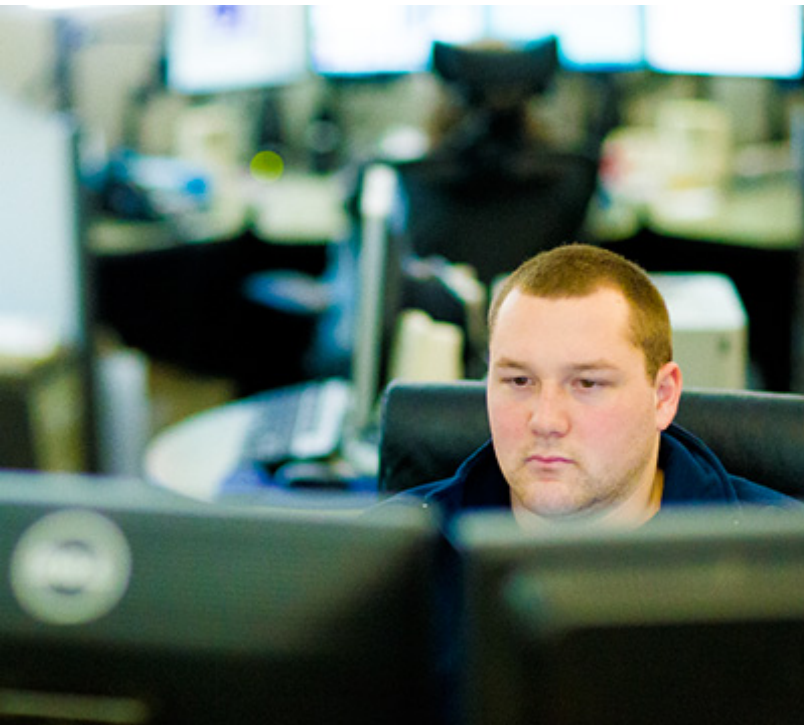


The City currently owns twenty (20) of these radios, one of which is assigned to Code Compliance (Admin). Some command staff and reserve officers are assigned the older Motorola XTS5000 radios, which are becoming difficult to maintain due to obsolescence and unavailable parts. The older radios are not assigned to road officers due to reliability issues but should be replaced for all personnel for officer safety reasons.

With the purchase of six additional units, all sworn personnel will be issued the updated radio, plus one for the part-time code compliance officer.

Motorola is the sole vendor of this product through their regional vendor, Mobile Communications of America/Motorola Solutions. The quoted cost of this purchase is \$32,386.00.

**STATUS:** Ready/Initiate upon Approval  
**PROPOSED SOURCE:** SPLOST I



## STONE MOUNTAIN POLICE DEPT, CITY OF

12/07/2023

12/07/2023

STONE MOUNTAIN POLICE DEPT, CITY OF  
922 MAIN ST  
STONE MOUNTAIN, GA 30083

Dear Bob Hillis,

Motorola Solutions is pleased to present STONE MOUNTAIN POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide STONE MOUNTAIN POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Young at [krisyoung@callmc.com](mailto:krisyoung@callmc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Young

Motorola Solutions Manufacturer's Representative

Billing Address:  
 STONE MOUNTAIN POLICE  
 DEPT, CITY OF  
 922 MAIN ST  
 STONE MOUNTAIN, GA 30083  
 US

Quote Date:12/07/2023  
 Expiration Date:02/05/2024  
 Quote Created By:  
 Kris Young  
 krisyoung@callmc.com

End Customer:  
 STONE MOUNTAIN POLICE DEPT, CITY  
 OF  
 Bob Hillis  
 bhillis@stonemountaincity.org  
 (470) 275-3030

Contract: 36273 - SOURCEWELL  
 042021-MOT

| Line # | Item Number      | Description   | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|---|-----|------------|------------|-----------------|
|        | APX™ 6000 Series | APX6000 LI  |     |            |            |                 |
| 1      | H98UCF9PW6BN     | APX6000 700/800 MODEL 2.5 PORTABLE                  | 6   | \$3,595.00 | \$2,624.35 | \$15,746.10     |
| 1a     | H869BZ           | ENH: MULTIKEY                                       | 6   | \$363.00   | \$264.99   | \$1,589.94      |
| 1b     | Q667BB           | ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)     | 6   | \$0.00     | \$0.00     | \$0.00          |
| 1c     | QA05570AA        | ALT: LI-ION IMPRES 2 IP68 3400 MAH                  | 6   | \$115.50   | \$84.32    | \$505.92        |
| 1d     | Q58AL            | ADD: 3Y ESSENTIAL SERVICE                           | 6   | \$184.00   | \$184.00   | \$1,104.00      |
| 1e     | QA00580AC        | ADD: TDMA OPERATION                                 | 6   | \$495.00   | \$361.35   | \$2,168.10      |
| 1f     | QA02756AA        | ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING | 6   | \$1,727.00 | \$1,260.71 | \$7,564.26      |
| 1g     | H122BR           | ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)                  | 6   | \$26.00    | \$18.98    | \$113.88        |
| 1h     | QA03399AA        | ADD: ENHANCED DATA APX                              | 6   | \$165.00   | \$120.45   | \$722.70        |
| 1i     | QA09113AB        | ADD: BASELINE RELEASE SW                            | 6   | \$0.00     | \$0.00     | \$0.00          |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800




| Line #             | Item Number  | Description   | Qty | List Price | Sale Price | Ext. Sale Price         |
|--------------------|--------------|---|-----|------------|------------|-------------------------|
| 2                  | PMNN4486A    | BATT IMPRES 2 LIION R IP67<br>3400T                                   | 6   | \$188.27   | \$137.44   | \$824.64                |
| 3                  | NNTN8863B    | CHARGER, SINGLE-UNIT,<br>IMPRES 2, 3A, 100-240VAC,<br>US/NA/LACR PLUG | 6   | \$186.50   | \$136.15   | \$816.90                |
| 4                  | PMMN4069AL   | MICROPHONE,IMPRES RSM,<br>3.5MM JACK, IP55                            | 6   | \$143.64   | \$104.86   | \$629.16                |
| 5                  | LSV00Q00202A | DEVICE PROGRAMMING  | 6   | \$100.00   | \$100.00   | \$600.00                |
| <b>Grand Total</b> |              |   |     |            |            | <b>\$32,385.60(USD)</b> |

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.




|   |   |  |
|---|---|--|
|  | <p><b>City of Stone Mountain – Capital Budgeting</b><br/> <b>Project: 2024-PD06</b></p> <p><b>REPLACEMENT OF CABINETS, DESKS,<br/> SECURE STORAGE LOCKERS FOR<br/> SERGEANTS, CID</b></p> | <p><b>Projected<br/> Cost:</b></p> <p><b>\$19,500.00</b></p> |
|---|---|--|

This project is a facet in the Police Department’s overall plan to transform our workspace to promote a more professional work environment and add security and resiliency to our service delivery. Forthcoming parts of this plan will address building/lobby security, backup power generation, upgraded building surveillance, and the renovation of our secure evidence room. Along with the professional environment aspect, these infrastructure and physical security changes are needed within the police department to further facilitate our goal of state certification.

This component of our plan, which is ready to implement, involves replacement of cabinets and fixtures within the police department. Most of the cabinets, desks, and other storage fixtures within the police department were outdated when they were moved to this building from the old building at 922 Main Street. Hence, most are no longer securable or are simply broken. Since the police department is responsible for a great deal of expensive equipment and supplies, we must upgrade that equipment to ensure we can secure and account for the City’s extensive investment in those items.

One current vendor, Uline, has been found to have the products needed (proper sizes, specs) and available to ship. The cost with shipping is estimated at **\$19,500.00**.

**STATUS:** Ready/Initiate upon Approval  
**PROPOSED SOURCE:** SPLOST I

|   |   |   |
|---|---|---|
|  | <p align="center"><b>City of Stone Mountain – Capital Budgeting</b><br/> <b>Project: 2024-PD02</b><br/> <b>Computer Workstations for Patrol Supervisors</b></p> | <p align="center"><b>Projected Cost:</b><br/> <b>\$5,785.00</b></p> |
|---|---|---|

This project is the purchase of five (5) new computer workstations for use by supervisors in the Patrol Division (4 sergeants, 1 lieutenant). Included in each workstation would be a Dell OptiPlex Plus 7010 desktop computer, a Dell C2722DE conferencing monitor, and wireless keyboard/mouse.



Currently, the patrol supervisors share one computer. This strains each supervisor’s ability to keep secure documents (disciplinary actions, etc.). These supervisors will now be expected to take a greater role in the operations of the division, including accountability for speed detection certification, medical training, and scheduling. As a result, we must provide the property workspace for each supervisor to excel in these new responsibilities.

The City currently has an agreement with Dell which includes government contract pricing and immediate availability for most products. Dell is also the recommended vendor by our current and past IT support vendors. Current contracting pricing for this project is **\$5,785.00**.

**STATUS: Ready/Initiate upon Approval**  
**PROPOSED SOURCE: SPLOST I**

| Details  | Billing   | Shipping | Payment method |
|--|---|----------|----------------|
| Patrol Supervision<br>Quote number # 3000170057770<br><br>Created December 15, 2023<br>Expires January 14, 2024<br>Created by<br>bhillis@stonemountaincity.org | <b>Order contact</b><br>Bob Hillis City of Stone Mountain<br>Contract Code: C000000006563<br>Phone number: (770) 879-4980<br>Additional::<br>bhillis@stonemountaincity.org<br><br><b>Tax exemption</b><br>I am not tax exempt |          |                |

| Items | Quantity | Unit Price | Item total |
|-------|----------|------------|------------|
|-------|----------|------------|------------|



**OptiPlex Small Form Factor (Plus 7010).**

Discounted unit price: \$820.00  
 Contract Code: C000000006563  
**Estimated Delivery**  
 FREE Standard Delivery to 78664 by Thursday,  
 December 21, 2023  
**Catalog Number:** 84 / rrcr1561569-7453883

| Category                                  | Description  | Code    | SKU                              | ID   |
|---|--|---------|----------------------------------|------|
| OptiPlex Small Form Factor (Plus 7010)    | OptiPlex Small Form Factor (Plus 7010)   | GMYP6AB | [210-BFXD]                       | 1    |
| Processor                                 | 13th Gen Intel® Core™ i7-13700 (30 MB cache, 16 cores, 24 threads, 2.10 GHz to 5.10 GHz Turbo, 65 W) | GAZ0J8B | [338-CHCJ]                       | 146  |
| Operating System                          | Windows 11 Pro, English, Brazilian Portuguese, French, Spanish                                       | G010VWE | [619-ARSB]                       | 11   |
| Microsoft Office                          | No Microsoft Office License Included - 30 day Trial Offer Only                                       | GC70FJV | [658-BCSB]                       | 1002 |
| Memory                                    | 16 GB: 2 x 8 GB, DDR5  | GPV26G0 | [370-AGWQ]                       | 3    |
| Hard Drive                                | 256 GB, M.2 2230, PCIe NVMe, SSD, Class 35   | GTHZGQ6 | [400-BOQJ] [773-BBBC] [412-AAQT] | 8    |
| Additional Hard Drive                     | No Additional Hard Drive   | G780XKR | [401-AANH]                       | 637  |
| Raid Connectivity                         | NO RAID  | GX5Q06T | [817-BBBN]                       | 1009 |
| Video Card                                | Intel® Graphics  | GZQDA24 | [490-BBFG]                       | 6    |
| Chassis Options                           | OptiPlex SFF Plus with 260W Bronze Power Supply  | G3HI2WG | [329-BHPM]                       | 116  |
| Power Cord                                | System Power Cord (US)   | GA5894N | [450-AAOJ]                       | 20   |
| Optical Drive                             | 8x DVD+/-RW 9.5mm ODD  | GZY3028 | [429-ABFH] [325-BDSH]            | 16   |
| Optical Software                          | Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)                        | GWNM30Y | [658-BBTV]                       | 597  |
| Additional Storage Devices - Media Reader | No Media Card Reader   | GW2K1D6 | [379-BBHM]                       | 10   |
| Wireless                                  | No Wireless LAN Card (no WiFi enablement)  | GE7Y41P | [555-BBFO]                       | 19   |
| Wireless Driver                           | None   | GQMKF4C | [340-AFMQ]                       | 7    |
| Serial Port Adapter                       | No PCIe add-in-card  | GVEYOQ7 | [492-BBFF]                       | 698  |
| Additional Video Ports                    | No Additional Video Ports  | GWFXAL0 | [492-BCKH]                       | 495  |

| Category                           | Description   | Code    | SKU                   | ID     |
|------------------------------------|---|---------|-----------------------|--------|
| Keyboard                           | Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English         | GX0V4JP | [580-AJJG]            | 4      |
| Mouse                              | Mouse included with Keyboard  | GU54MYP | [570-AADI]            | 12     |
| Cable Cover                        | No Cable Cover  | GDT2C7Z | [325-BCZQ]            | 376    |
| External Speakers                  | No External Speaker   | GTNM7E2 | [817-BBBC]            | 200095 |
| Non-Microsoft Application Software | Dell Additional Software  | GJAR81X | [658-BFPY]            | 1003   |
| Operating System Recovery Options  | OS-Windows Media Not Included   | GLA90Q1 | [620-AALW]            | 200013 |
| ENERGY STAR                        | ENERGY STAR Qualified   | G6J34SM | [387-BBLW]            | 122    |
| Documentation                      | Safety/Environment and Regulatory Guide (English/French Multi-language)   | G7RB0GY | [340-AGIK]            | 21     |
| System Monitoring Options          | Dell Watchdog Timer   | GW4YJIC | [379-BEZG]            | 39     |
| Placemat                           | Quick Start Guide, OptiPlex SFF Plus                                      | G6UPC0D | [340-DDFN]            | 60     |
| EAN/UPC Labels                     | Print on Demand Label   | GLBM3TR | [389-BDQH]            | 292    |
| TPM Security                       | Trusted Platform Module (Discrete TPM Enabled)                            | GJMDKT6 | [329-BBJL]            | 297    |
| Shipping Material                  | Shipping Material   | GDKR04V | [340-CQYR] [389-BBUU] | 465    |
| Label                              | Regulatory Label for OptiPlex SFF Plus 2 60W/300W, FSJ                    | GWIB87H | [389-FBFZ]            | 676    |
| Hard Drive Cables and Brackets     | M.2 Caddy   | GGPQ1ML | [575-BBKX]            | 705    |
| Intel Responsiveness Technologies  | SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form            | G1523VT | [658-BFQF]            | 707    |
| Processor Label                    | Intel Core i7 vPro Enterprise Processor Label                             | GLSPJR1 | [389-EDDR]            | 749    |
| Transportation from ODM to region  | DT BTS/BTP Shipment   | GL09IMP | [800-BBIP]            | 200080 |
| Protect your new PC                | No anti-virus software  | GD4K19S | [650-AAAM]            | 1014   |
| Add-in Cards                       | No Additional Add In Cards  | GNV4J7Q | [382-BBHX]            | 583    |
| Stands and Mounts                  | No Stand or Mount   | GJO5ZSE | [575-BBBI]            | 558    |
| Adapter                            | No Additional Cable   | GIX0L8M | [379-BBCY]            | 592    |
| FGA Module                         | SFFP_1H24_012D/US/BTS   | FG0007  | [998-FZPZ]            | 572    |
| Speakers                           | Internal Speaker  | GR068XC | [520-AARD]            | 18     |
| Systems Management                 | Intel vPro Enterprise   | GFCZ8Q2 | [631-BBKK]            | 49     |
| Windows AutoPilot                  | No AutoPilot  | GYE02AP | [340-CKSZ]            | 291    |
| EPEAT 2018                         | EPEAT 2018 Registered (Silver)  | GTZOE2H | [379-BDTP]            | 200331 |
| Network Adapters (NIC)             | No Additional Network Card Selected (Integrated NIC included)             | G9MQCN3 | [555-BBJO]            | 13     |
| 3rd Hard Drive                     | No Additional Hard Drive  | G780XKR | [401-AANH]            | 54     |
| Service                            | 3Y Basic Onsite Service after remote diagnosis with Hardware-Only Support | NBD3    | [812-3886] [812-3887] | 29     |

Premier discount

-\$5,529.95

Item total: \$4,100.00



**Dell 27 Video Conferencing Monitor - C2722DE, 68.47cm (27.0)**

5

\$499.99

\$2,499.95

Discounted unit price: \$275.00  
Contract Code: C000000006563

**Estimated Delivery**

FREE Standard Delivery to 78664 by Thursday, December 21, 2023

**Catalog Number:** 84 / rrcrc1561569-7374326

| Category                  | Description   | Code    | SKU                   | ID |
|---------------------------|---|---------|-----------------------|----|
| Dell 27 Monitor- C2722DE  | Dell 27 Video Conferencing Monitor - C2722DE, 68.47cm (27.0")           | GKQ380I | [210-AYQG]            | 1  |
| Hardware Support Services | 3Y Basic Hardware Service with Advanced Exchange after remote diagnosis | AE3Y    | [814-9423] [814-9422] | 29 |

Premier discount

-\$1,124.95

**Item total: \$1,375.00**

**Wireless Keyboard & Mouse**

5

\$99.99

\$499.95



**Dell Wireless Combo KM7120W**

Discounted unit price: \$62.00  
Contract Code: C000000006563  
Manufacturer Part# : 0D4FM  
Dell Part# : 580-AISY

**Estimated Delivery**

FREE Standard Delivery to 78664 by Wednesday, December 20, 2023

**Catalog Number:** 84 / rrcrc1561569-7453572

| Category | Description | Code | SKU        | ID |
|----------|-------------|------|------------|----|
|          |             |      | [580-AISY] |    |

Premier discount

-\$189.95

**Item total: \$310.00**

Savings: \$6,844.85

**Subtotal (15): \$5,785.00**

Savings \$6,844.85

**Subtotal (15) \$5,785.00**

Estimated Shipping \$0.00

**Total \$5,785.00**

**Support** Support  
Order Status

Drivers & Downloads

Product Support

Support by Topic

Warranty Information

Order Support

**Your Products** Your Products  
Quotes

Sales Quotes

Systems

Peripherals

**Account** Account  
Your Profile

Dell Contacts

Address Book

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit.<sup>^</sup> Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. Orders with Custom Factory Integration might require additional processing time.

**<sup>^</sup>DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

**\*\*Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee (“DFS”) for qualified customers. Offers may not be available or may vary in certain countries. Where available offers may be changed without notice and are subject to product availability, applicable law, credit approval, documentation provided by and acceptable to DFS and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell Technologies and the Dell Technologies logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.**

<sup>1</sup>Subject to applicable law and regulations. ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.

**\*Based on Dell analysis of storage software deployable on AWS, Azure, and Google Cloud, May 2023. 90-day evaluation: Applies to Dell licenses only for APEX Block Storage for AWS and APEX Navigator for Multicloud Storage. Subject to availability. Terms and conditions apply: For Dell APEX Navigator for Multicloud Storage view the [Dell Cloud Service Offering Agreement](#) or [Dell APEX Navigator for Multicloud Service Offering Description](#). For Dell APEX Block Storage for AWS, view [Dell's Software Evaluation Agreement](#).**

ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.

# Matthew William McConnell

5280 West Mountain Street ♦ Stone Mountain, GA 30083 ♦ (678) 516-1594 (Cell)

[1mattmcconnell@gmail.com](mailto:1mattmcconnell@gmail.com)

---

## **PROFESSIONAL OBJECTIVE**

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

---

Offering a strong background with experience in the following areas:

- |                             |                                |                               |
|-----------------------------|--------------------------------|-------------------------------|
| ■ <b>Project Management</b> | ■ <b>Construction Codes</b>    | ■ <b>Public Speaking</b>      |
| ■ <b>Client Development</b> | ■ <b>Modular Construction</b>  | ■ <b>Personnel Management</b> |
| ■ <b>Prospect Research</b>  | ■ <b>Relationship Building</b> | ■ <b>Outside Sales</b>        |
- 

## **EDUCATION**

GEORGIA STATE UNIVERSITY, Atlanta, Georgia

**Master of Public Administration**, (August 2011)

THE UNIVERSITY OF GEORGIA, Athens, Georgia

**Bachelor of Business Administration**, (May 2004)

- **Major: Banking & Finance**

## **PROFESSIONAL & VOLUNTEER EXPERIENCE**

BMARKO STRUCTURES, Dacula, Georgia

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

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

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, Atlanta, Georgia

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

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

COLWELL GROUP, LLC, Marietta, Georgia

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

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

POWER 10 FUNDRAISING, Atlanta, Georgia

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

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

UNITED WAY OF GREATER ATLANTA, Atlanta, Georgia

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

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



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

VERDE TAQUERIA, Atlanta, Georgia

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

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

HONDURAS OUTREACH INCORPORATED, Atlanta, Georgia

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

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

EASTLAKE FOUNDATION, Atlanta, Georgia

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

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

STRUCTURAL PRODUCTS CORPORATION, Norcross, Georgia

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

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

City of Stone Mountain  
Planning Commission- Board

T. Danielle Broome  
4415 Barclay Way  
Stone Mountain, GA 30083

To whom this may concern:

As a 3-year resident in the city of Stone Mountain, my husband and I have planted a growing family in this community. Moving from South Carolina to Georgia, after graduating from Clemson University I was able to purchase my first home here.

I am privileged to work in the neighboring city of Clarkston, for Georgia State University as counselor, and have had the benefit of studying real estate planning and city zoning in the last 3 years. Prior to the pandemic I took a glance at the Stone Mountain plans to revive the historic city and renew the zest that drew many people to the area years ago. I am invested in not only supporting the growth of this city but also being a part of planning that serves our residents as well as our growth. Stone Mountain has a lot of potential and I believe I bring a fresh set of eyes and perspective to the planning initiatives. Now, raising kids in the area who will attend school here as well as bringing relative experience with the advances of our society and understanding of our future residents; I believe that I am a great candidate for the board.

Warm Regards,

*T. Danielle Broome*

# T. DANIELLE BROOME

Stone Mountain, GA | broometun@gmail.com | 770-371-6227

## EDUCATION

### **CLEMSON UNIVERSITY, CLEMSON, SC**

B.A. ENGLISH AWARDED

Minor in Ethics and Language Emphasis in Japanese

### **ACADEMIC ADVISOR III**

Georgia State University- Clarkston

JUNE 2017- Currently

- Advises and meets with prospective and current students about academic requirements, selection of courses and address degree petitions, registration, change of major and academic progress.
- Provide information on university policies and procedures to faculty, parents, students, etc.
- Perform reference searches and records access in conjunction with student inquiries.
- Process auditing and maintain student records for curriculum, college, major and commencement requirements.
- Evaluates and determines transfer credits; researches course descriptions to determine transferability.
- Interact with resourceful academic units in conjunction with student needs.
- Monitors and tracks the retention, progression and graduation of all students within assigned population.
- Prepare Student reports, files, and data.
- Coordinate and organizes academic events such as but not limited to Orientation, advising fairs.
- Virtual advising and data resourcing for academic inquiries.

### **FRONT DESK/ OFFICE COORDINATOR/ PATIENT SERVICES**

EXTREMITY HEALTHCARE INC.

FEBRUARY 2016 – MAY 2017

- Provide administrative support to Partners and Directors
- Meet and greet clients and visitors
- Coordinate Community Outreach events and office meetings
- Research and prepare patient files for Partners and Directors
- Perform clerical duties to include but not limited to photocopying, faxing, scanning and mailings via US mail, UPS and overnight mail
- Answer and screen phone calls
- Schedule patient appointments for 40 offices daily
- Scheduled and maintained meeting calendars.

**ENGLISH DEPT. INTERN** CLEMSON UNIVERSITY, ENGLISH DEPARTMENT

JANUARY 2014 - JANUARY 2016

- Aided with the Freshmen, Parent and Transfer orientations
- Aided faculty with change of major management basically kept up with the change of major requests and updated curriculum for the professional staff
- Aided professional staff with preparation for student objective appointments - retrieved students Tiger Paw major degree guides
- Aided students to ensure understanding of graduation requirements for English majors
- Served as front desk customer service representative making student appointments and answering student, parent and university departmental calls
- Maintained confidential student files for professional staff
- Aided staff with student calling campaigns – called students to remind and encourage student to register for classes

**PUBLIC RELATIONS INTERN** FAIRFIELD COUNTY SCHOOL DISTRICT OFFICE  
JUNE 2013- AUGUST 2013, JUNE 2015- AUGUST 2015

- Edited, designed and published office publications and reports
- Coordinated faculty luncheons, events, and meetings
- Answered inquiries from office constituents through phone and in-person
- Built and maintain relationships amongst other inter-departmental interns
- Ordered and managed office supply inventory
- Monitored executives' calendar and contacts
- Prepared management for internal and external speaking engagements

# Elisabeth Lee Richmond

5163 Poplar Springs Rd, Stone Mountain, GA 30083

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## Letter of Intent

I am interested in the available Historic Preservation Committee (HPC) position within the City of Stone Mountain. I have obtained an outstanding education from The Citadel Graduate College of South Carolina, where I earned a Masters in Educational Leadership. With a sound education from an institution that emphasizes producing leaders that are effective, reflective, and ethical, I know that I possess the attributes that will benefit our community.

As my resume details, I possess twelve years of progressive teaching experience, both in the classroom and in administrative positions. My investment in my community is apparent from the numerous clubs, committees, and initiatives that I have been involved in throughout my career, as well as living in the Title 1 zones where I served.

In addition to my roles in education, I am fostering improvement in the Atlanta-Metro community by serving as an executive board member for the Atlanta-Metro Short Term Rental Association, where I collaborate with community members, Atlanta City Council members, and legal teams to create mutually beneficial legislation for short term rentals. I facilitate classes for responsible hosting and best practices in the field.

I am passionate about Stone Mountain Village, which is most evident from my commitment to renovating one of the most notoriously run-down houses in the city. My husband and I have poured countless hours and resources into creating a home, with the intention of making Stone Mountain a better place to live for ourselves and our neighbors. Throughout this process, we experienced first-hand the process and expectations of the City as well as the HPC.

With my education, experience, and dedication, I know that I would be an invaluable asset to Stone Mountain Village.

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# Elisabeth Lee Richmond

5163 Poplar Springs Rd, Stone Mountain, GA 30083

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## Objective

To be selected as a member of Stone Mountain's Historic Preservation Committee (HPC)

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## Education

**The Citadel Graduate College of South Carolina**, December 2018

*Master in Educational Leadership*

**College of Charleston**, May 2013

*Bachelor of Science in Psychology*

*Bachelor of Arts in Biology*

**Real Estate School for Success- Columbia**, June 2012

*Primary & secondary real estate classes for South Carolina licensure*

**South Carolina Early Autism Project**, August 2009

*Applied Behavior Analysis therapist for autism certification*

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## Leadership

**Georgia Real Estate Investors Association**, September 2023 - current

*Short Term Rental Focus Group Co-host*

**Lake Harbor Shores Property Owners Association**, July 2023 - current

*Board Member*

**Atlanta-Metro Short Term Rental Association**, September 2022 - current

*Executive Board Member*

*Secretary*

January 2, 2023

Stone Mountain City Council  
c/o Richard Edwards, Planner

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

Dear City Council,

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

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

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

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

I appreciate your time and consideration.

Sincerely,

*Matt McConnell*

Matt McConnell

*Website Chair*

*Metro-Compliance Chair*

**Airbnb**, January 2021 – current

*Superhost Ambassador training facilitator*

*Experienced Co-host training facilitator*

**Dekalb County School District Trainings for Leaders**, June 2022

*Professional development trainings related to leadership*

**Ed. Leadership Ethics**, February 2020

*Georgia Ethics Assessment System for program exit certification*

**Charleston County School District**, February 2019

*Seventh grade science staff professional development facilitator*

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## **Employment**

**Airbnb**, August 2015 – current

*Superhost Ambassador since 2021*

*Superhost since July 2016*

*Host, co-host, experience host, and property manager*

**Columbia Middle School (DCSD)**, July 2020 – June 2022

*Member of school Leadership team*

*Science Department Head*

*Mentor teacher*

*Seventh grade science CAT leader*

*Seventh grade science teacher*

**Snellville Middle School (GCPS)**, August 2019 – June 2020

*Seventh grade chair*



*Seventh grade science CAT leader*

*Facilitator of Relay for Life team*

*Seventh grade science teacher*

*Head cheerleading coach*

**Morningside Middle School (CCSD), August 2017 – June 2019**

*Member of the school Crisis Team*

*Member of Community Outreach focus team*

*Member of Student Activities focus team*

*Spirit Week events and activities coordinator*

*Student morning news club facilitator*

*Seventh grade science teacher*

*Head cheerleading coach*

**Kelly Educational Staffing, January 2017 – June 2017**

*Medical science teacher at Garrett Academy of Technology (CCSD)*

**American Creativity Academy (ACA), August 2016 – January 2017**

*Head of Middle School*

*Middle school liaison for positive behavior intervention system*

*Sixth and seventh grades science teacher*

**Northwoods Middle School (CCSD), August 2013 – June 2016**

*Science model classroom*

*Seventh grade science lead teacher*

*Member of school beautification committee*

*Sponsor for Student Library Advisory club*

*Spirit Week events and activities coordinator*

*Leader of standardized ACT/PASS testing committee*

*Seventh and eighth grades science teacher*

*Middle school mathematics and English Language Arts tutor*

*Head cheerleading coach*

**Weichert Realtors Palmetto Coast**, March 2012 – February 2013

*South Carolina REALTOR*

**South Carolina Early Autism Project**, August 2009 – February 2012

*Applied Behavioral Analysis line therapist for autistic children*

**North Carolina State Senate**, Summers of 2006-2008

*Page for N.C. Senator Charlie Dannelly*



# DeKalb Regional Land Bank Budget Presentation

**PECS COMMITTEE MEETING**

**ALLEN MITCHELL, DIRECTOR**

**FEBRUARY 16, 2023**





# **DeKalb Regional Land Bank Board Members & Staffing**

**Brenda Cornelius – Chairperson**

**Irvin Johnson – Vice Chairperson**

**Quinn Green – Treasurer**

**Inga Harmon – Secretary**

**Fred Reynolds – City of Lithonia**

**Dr. Vasanne Tinsley – DeKalb School Board**

**Foster, Foster, Smith, LLC Law Firm – Agreement for Legal Services**

**DeKalb Community Development- Allen Mitchell, Director – Staff Support**





# DEKALB COUNTY LAND BANK UPDATE

Over the past year the DeKalb Regional Land Bank Board Members with the support of the Community Development Department Staff have been working diligently to put the mechanisms in place to operate an effective, functioning Land Bank. **Below are highlights of some of the Boards accomplishments:**

- ❑ Elected Officers, registered as an organization with the Georgia Secretary of State's Office.
- ❑ Secured legal services that were instrumental in the assistance in the development of administrative policies and procedures and bylaws.
- ❑ Secured banking and accounting processes.
- ❑ Developed a website to maintain public information, including board minutes, announcements and available properties.
- ❑ Board members and County Support Staff have attended conferences, meetings and training to expand their knowledge on land banking through the **Georgia Association of Land Bank Authorities, Inc. (GALBA)** and nationally with the **Center for Community Progress (CCP)**. The Board has been able to leverage these connections to solicit best practices, industry resources and systems, etc.
- ❑ The Board has established relationships locally with Land Banks in Atlanta, Augusta, Macon, and Savannah, which has provided insight into what it takes to make our Land Bank organization sustainable from a financial perspective.



## DeKalb Regional Land Bank Budget Request Overview

To date, the Community Development staff, and the DeKalb Regional Land Bank Board has acted as staff (day to day) and oversight.

The budget proposal focuses on hiring the staff, paying typical Land Bank cost, and ensuring there is funding to handle Legal Services for real estate transactions.

The Land Bank's ultimate effectiveness will hinge on quality staffing, coherent policy decisions, marketing, partnerships, community awareness and involvement, revenue sources. The proposed initial budget reflects an attempt to support a business model for long-term stabilization and sustainability.

# PROPOSED FY23 BUDGET REQUEST

| EXPENSES   | AMOUNT           |
|--|------------------|
| <b>Personnel</b>   |                  |
| - Director (90K); Tech Analyst (70k);<br>Admin Assistant (50K) |                  |
| Salaries   | \$210,000        |
| Group Insurance  | \$40,000         |
| Pension 401K Match   | \$2,500          |
| Workers Comp, FICA   | \$18,000         |
|  |                  |
| <b>Total Personnel Expenses</b>                                | <b>\$270,500</b> |

# PROPOSED FY23 BUDGET REQUEST

| EXPENSES  | AMOUNT           |
|---|------------------|
| <b>Professional Services</b>                        |                  |
| Audit Services                                      | \$2,500          |
| Attorney Services                                   | \$50,000         |
| Legal Services (titles, closings, barment, notices) | \$50,000         |
| Lawn Maintenance Fees                               | \$100,000        |
| Pest Control Fees                                   | \$5,000          |
| Animal Control Fees                                 | \$4,000          |
| Locksmith Services                                  | \$2,500          |
| Surveyor Fees (site definitions metes/bounds)       | \$30,000         |
| Remediation Services                                | \$10,000         |
| Supplies (office, signage, etc.)                    | \$25,000         |
| Sanitation Services (clean outs evictions)          | \$2,400          |
| <b>Total Professional Services</b>                  | <b>\$281,400</b> |



# PROPOSED FY23 BUDGET REQUEST

| EXPENSES                            | AMOUNT          |
|-------------------------------------|-----------------|
| <b>Computer Software /Equipment</b> |                 |
| Website Design                      | \$4,000         |
| Website Operations & Maintenance    | \$ 500          |
| Computer Software                   | \$5,000         |
| Computers                           | \$5,000         |
| Internet Fees                       | \$ 100          |
| Telephone Services                  | \$2,500         |
| <b>Total Computer Services</b>      | <b>\$17,100</b> |

# PROPOSED FY23 BUDGET REQUEST

| EXPENSES                                      | AMOUNT          |
|---|-----------------|
| <b>Other Expenses</b>                         |                 |
| O&D Insurance                                 | \$5,000         |
| Advertising (mkt material, reports, handouts) | \$6,000         |
| Permit Fees                                   | \$2,000         |
| Postage,                                      | \$5,000         |
| Bank Charges                                  | \$1,000         |
| Vehicle Maintenance (oil/gas) emission, tires | \$2,500         |
| Automobile Allowance(access to County sites)  | \$4,000         |
| Signage                                       | \$1,000         |
| Training & Conferences                        | \$5,000         |
| Books & Subscriptions                         | \$1,000         |
| <b>Total Other Expenses</b>                   | <b>\$32,500</b> |

# TOTAL PROPOSED FY23 BUDGET REQUEST Summary

| <b>EXPENSES</b>                   | <b>AMOUNT</b>    |
|-----------------------------------|------------------|
| <b>Personnel Expenses</b>         | <b>\$270,500</b> |
| <b>Professional Services</b>      | <b>\$241,000</b> |
| <b>Computer Software Expenses</b> | <b>\$ 17,500</b> |
| <b>Other Expenses</b>             | <b>\$ 32,500</b> |
| <b>TOTAL EXPENSES</b>             | <b>\$601,500</b> |

# DeKalb Regional Land Bank Properties – Surplus Properties Pending Legislation - GIS will develop Agenda Item

|    | Address                   | City           | Zip Code | Parcel ID     | Appraised Value | Acreage | Zoning | Deed Type    |
|----|---------------------------|----------------|----------|---------------|-----------------|---------|--------|--------------|
| 1  | 3597 Hill Street          | Clarkston      | 30021    | 18 097 12 014 | \$10,000        | 0.22    | N/A    | Warranty     |
| 2  | 1726 Danrich Drive        | Decatur        | 30032    | 15 189 08 025 | \$50,000        | 0.31    | R-75   | Tax          |
| 3  | 1107 Stone Quarry Road SE | Atlanta        | 30316    | 15 144 04 001 | \$18,200        | 0.14    | C-1    | Tax          |
| 4  | 438 Warren Avenue         | Scottdale      | 30079    | 18 046 04 087 | \$37,500        | 0.17    | R-75   | Tax          |
| 5  | 3413 Lawrence Street      | Scottdale      | 30079    | 18 046 04 072 | \$57,800        | 0.17    | R-75   | Tax          |
| 6  | 7747 Union Grove Way      | Lithonia       | 30058    | 16 200 01 005 | \$159,100       | 0.5     | R-85   | Tax          |
| 7  | 1646 Ford Street SE       | Atlanta        | 30316    | 15 143 13 051 | \$2,500         | 0.17    | R-75   | N/A          |
| 8  | 1650 Eastland Road        | Atlanta        | 30316    | 15 143 13 032 | \$48,800        | 0.2     | R-75   | Tax          |
| 9  | 1260 West Ridge Avenue    | Stone Mountain | 30083    | 18 125 02 020 | \$45,000        | 0.45    | R-75   | Tax          |
| 10 | 0 Kirkwood Road NE        | Atlanta        | 30317    | 15 211 02 035 | \$1,900         | 0.2     | n/a    | Tax          |
| 11 | 3002 Will Rogers Place SE | Atlanta        | 30316    | 15 084 07 024 | \$27,200        | 0.62    | R-75   | Affidavit    |
| 12 | 3012 Will Rogers Place SE | Atlanta        | 30316    | 15 084 07 025 | \$13,500        | 0.39    | R-75   | Affidavit    |
| 13 | 3018 Will Rogers Place SE | Atlanta        | 30316    | 15 084 07 026 | \$13,500        | 0.31    | R-75   | Affidavit    |
| 14 | 3024 Will Rogers Place SE | Atlanta        | 30316    | 15 084 07 027 | \$13,500        | 0.31    | R-75   | Affidavit    |
| 15 | 3030 Will Rogers Place SE | Atlanta        | 30316    | 15 084 07 028 | \$13,500        | 0.31    | R-75   | Affidavit    |
| 16 | 3187 Cottonwood Drive     | Atlanta        | 30316    | 15 085 08 013 | \$74,900        | 1.75    | R-75   | Civil Action |
| 17 | 3223 Cottonwood Drive     | Atlanta        | 30316    | 15 085 09 017 | \$95,800        | 2.33    | R-75   | Civil Action |
| 18 | 3257 Cottonwood Drive     | Atlanta        | 30316    | 15 085 10 013 | \$24,700        | 1.05    | R-75   | Affidavit    |
| 19 | 4843 Rondelay Court       | Stonecrest     | 30038    | 16 011 10 016 | \$10,000        | 0.46    | R-100  | Tax          |
| 20 | 1222 Valerie Woods Drive  | Stone Mountain | 30083    | 15 223 03 036 | \$32,500        | 0.54    | R-100  | Affidavit    |
| 21 | 6700 Chupp Road           | Lithonia       | 30058    | 16 120 01 022 | \$26,400        | 0.28    | RM85   | Tax          |
| 22 | 3207 Altacrest Drive      | Scottdale      | 30079    | 18 046 03 226 | \$41,200        | 0.2     | R-75   | Affidavit    |
| 23 | 3227 Zion Street          | Scottdale      | 30079    | 18 046 03 257 | \$50,000        | 0.18    | R-75   | Tax          |



# Thank You!

ALLEN MITCHELL, DIRECTOR

DEKALB COMMUNITY DEVELOPMENT



DeKalb County  
Contract No. 1196261

**INTERGOVERNMENTAL CONTRACT**

BETWEEN

**DEKALB COUNTY**

AND

**CITY OF LITHONIA**

CREATING THE

**DEKALB REGIONAL LAND BANK AUTHORITY**

(a Georgia public body corporate and politic)

**PREAMBLE**

This Intergovernmental Contract is made and entered into this 30th day of January, 2019 ("Contract") under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, and Sections 36-34-2(5) and 48-4-100 *et seq.* of the Official Code of Georgia Annotated, between DeKalb County and the City of Lithonia (herein collectively referred to as the "Parties") for the purpose of establishing and adding to the members of the DeKalb Regional Land Bank Authority, a separate legal entity and public body corporate to administer and implement the purposes and objectives of this Contract.

**RECITALS**

WHEREAS, in enacting Section 48-4-100*et seq.* of the Official Code of Georgia Annotated (hereinafter the "Land Bank Act"), the Georgia General Assembly found that there exists in the State of Georgia a continuing need to strengthen and revitalize the economy of the State of Georgia and the local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia;

WHEREAS, the Land Bank Act permits any county or counties and at least one city located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia;

WHEREAS, the Parties herein agree that the establishment of a land bank as composed herein would be beneficial to the citizens and the Parties;

WHEREAS, the authority for the Parties to enter into this Contract is Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, which authorizes intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law, and the provisions of the Land Bank Act; and

WHEREAS, the Parties want to create the DeKalb Regional Land Bank Authority as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act.

Accordingly, the Parties agree to the following:

**ARTICLE I**  
**DEFINITIONS**

As used in this Contract the following terms shall have the meanings provided in this Article.

**Section 1.01. "Board of Directors" or "Board"** means the Board of Directors of the Land Bank Authority.

**Section 1.02. "City Properties"** means Real Property located within the boundaries of any city that is, or subsequent to the Effective Date becomes, a Party to this Contract.

**Section 1.03. "Contract"** means this intergovernmental contract between the Parties.

**Section 1.04. "County Properties"** means Real Property located within DeKalb County but outside the boundaries of any city that is, or subsequent to the Effective Date becomes, a Party to this Contract.

**Section 1.05. "DeKalb County Board Member"** means a then acting member of the Board of Directors who was appointed by the governing authority of DeKalb County.

**Section 1.06. "Effective Date"** means the date upon which all of the following are satisfied:

(a) the Contract is approved by official action of the governing authority of DeKalb County; and

(b) the Contract is approved by official action of the governing authority of the City of Lithonia.

**Section 1.07. "Fiscal Year"** means the fiscal year of the Land Bank, which shall begin on January 1<sup>st</sup> of each year and end on the following December 31<sup>st</sup>.



**Section 1.08. “Land Bank Act”** means Section 48-4-100 *et seq.* of the Official Code of Georgia Annotated as it exists on the Effective Date, and as it may be hereafter amended or replaced, subject to the provisions of Section 10.11 of this Contract.

**Section 1.09. “Land Bank”** means the public body corporate and politic established pursuant to and in accordance with the provisions of this Contract and known as the DeKalb Regional Land Bank Authority.

**Section 1.10. “Party” or “Parties”** means either individually or collectively, as applicable, DeKalb County and/or the City of Lithonia, as each is a signatory to this Contract, and any other city, county or consolidated government that becomes a Party to this Contract after the Effective Date.

**Section 1.11. “Person”** means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

**Section 1.12. “Quorum”** means:

(i) With respect to administrative action, the presence of the greater of a simple majority of the entire Board membership;

(ii) With respect to action concerning County Properties, the presence of three (3) Members of the Board, two (2) representing DeKalb County and one (1) representing any city that is, or subsequent to the Effective Date becomes, a Party to this Contract. No action may be taken by the Land Bank concerning a property located within DeKalb County but outside the boundaries of any city that is, or subsequent to the Effective Date becomes, a Party to this Contract unless the action is approved by two (2) Members of the Board representing DeKalb County;

(iii) With respect to action concerning City Properties, the presence of three (3) Members of the Board including one (1) representing the city within which the subject City Property is located and one (1) representing DeKalb County;

The presence of School District Advisors is not required for establishing a quorum; however, the applicable Board of Education’s consent must be obtained in order to extinguish school district taxes on Real Property of the Land Bank in accordance with Section 6.02 of this Contract and the Land Bank Act.

**Section 1.13. “Real Property”** means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

**Section 1.14. “School District Advisor”** means any non-voting representative to the Board appointed by the Board of Education of a school district for purposes of deliberation and



providing or declining the required school district consent for the extinguishment of school district taxes on Real Property of the Land Bank in accordance with Section 6.02 of this Contract and the Land Bank Act.

**Section 1.15. "State"** means the State of Georgia.

## **ARTICLE II** **PURPOSE**

**Section 2.01.Purpose.**The purpose of this Contract is to create and empower the Land Bank to exercise the powers, duties, functions and responsibilities of a land bank under the Land Bank Act.

**Section 2.02.Programs and Functions.** The Land Bank shall endeavor to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Contract, including, but not limited to, the power, privilege and authority to acquire, manage and dispose of interests in Real Property, and to do all other things necessary or convenient to implement the purposes, objectives and provisions of the Land Bank Act and the purposes, objectives and powers delegated to a land bank under other laws or executive orders.

## **ARTICLE III** **CREATION OF LAND BANK**

**Section 3.01.Creation and Legal Status of Land Bank.** The Land Bank is established as a separate legal entity and public body corporate, to be known as the "DeKalb Regional Land Bank Authority," for the purposes of acting as a land bank under the Land Bank Act and implementing and administering this Contract.

**Section 3.02.By-Laws, and Policies and Procedures.** The Board shall adopt by-laws consistent with the provisions of this Contract and the Land Bank Act within thirty (30) days after the Board is appointed. The Board shall adopt policies and procedures consistent with the provisions of this Contract and the Land Bank Act within ninety (90) days after the Board is appointed.

**Section 3.03. Principal Office.** The principal office of the Land Bank shall be at a location within the geographical boundaries of DeKalb County, as determined by the Board.

**Section 3.04.Title to Land Bank Assets.** Except as otherwise provided in this Contract, the Land Bank shall have title to all of its Real Property and no Party shall have an ownership interest in Real Property owned by the Land Bank.

**Section 3.05.Tax-Exempt Status.** The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in Section 115 of Title 26 of the United States Internal Revenue Code, or any

corresponding provisions of any future tax code. The Parties also intend the activities of the Land Bank to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Georgia law from taxation by this State, including, but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.

**Section 3.06. Waiver of Special Assessments.** Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish special assessments levied by the Party prior to the date of acquisition by the Land Bank against Real Property owned by the Land Bank, and may exempt Real Property owned by the Land Bank from the imposition of special assessments.

**Section 3.07. Compliance with Law.** The Land Bank shall comply with all federal and state laws, rules, regulations and orders applicable to this Contract.

**Section 3.08. Relationship of Parties.** The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party or of the Land Bank, whether acting separately or in conjunction with the implementation of this Contract. The Parties shall only be bound and obligated under this Contract as expressly agreed to by each Party. The Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.

**Section 3.09. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Contract does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to any Party's rights under this Contract, or any other right or benefit.

**Section 3.10. Additional Parties to Contract.** At any time subsequent to the Effective Date, in accordance with the Land Bank Act, an additional city located in whole or in part within DeKalb County, or a consolidated government, or an additional county and at least one city located in that additional county may become a Party to this Contract by completing the following requirements:

(a) unanimous approval of the Board as it exists before the addition of the applicable city, county or consolidated government, and execution by the Board chairperson of the signature page attached hereto as Appendix II;

(b) adoption of a local law, ordinance or resolution as appropriate to the applicable city, county or consolidated government;

(c) execution by the authorized representatives of the existing cities, county and/or consolidated government of the signature page attached hereto as Appendix I;

(d) execution by both (A) the applicable city, county or consolidated government and (B) the Board of an amendment to this Contract (a "Contract Amendment") with such Contract

Amendment to incorporate matters reflecting the terms and responsibilities associated with such city's, county's or consolidated government's joining the Land Bank.

**ARTICLE IV**  
**BOARD, EXECUTIVE DIRECTOR AND STAFF**

**Section 4.01. Board Composition; Member Qualifications.** The Land Bank shall be governed by a Board of Directors that shall be appointed within ninety (90) calendar days of the Effective Date. Each member shall serve at the pleasure of the appointing Party and shall serve without compensation. The members shall be residents of their respective appointing Parties and may be employees of one of the Parties. In addition, all members appointed to the Board shall be persons who have demonstrated special interest, experience or education in urban planning, real estate, community development, finance or related areas. The Board shall consist of the following members:

(a) Four (4) member(s) appointed by the governing authority of DeKalb County for an initial term of two years;

(b) One (1) member appointed by the Mayor of the City of Lithonia for an initial term of four years; and

(c) One (1) member appointed by the Mayor of any City that becomes a Party to this Contract after the Effective Date according to the provisions of Section 3.10 for an initial term of four years; provided that the governing authority of DeKalb County shall also appoint one (1) additional member for an initial term of four years. For purposes of clarification, and to avoid confusion, this Section 4.01(c) is intended to provide that DeKalb County shall always maintain a voting majority on the Board.

When identifying individuals for appointment to the Board (a "New Appointment"), DeKalb County and each City which is a Party to this Contract shall attempt to avoid appointing individuals with skill sets that are duplicative of the skill sets possessed by the individuals already serving on the Board at the time that such New Appointment is to be made.

**Section 4.02. Term of Office.** Except as otherwise provided in this section, the members of the Board appointed under Section 4.01 shall be appointed for staggered terms. The initial term of the members appointed by the governing authority of DeKalb County shall be for two (2) years and subsequent terms of the members appointed by the governing authority of DeKalb County shall be for four (4) years. The initial term and subsequent term of the members appointed by the Mayor of the City of Lithonia shall be for four (4) years. All subsequent board appointments shall be for terms of either two or four years as necessary to ensure staggered terms of office. The first term of the initial Board members shall commence on the date of the first Board meeting. Each Board member at the election of his or her appointing Party may serve an unlimited number of terms. In the event State law is amended to provide for different terms or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

**Section 4.03. Removal.** Board members serve at the pleasure of their appointing Party and may be removed by the appointing Party at any time with or without cause, or may be removed pursuant to any other provision of Georgia law.

**Section 4.04. Vacancies.** A vacancy among the members of the Board appointed under Section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.

**Section 4.05. Participation by School Districts.** Each school district containing within its geographical boundaries Real Property owned by the Land Bank shall be given advance notice of each Board meeting and may designate a School District Advisor to the Board.

**Section 4.06. Meetings.** The Board shall conduct its first meeting no later than thirty (30) calendar days after the Board is appointed. The Board shall meet at least annually and hold such other meetings at the place, date and time as the Board shall determine. All meetings of the Board shall comply with the provisions of Sections 50-14-1 *et seq.* of the Official Code of Georgia Annotated, including, but not limited to, the provisions requiring public notice of the time, place, and date of the meetings.

**Section 4.07. Records of Meetings.** The Board shall maintain a written record of each meeting. Meeting summaries and minutes shall be kept in accordance with Sections 50-14-1 *et seq.* and 50-18-70 *et seq.* of the Official Code of Georgia Annotated.

**Section 4.08. Quorum and Voting.** Presence for both quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. After a quorum is established, all actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, that no action of the Board shall be authorized on the following matters unless approved by a majority of the entire Board membership (with such vote constituting "a majority of the entire Board membership" to include the affirmative vote of a DeKalb County Board Member):

(a) Hiring or firing of any employee or contractor of the Land Bank. Such function may, by a majority vote of the total Board membership (with such vote constituting "a majority of the entire Board membership" to include the affirmative vote of a DeKalb County Board Member), be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify;

(b) The incurring of debt; and

(c) Adoption or amendment of the annual budget.

**Section 4.09. Board Responsibilities.** The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Contract and the Land Bank Act,

including, but not limited to, the powers set forth in Sections 48-4-106 and 48-4-112 of the Land Bank Act.

**Section 4.10. Fiduciary Duty.** The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

**Section 4.11. Compensation.** The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by Georgia law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

**Section 4.12. Executive Director.** The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies and this Contract. The executive director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Board, provided that the executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any powers or duties it considers proper, under such terms, conditions and to the extent that the Board may specify.

**Section 4.13. Employees.** The Land Bank may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to contracts with any Party or other public entities.

**Section 4.14. Expertise of Land Bank Staff.** The staff of the Land Bank shall be persons who have demonstrated special interest, experience or education in urban planning, community development, real estate, law, finance or related areas.

**Section 4.15. Ethics.** The Board shall adopt ethics policies governing the conduct of Board members, officers, appointees, employees and independent contractors. The policies shall be no less stringent than those provided for public officers and employees under Section 45-10-1 *et seq.* of the Official Code of Georgia Annotated. In addition, members of the Board shall be subject to any ethics code otherwise applicable to appointees of each Party, such as Section 22A of the Organizational Act of DeKalb County, or the Charter and Ordinances of the City of Lithonia, as applicable.

**Section 4.16. Conflicts of Interest.** Members of the Board and officers, appointees, employees and independent contractors of the Land Bank shall be deemed to be public officials

for the purposes of Section 45-10-20 *et seq.* of the Official Code of Georgia Annotated, or corresponding provisions of future State conflicts of interest law, and are subject to any other applicable law with respect to conflicts of interest. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

## **ARTICLE V** **GENERAL POWERS OF LAND BANK**

**Section 5.01. General Powers Under Land Bank Act.** The Land Bank may exercise all of the powers, duties, functions and responsibilities of a land bank under the Land Bank Act to the extent authorized by the Land Bank Act and any other Georgia law.

**Section 5.02. Tax Limitation.** The Land Bank shall not levy any type of tax or special assessment.

**Section 5.03. Eminent Domain Prohibited.** The Land Bank shall neither possess nor exercise the power of eminent domain.

**Section 5.04. Limitation on Political Activities.** The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

**Section 5.05. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Contract is intended, nor shall it be construed, as a waiver by any Party of any sovereign or governmental immunity applicable to the Parties.

**Section 5.06. Non-Discrimination.** The Land Bank shall comply with all applicable laws and policies prohibiting discrimination.

(a) The Land Bank shall not provide services in a manner that discriminates against an individual because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

(b) The Land Bank shall not fail or refuse to hire, recruit, promote, demote, discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

## **ARTICLE VI** **SPECIFIC POWERS OF THE LAND BANK**

**Section 6.01. Acquisition of Real Property.** Except as otherwise provided in this

Contract or under the Land Bank Act, the Land Bank may acquire, by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, Real Property or personal property, or rights or interests in Real Property or personal property, on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank. The Land Bank may purchase Real Property by purchase contract, lease purchase contract or otherwise. The Land Bank may acquire Real Property or rights or interests in Real Property for any purpose the Land Bank considers necessary to carry out the purposes of the Land Bank Act.

**Section 6.02. Tax Delinquent Real Property.** Subject to the notice provided to school districts pursuant to Section 48-4-112(a) of the Land Bank Act, and by resolution of the Board subject to the requirements of Section 4.08 of this Contract, the Land Bank may discharge and extinguish Real Property tax liens and claims owed to one or more of the Parties that encumber Real Property owned by the Land Bank. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may foreclose the right of redemption on Real Property interests acquired through tax sale.

**Section 6.03. Quiet Title Actions.** The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank Real Property.

**Section 6.04. Execution of Legal Documents Relating to Real Property.** All deeds, mortgages, contracts, leases, purchases or other contracts regarding Real Property of the Land Bank, including contracts to acquire or dispose of Real Property, shall be approved by the Board or by a Land Bank staff member authorized by the Board, and executed in the name of the Land Bank.

**Section 6.05. Holding and Managing Real Property.** The Land Bank may hold and own in its name any Real Property acquired by the Land Bank or conveyed to the Land Bank by the State, a Party to this Contract, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Real Property with or without clear title. The Land Bank may, without the approval of a local unit of government in which Real Property held by the Land Bank is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the Real Property it holds or owns. The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable laws and codes. Real Property held by the Land Bank shall be inventoried and appraised and classified by the Land Bank according to the title status of the Real Property and suitability for use. The inventory shall be maintained as a public record and shall be filed in the principal office of the Land Bank. The Land Bank may take or perform actions with respect to Real Property held or owned by the Land Bank, including, but not limited to, the following:

- (a) grant or acquire a license, easement, or option with respect to Real Property as the

Land Bank determines is reasonably necessary to achieve the purposes of this Contract and the Land Bank Act;

(b) fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property or for services provided by the Land Bank;

(c) pay any tax or special assessment due on Real Property acquired or owned by the Land Bank;

(d) take any action, provide any notice, or institute any proceeding required to clear or quiet title to Real Property held by the Land Bank in order to establish ownership by and vest title to Real Property in the Land Bank; and

(e) remediate environmental contamination on any Real Property held by the Land Bank.

**Section 6.06.Lawn Maintenance of Real Property Within a City.** Regarding any Real Property acquired by the Land Bank or conveyed to the Land Bank as contemplated by this Contract that is a City Property (as defined in Section 1.02 of this Contract), during the course of the Land Bank's ownership of such Real Property, the City (if such City is a Party to this Contract) within whose boundaries such Real Property lies shall be responsible for the maintenance of such Real Property specifically related to keeping the lawn free of debris, and such lawn and the trees and the shrubs on such Real property properly cut, pruned and trimmed.

**Section 6.07.Civil Action to Protect Land Bank Real Property.** The Land Bank may institute a civil action to prevent, restrain or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank.

**Section 6.08.Environmental Contamination.** If the Land Bank has reason to believe that Real Property held by the Land Bank may be the site of environmental contamination, the Land Bank shall provide the Environmental Protection Division of the Georgia Department of Natural Resources with any information in the possession of the Land Bank that suggests that the Real Property may be the site of environmental contamination. The Land Bank shall cooperate with the Georgia Department of Natural Resources with regard to any request made or action taken by the Department of Natural Resources.

**Section 6.09.Transfer of Interests in Real Property by Land Bank.** On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, mortgage as mortgagor or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest to any public or private Person.

**Section 6.10.Criteria for Conveyance.** Land Bank Real Property shall be conveyed in accordance with the Land Bank Act and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The Board may adopt



policies and procedures that set forth priorities for a transferee's use of Real Property conveyed by the Land Bank, including, but not limited to, affordable housing.

**Section 6.11. Structure of Conveyances.** Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

**Section 6.12. Disposition of Proceeds.** Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Bank Act.

## **ARTICLE VII**

### **BOOKS, RECORDS, AND FINANCES**

**Section 7.01. Land Bank Records.** The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. The records of the Land Bank, which shall be available to the Parties, shall include, but not be limited to, a copy of this Contract along with any amendments to the Contract. The records and documents shall be maintained until the termination of this Contract and shall be delivered to any successor entity.

**Section 7.02. Financial Statements and Reports.** The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

**Section 7.03. Annual Budget.** The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

**Section 7.04. Deposits and Investments.** The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of public funds.

**Section 7.05. Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Board.

**Section 7.06. Performance Objectives.** Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance.

**ARTICLE VIII**  
**FUNDING AND EXPENDITURES AND IN-KIND CONTRIBUTIONS**

**Section 8.01. Budget Contributions.** While under no obligation, the Parties may contribute to the annual Land Bank budget in such manner as approved by the Party or Parties.

**Section 8.02. Tax Allocation.** The Parties agree that in accordance with Section 48-4-110(c) of the Land Bank Act, 75% of the Real Property taxes collected on Real Property, exclusive of any state or school district ad valorem tax, conveyed by the Land Bank after the Effective Date shall be remitted to the Land Bank commencing with the first taxable year following the date of conveyance and shall continue for a period of five (5) years.

**Section 8.03. Management of Funds.** The Land Bank executive director, or other individual designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the accounts.

**Section 8.04. Authorized Expenditures.** The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Contract.

**Section 8.05. In-Kind Contributions.** Each City that is a Party to this Contract shall make "in-kind" contributions to the Land Bank with the type of such "in-kind" contributions to be determined in such City's discretion. Such "in-kind" contributions may consist of (i) making office facilities available for meetings of the Land Bank's Board of Directors, (ii) providing office supplies to the Land Bank, and (iii) assigning certain of such City's staff to provide additional staff resources to the Land Bank for the purpose of assisting the Land Bank in the execution of its duties and responsibilities.

**ARTICLE IX**  
**DURATION OF CONTRACT**

**Section 9.01. Duration.** This Contract shall commence on the Effective Date and shall remain in full force and effect until December 31, 2025, at which time it shall become null and void, unless terminated earlier under the terms and conditions set forth herein.

**Section 9.02. Withdrawal by Party.** Any Party may withdraw from this Contract upon six (6) months prior notice in writing to the Land Bank and all Parties as provided under Section 10.01. Upon the effective withdrawal of any Party to this Contract, the Party so withdrawing will no longer have any rights to funds or other assets of the Land Bank; provided, however, that such withdrawal shall not discharge the withdrawing Party from its obligations under Section 8.02 of this Contract. The Land Bank shall not automatically dissolve upon the withdrawal of one or more Parties except that no City may maintain the existence of a land bank if the County in which the City is located withdraws from the Land Bank, and no County may maintain the existence of a Land Bank if the single City that is both located within that county and a Party

withdraws from the Land Bank.

**Section 9.03.Termination.**The Land Bank shall be terminated by: (i) agreement by all Parties to this Contract; (ii) by affirmative resolution approved by two-thirds of the membership of the Board and in accordance with Section 48-4-111 of the Land Bank Act; or (iii) by withdrawal of one or more Parties such that only one Party to this Contract remains and such remaining Party is not a consolidated government.

**Section 9.04.Disposition upon Termination.** As soon as possible after termination, the Land Bank shall finish its affairs as follows:

(a) all of the Land Bank's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Land Bank and distribution of its assets shall be paid first;

(b) the remaining Real Property and personal property owned by the Land Bank, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining Real Property and personal property, and other assets of the Land Bank, shall become assets of the city, county or consolidated government in which the Real Property is located, unless provided otherwise in any applicable intergovernmental contracts; and

(c) liability shall be absorbed upon termination as agreed upon by the Board of the Land Bank. In the absence of agreement by the Board, liability associated with each property shall be with the Party in which the property is located.

## **ARTICLE X** **MISCELLANEOUS**

**Section 10.01.Notices.** Any and all correspondence or notices required, permitted or provided for under this Contract to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices, including any notice of withdrawal under Article IX, shall be sent to each other Party's signatory to this Contract, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested. Notices to DeKalb County shall be sent to: Chief Executive Officer, 1300 Commerce Drive, 6<sup>th</sup> Floor, Decatur, GA 30030. Notices to the City of Lithonia shall be sent to the Mayor, 6980 Main Street, Lithonia, GA 30058. Notices to the Land Bank shall be sent to the Land Bank Principal Office. All notices sent to the addresses listed above shall be binding unless said address is changed in writing.

**Section 10.02.Entire Agreement.** This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings or representations between the Parties in any way related to the subject matter of

this Contract, except as expressly stated in this Contract.

**Section 10.03. Interpretation of Contract.** The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Contract and the Land Bank Act. All powers granted to the Land Bank under this Contract and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

**Section 10.04. Severability of Provisions.** If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

**Section 10.05. Governing Law.** This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

**Section 10.06. Captions and Headings.** The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.

**Section 10.07. Terminology.** All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

**Section 10.08. Cross-References.** References in this Contract to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Contract to any section include all subsections and paragraphs in the section.

**Section 10.09. Jurisdiction and Venue.** In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of DeKalb County.

**Section 10.10. Amendments to Contract.** With the exception of the addition of a new Party pursuant to the provisions of Section 3.10 of this Contract, this Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

**Section 10.11. Amendments to Land Bank Act.** The Land Bank and Board shall have any powers authorized pursuant to any amendments, replacements or substitutions to the Land Bank Act, unless the Contract is amended by the Parties to provide otherwise.

**Section 10.12. Effective Date.** This Contract shall become effective as of the Effective Date.

**Section 10.13. Time of Essence.** Time is of the essence of this Contract.

[ Signature page to follow ]

This Contract is hereby executed by the authorized representatives of the Parties as of the date indicated herein.

DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)  
Michael L. Thurmond  
Chief Executive Officer

CITY OF LITHONIA, GEORGIA

By: [Signature] (SEAL)  
Deborah Jackson  
Mayor



ATTEST:

By: [Signature]  
Barbara H. Sanders, CCC  
Clerk to the Chief Executive Officer  
and Board of Commissioners

ATTEST:

By: [Signature]  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: [Signature]  
~~Viviane Erastes~~ **TERRI N. GORDON**  
~~SUPERVISOR~~ County Attorney

By: [Signature]  
City Attorney

APPROVED AS TO SUBSTANCE:

By: [Signature]  
Allen Mitchell  
Community Development Director

31 Dec. 2019

APPENDIX I

The undersigned agree that the City of Lithonia is authorized to, and has, become a Party to this Intergovernmental Contract by virtue of the approval through official action of by the Parties as indicated below.

DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)

Chief Executive Officer

ATTEST:

By: [Signature]

Clerk to the Chief Executive Officer and Board of Commissioners

APPROVED AS TO FORM:

By: [Signature]  
**TERE N. GORDON**  
SUPERVISING County Attorney

CITY OF LITHONIA, GEORGIA

By: [Signature] (SEAL)  
Mayor

ATTEST:

By: [Signature]  
City Clerk

APPROVED AS TO FORM:

By: [Signature]  
City Attorney



APPROVED AS TO SUBSTANCE

By: [Signature]

Community Development Director

31 Dec. 2019

**APPENDIX II**

The undersigned City has become a Party to this Intergovernmental Contract by virtue of the approval through official action of the City on \_\_\_\_\_, the unanimous approval of the DeKalb Regional Land Bank Authority on \_\_\_\_\_, the approval of the Parties by official action of their governing authorities as indicated by official action in substantially similar form to that attached hereto as Appendix I and the Parties execution of a Contract Amendment.

**DEKALB REGIONAL  
LAND BANK AUTHORITY**

**CITY OF \_\_\_\_\_, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Chair

By: \_\_\_\_\_ (SEAL)  
Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Executive Director and  
Secretary

By: \_\_\_\_\_  
City Clerk



CITY OF LITHONIA  
STATE OF GEORGIA

DeKalb County  
Contract No. 1196-261

**RESOLUTION NO. 19-12-02**

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF LITHONIA, GEORGIA, APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT FOR CREATION OF THE DEKALB LAND BANK AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Lithonia, Georgia are the Mayor and Council thereof;

**WHEREAS**, in enacting Section 48-4-100*et seq.* of the Official Code of Georgia Annotated (hereinafter the "**Land Bank Act**"), the Georgia General Assembly found that there exists in the State of Georgia a continuing need to strengthen and revitalize the economy of the State of Georgia and the local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia;

**WHEREAS**, the Land Bank Act permits any county or counties and at least one city located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia;

**WHEREAS**, the Mayor and City Council find that the establishment of a land would be beneficial to the citizens of the City of Lithonia; and

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law, and the provisions of the Land Bank Act; and

**WHEREAS**, the City of Lithonia and DeKalb County desire to create the DeKalb Regional Land Bank Authority as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act; and

**WHEREAS**, the City has negotiated an Intergovernmental Agreement, attached hereto and incorporated herein by reference, for the creation and operation of the DeKalb Regional Land Bank Authority in accordance with the Land Bank Act.

**NOW THEREFORE**, be it resolved by the Mayor and Council of the City of Lithonia and by the authority of the same that the Intergovernmental Agreement between the City of Lithonia and DeKalb County creating the DeKalb Regional Land Bank Authority, in substantially identical format and language as attached herein, is hereby approved and the Mayor, City Clerk, and City Attorney as hereby authorized to execute same and such other documents necessary for its creation.

**SO RESOLVED AND EFFECTIVE**, this 16<sup>th</sup> day of December, 2019.

**CITY OF LITHONIA, GEORGIA**



DEBORAH A. JACKSON, MAYOR

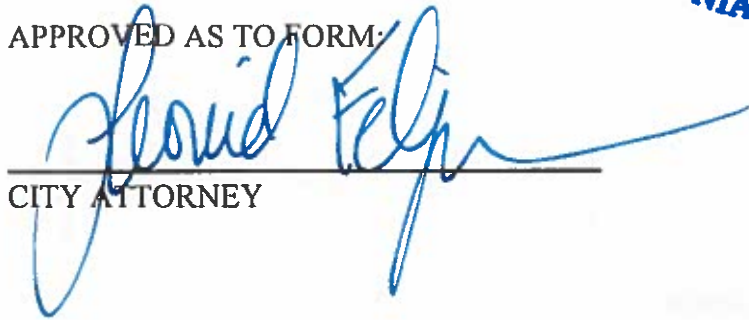
ATTEST:



CITY CLERK



APPROVED AS TO FORM:



CITY ATTORNEY

**DEKALB REGIONAL LAND BANK AUTHORITY**  
**2022 DRAFT BUDGET**

| <b>Description</b>   | <b>Draft Budget</b> |
|--|---------------------|
| Salaries & Benefits for Land Bank Staff                          | \$100,000           |
| Legal Services   | \$ 50,500           |
| Professional Fees  | \$ 25,000           |
| Insurance  | \$ 3,000            |
| Travel   | \$ 1,500            |
| Property maintenance, cleanup, debris removal                    | \$150,000           |
| Office Operations (supplies, computers, phones, web development) | \$ 20,000           |
| <b>TOTAL</b>   | <b>\$350,000</b>    |



# DeKalb County Government

Manuel J. Maloof Center  
1300 Commerce Drive  
Decatur, Georgia 30030

## Legislation Text

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File #: 2019-3907, Version: 1

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Substitute

Public Hearing: YES  NO

Department: Community Development

**SUBJECT:**

Commission District(s): Serves All

Local Government Agreement to Re-Establish the DeKalb Regional Land Bank Authority

Information Contact: Allen Mitchell, Director

Phone Number: (404) 371-2727

**PURPOSE:**

o consider approving the attached standard intergovernmental agreement to re-establish the DeKalb Regional Land Bank Authority pursuant to the Official Code of Georgia Annotated section 48-4-60 et seq., with the City of Lithonia, contingent upon the City of Lithonia's governing authority to participate, and authorizing the Chief Executive Officer to execute all necessary documents.

**NEED/IMPACT:**

DeKalb County in 2010 engaged in a comprehensive study on workforce housing. That report produced a major recommendation to establish a land bank in DeKalb County because at the time DeKalb County suffered a fallout of the housing crises, with a large stock of vacant, abandoned and derelict properties. Such properties present a public safety issue as it attracts crime and vandalism, brings nearby property values down and leads to further blight and unnecessary loss of otherwise decent, affordable housing. A DeKalb Regional Land Bank was established in 2011; however, became defunct after the City of Decatur pulled out. There is still a need to mitigate blighted properties and bring vacant properties back onto the tax roll.

Local Jurisdictions in Georgia are authorized to establish land banks pursuant to the Official Code of Georgia Annotated section 48-4-60 et seq. Local jurisdictions establish land banks by adopting an intergovernmental agreement between the County and at least one municipality.

All municipalities within DeKalb County are welcome to join.

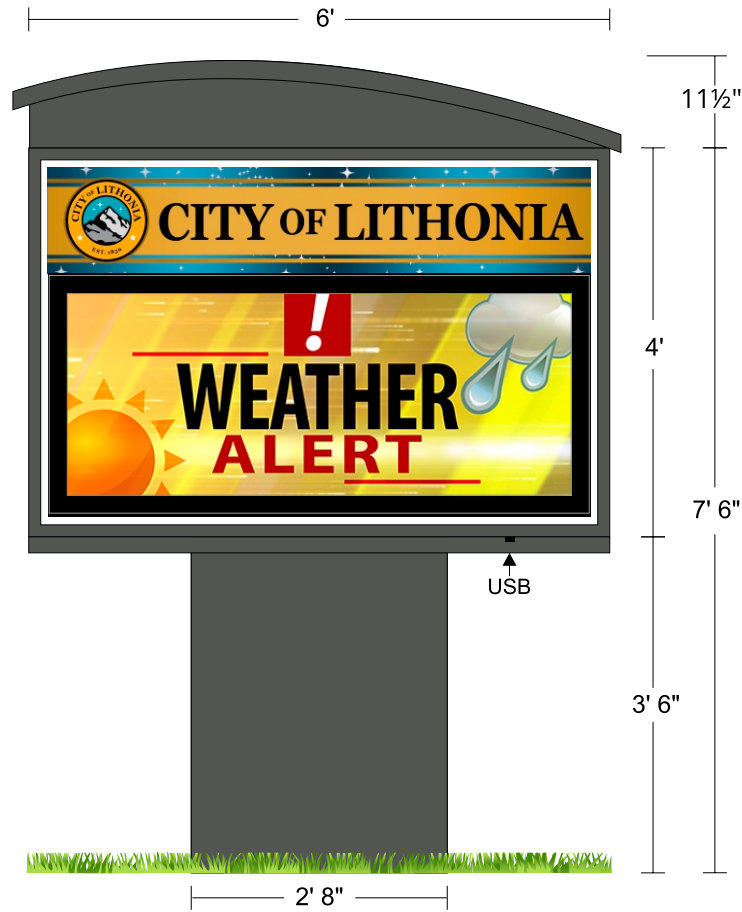
**FISCAL IMPACT:**

No cost to the County for Memorandum of Understanding.

**RECOMMENDATION:**

To approve the attached standard intergovernmental agreement to re-establish the DeKalb Regional Land Bank pursuant to the Official Code of Georgia Annotated section 48-4-60 et seq., with the City of Lithonia contingent upon the City of Lithonia's governing authority's approval to participate and authorizing the Chief Executive

Officer to execute all necessary documents.



978645-1a-s

Flat Surface Dimensions: 13.255" x 67.875"

With Bleed: 13.755" x 68.375"

**Stewart Signs**  
 ONE SIGN. ONE COMPANY

1-800-237-3928 [stewartsigns.com](http://stewartsigns.com)

TekStar Color 8mm 80x200

CABINET SIZE: 4' x 6'

Sk: 978645-1a-s Cust: 3164506

6/30/2021 O/a Vasquez SOLD

Scale: 1/2"=1' Color(s): Pewter

Signature \_\_\_\_\_

Date \_\_\_\_\_



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

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



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



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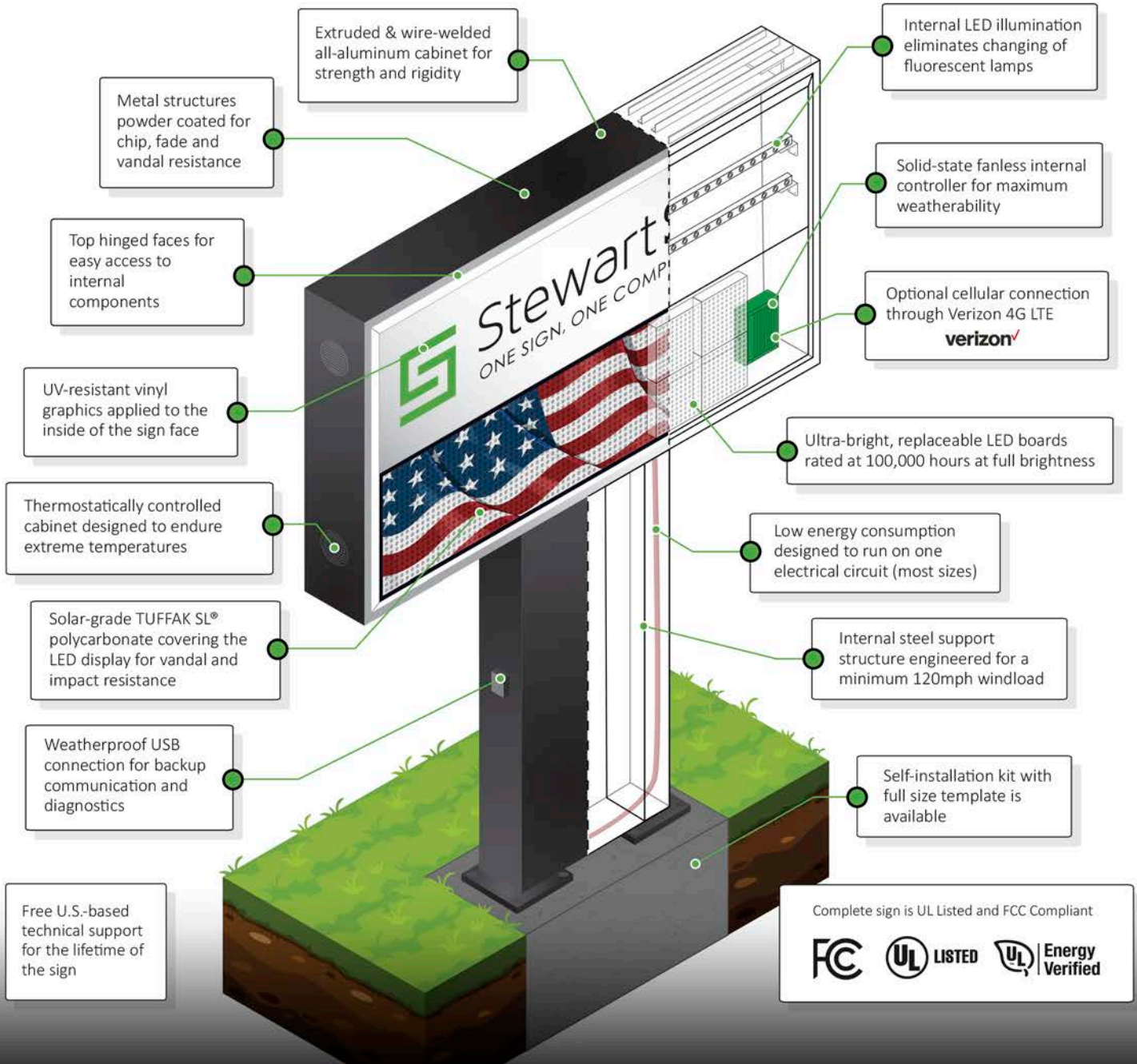
SignCommandFlyer-SS200801





# ANATOMY OF THE TEKSTAR LED

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Prepared for

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

Prepared by

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

| DESCRIPTION   | PRICE  |
|---|--|
| <p><b>Double Sided Full Color TekStar Outdoor LED Sign</b><br/>LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.</p> <p><b>LED display</b></p> <ul style="list-style-type: none"> <li>• 8.88mm full color at 72 pixels high by 180 pixels wide (12,960 total pixels per side)</li> <li>• Active display area 2'1" x 5'3" (11.0 square feet per side)</li> <li>• 1 to 9 rows of text and use your own images and video clips</li> <li>• 10-year parts availability guarantee (see warranty for info)</li> <li>• Entire sign UL Listed and FCC Part 15 compliant</li> </ul> <p><a href="#">See full display capabilities</a></p> <p><b>Communication method</b><br/>Communication provided by cellular modem and 5-year Cell Connect data plan.<br/><a href="#">See full specifications</a></p> <p><b>Sign structure and faces</b></p> <ul style="list-style-type: none"> <li>• Double sided 4' x 6' sign cabinet with 12" deep extruded aluminum</li> <li>• TCI® industrial powder coat finish, color: Pewter</li> <li>• Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face</li> <li>• Internal illumination with LED lamps</li> <li>• TUFFAK® SL pan-formed faces removable via internal retainers</li> <li>• Dual leg mount with cowling (creates pedestal appearance)</li> <li>• Leg height: 3'6", Leg width: 2'8", Overall sign height: 7'6"</li> <li>• Minimum wind load rating: 120mph, exposure B</li> <li>• Lifetime warranty on structure &amp; faces, including vandalism (see warranty for info)</li> </ul> <p><b>Electrical specifications</b></p> <ul style="list-style-type: none"> <li>• One 20 amp circuit, 120 volts; Max draw: 15.35 amps</li> </ul> <p><b>Custom options</b></p> <ul style="list-style-type: none"> <li>• Top trim 8</li> </ul> | <p>\$22,609.00</p>  |
| <p><b>Software</b><br/>SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. <a href="#">Learn more.</a></p>   | Included   |
| <p><b>Freight</b></p> <ul style="list-style-type: none"> <li>• Shipping of sign from factory to location</li> </ul>   | Included   |

Total: \$22,609.00  
+ any applicable sales tax  
Payment terms: Net 30 with Purchase Order Issued to  
Stewart Signs

Prepared for: City of Stone Mountain • Memorial Square, GA  
Prepared by: Alejandro Vasquez • avasquez@stewartsigns.com • 1.888.237.3928 x2440

**SHIPPING INFORMATION**

All items not specified here will be shipped to:  
City of Stone Mountain  
875 Main Street  
Memorial Square, GA 30083

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

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

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

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

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

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

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

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

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

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

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

I have read and understand the Terms & Conditions above.

INITIALS 

**ORDERING INSTRUCTIONS**

1. Review this quote for accuracy. Initial the Terms & Conditions box. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1031782-1

 SIGNATURE 

 PRINT NAME  DATE

*Alejandro Vasquez*  
Alejandro Vasquez, Sign Consultant

1/3/2024

**Limited Product Warranty ("Limited Warranty")**

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

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

**Definition of Warranty Coverage:**

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

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

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

any party other than the Company.

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

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

Contact Information:

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

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## Sec. 2-29. Rules of procedure.

- (a) At the request of the mayor or any councilman, all motions shall be reduced to writing.
- (b) A motion to reconsider any of the proceedings of the mayor and city council shall not be entertained unless it be made by a member who previously voted in the majority.
- (c) No motion shall be debated or put until it be seconded and stated by the mayor. It is then and not until then in possession of the mayor and city council and cannot be withdrawn but by leave of mayor and city council.
- (d) A motion to adjourn shall be in order at any time, except as follows:
  - (1) When repeated without intervening business or discussion;
  - (2) When made as an interruption of a member while speaking;
  - (3) When the previous question has been ordered; or
  - (4) While a vote is being taken.

A motion to adjourn is debatable only as to the time to which the meeting is adjourned.

- (e) **When a question is under debate, no motion shall be received, but:**
  - (1) To adjourn;
  - (2) To lay on the table;
  - (3) **For the previous question;**
  - (4) To postpone to a day certain;
  - (5) To commit;
  - (6) To amend; or
  - (7) To postpone indefinitely,

**which several motions shall have precedence in the order they stand arranged. A motion "for the previous question" is used to end debate immediately and bring the motion on the floor forward for an immediate vote. When such motion is made, all discussion shall cease to provide reasonable time for a member to second the motion. Once seconded, the members shall vote on the motion "for the previous question" immediately. If such motion is approved by at least four members of the city council then no further debate regarding the motion on the floor shall be entertained and the motion on the floor shall be brought forward for an immediate vote.**

- (f) When a proper motion is made, but information is wanted, the motion is to postpone to a day certain.
- (g) Matters claiming present attention for which it is desired to reserve for more suitable occasion, the order is a motion to lay on the table; the matter may then be called for at any time. If the proposition may need further consideration at the hands of a committee, the motion is to refer to a committee, but if it need but a few and simple amendments, the mayor and city council shall proceed to consider and amend at once.
- (h) On an amendment's being moved, a member who has spoken on the main question may speak again to the amendment.
- (i) The question is to be put first on the affirmative and then on the negative side. After the affirmative part of the question has been put, any member who has not spoken before to the question may arise and speak before the negative be put.
- (j) When a question has been moved and seconded and has been put by the presiding officer in the affirmative and negative, it cannot be debated unless under motion for reconsideration.

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(Code 1976, § 2-1004)

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Created: 2023-07-25 11:38:37 [EST]

(Supp. No. 45)

City of Stone Mountain  
Traffic Control Device Request Form

| Speed Zone     |  |
|----------------|--|
| Speed Zone On: | 75 MPH   |
| Between        | Rockborough Dr and Rockborough Terr  |
| Reason:        | To slow down speeders coming down Rockborough Terr and also traveling East West on Rockborough Drive |

| Other  |   |
|--|---|
| Request:   | Traffic calming measures  |
| Reason:  | The residents of Rockborough would like the Speed Humps to slow down speeders coming down Ridge Ave entering into Rockborough Subdivision - |
| This information is only to be used for Traffic Calming measures |   |

| Received by the City |   |
|----------------------|---|
| Date:                | 2/8/22  |
| Name:                | Alicia Daniels  |



Date: 1-31-2022

TRAFFIC CALMING REQUEST PETITION

STREET(S): Rockborough Drive / Rockborough Terr.  
AREA: Rockborough, Alabama

- 1 Herbocoleu Mesfin 682 Rockborough dr Alenmesfing@gmail.com
- 2 LANDRUM ERIC 674 Rockborough dr TARTleel674@BellSouth.c
- 3 ERIC ROBINSON 651 Rockborough Dr. debuggino@gmail.com
- 4 ELAINE HART 707 Rockborough dr. email elaine.hart@att.net
- 5 JUDY JONES Judy Jones Judy J.W@gmail.com
- 6 Sally Weaver 706 Rockborough Dr. s.weaver@yahoo.com  
Stone Mt, GA 30083
- 7 CHERYL RIVERS GOODMAN 731 ROCKBOROUGH DRIVE CEP0070  
STONE MOUNTAIN, GA 30083 Yahoo.com
- 8 Quang Tran 770 Rockborough Dr - Stone Mt 30083  
quangcisp@yahoo.com
- 9 \_\_\_\_\_
- 10 Shawnette Bryant - 690 Rockborough Dr -
- 11 \_\_\_\_\_
- 12 \_\_\_\_\_
- 13 \_\_\_\_\_
- 14 \_\_\_\_\_
- 15 \_\_\_\_\_



Date: 1-28-2022

TRAFFIC CALMING REQUEST PETITION

STREET(S): Rockborough Drive / Rockborough Terr.

AREA: Rockborough Subdivision


- 1 Elizabeth Small - 610 Rockborough Dr.
- 2 Meghan Forbes - 618 Rockborough Dr.
- 3 Antoinette Gibbs 595 Rockborough Drive
- 4 Sarah White - 565 Rockborough Drive
- 5 Esse Montgomery 562 Rockborough DR.
- 6 Dr. Wallace Taylor 546 Rockborough Dr
- 7 LETTA & RAYMOND MERRILL 511 ROCKBOROUGH DR. <sup>Emeryville</sup>
- 8 Melvin Wood 514 Rockborough Dr <sup>Mer</sup>
- \*9 Tiffany Brown 526 Rockborough Dr.
- \*10 Moe A Brown 526 Rockborough Dr.
- 11 Getahya Williams 526 Rockborough Dr (A)
- 12 JACK SPIVEY 585 Rockborough <sup>Jack Spivey</sup>
- 13 JT M + Co. 30083
- 14 Rebecca / Adam Ewan 635 Rockborough Dr <sup>Stone Mt, GA 30083</sup>
- 15 Marianna Marzaglia 602 Rockborough Dr 30083
- 16 Marctavious Dawson 5209 W. Rockborough Ct
- 17 CONNIE DAVIS 5210 W. Rockborough Ct <sup>Stn 14th 30083</sup>
- 18 FENNER & ACORN 5234 W. Rockborough Ct <sup>Stn 14th 30083</sup>
- 19 Brandon Chairman 5233 West Rockborough Ct <sup>Stn 14th 30083</sup>
- 20 Joel S. Boykin, Jr. 619 Rockborough Dr. <sup>Stn, Mtn, GA 30083</sup>

Date: 1-31-2022

**TRAFFIC CALMING REQUEST PETITION**

STREET(S): Rockborough Drive

AREA: Rockborough Subdivision

- 1 Adam Evans 635 Rockborough Drive  
adam.evans691@yahoo.com
- 2 Manulani Paddine 650 Rockborough Dr.
- 3 Vernia Rought 634 Rockborough Dr.
- 4 Calvin Watts 642 Rockborough Dr.
- 5 Marvette Pearson-Brooks 555 Rockborough Drive 
- 6 Walter Watkins 5310 Rockbridge Rd
- 7 Benjamin Beck 755 Rockborough DR
- 8 \_\_\_\_\_
- 9 \_\_\_\_\_
- 10 \_\_\_\_\_
- 11 \_\_\_\_\_
- 12 \_\_\_\_\_
- 13 \_\_\_\_\_
- 14 \_\_\_\_\_
- 15 \_\_\_\_\_

Date: 2-31-22

TRAFFIC CALMING REQUEST PETITION

STREET(S): Rockborough Terr -  
AREA: Rockborough Subdivision

- 1 Beverly Patterson 473 Rockborough Terr
- 2 J. Horner - 473 Rockborough Terr
- 3 April DeFlore - 5314 Rockborough Trail
- 4 Theodosia Walker - 401 Rockborough Terr
- 5 Bwendolyn Nickerson - 481 Rockborough Terr
- 6 Edw. Jones - 472 Rockborough Terr
- 7 \_\_\_\_\_
- 8 \_\_\_\_\_
- 9 \_\_\_\_\_
- 10 \_\_\_\_\_
- 11 \_\_\_\_\_
- 12 \_\_\_\_\_
- 13 \_\_\_\_\_
- 14 \_\_\_\_\_
- 15 \_\_\_\_\_



Date: 1-31-22

TRAFFIC CALMING REQUEST PETITION

STREET(S): Rockborough Dr.

AREA: Rockborough Sub-division

1 Timothy Smith 779 Rockborough Drive

2 Alex Jera-Lavis 742 Rockborough Dr #04 435 1588

3 Ben & Vie Baker 755 Rockborough Dr. viebaker@gmail.com

4 Robert Patrick K. Ford 722 Rockborough Drive rwolford338@gmail.com

5 Sandy Bush 730 12 Rockborough Dr

6 JAMES KING 536 ROCKBOUGH TER JAMESKINGTUTTUT@ya-ho.com

7 Shirley Moland 489 Rockborough Ter. ShirleyMoland201@gmail.com

8 Dan Ly 496 Rockborough Ter. dansokly@yahoo.com

9 John Manning 497 Rockborough Ter topcat1954US@yahoo.com

10 Paul Taylor 400 Rockborough Ter. Pstizza50@gmail.com

11 Theodora Compton 401 Rockborough Ter TheoCompton704@yahoo.com

12 Shaunette Bryant 6910 Rockborough Dr shraunettebryant@comcast.net

13

14

15

**Public Hearing:** YES  NO

**Department:** Public Works - Transportation

**SUBJECT:**

Traffic Calming Petition – Rockborough Drive and Rockborough Terrace. No Cost to County, \$25 assessment per parcel annually, 154 parcels.

**Information Contact:** Shawnette Bryant

**Phone Number:**

**PURPOSE:**

To consider accepting the plans and initiating the final petition process for Traffic Calming on Rockborough Drive and Rockborough Terrace.

**NEED/IMPACT:**

Traffic Volume and Speed data has been collected and analyzed on Rockborough Drive and Rockborough Terrace which meets the criteria for traffic calming measures and for initiating the petition process for distribution of the traffic calming petitions.

The initiator(s) from the neighborhood met with the design engineer for this affected area to discuss the alternative methods of traffic calming available to them and then to review the proposed plans. The initiator(s) took this information back to their neighborhood, and they conveyed to staff that they are in support of the attached proposed design moving forward to the petition process.

If the concept plan is approved by the city council, the initiator(s) will have 90 days to acquire 65% valid “yes” signatures from the property owners in the affected area.

**PUBLIC INFORMATION MEETING:**

A public information meeting was advertised and held on Monday, October 10, 2022. Members of the community attended and made comments about the project. Comments included the following:

1. Add speed undulations on Rockborough Trail. Rockborough Trail does not receive pass through traffic from Rockbridge Road and Ridge Avenue. Traffic speed data was not initially collected on Rockborough Trail. Therefore speed undulation were not proposed on Rockborough Trail.
2. Add a third speed undulation on Rockborough Terrace. Given the topographic conditions and the desired spacings, it is the opinion of the Public Works Director’s office that a third speed undulation cannot be properly placed along the length of Rockborough Terrace.
3. Add sidewalks on the streets of this neighborhood as part of the traffic calming project. As sidewalks are funded and prioritized as a capital project city wide, such a project would have to be authorized through a different funding process.
4. Place “No Through Traffic” signs at the subdivision entrances on Ridge Avenue and Rockbridge Road. It is intended that the “Traffic Calming District” signs serve a similar purpose of discouraging cut through traffic. No such signs will be added to the plan.

If the concept plan is approved by the city council, the initiator(s) will have 90 days to acquire 65% valid “yes” signatures from the property owners in the affected area.

**FISCAL IMPACT:**

If the petition passes and a special tax district is adopted under a future agenda item, the installation cost to the City is estimated to be \$32,000.

**RECOMMENDATION:**

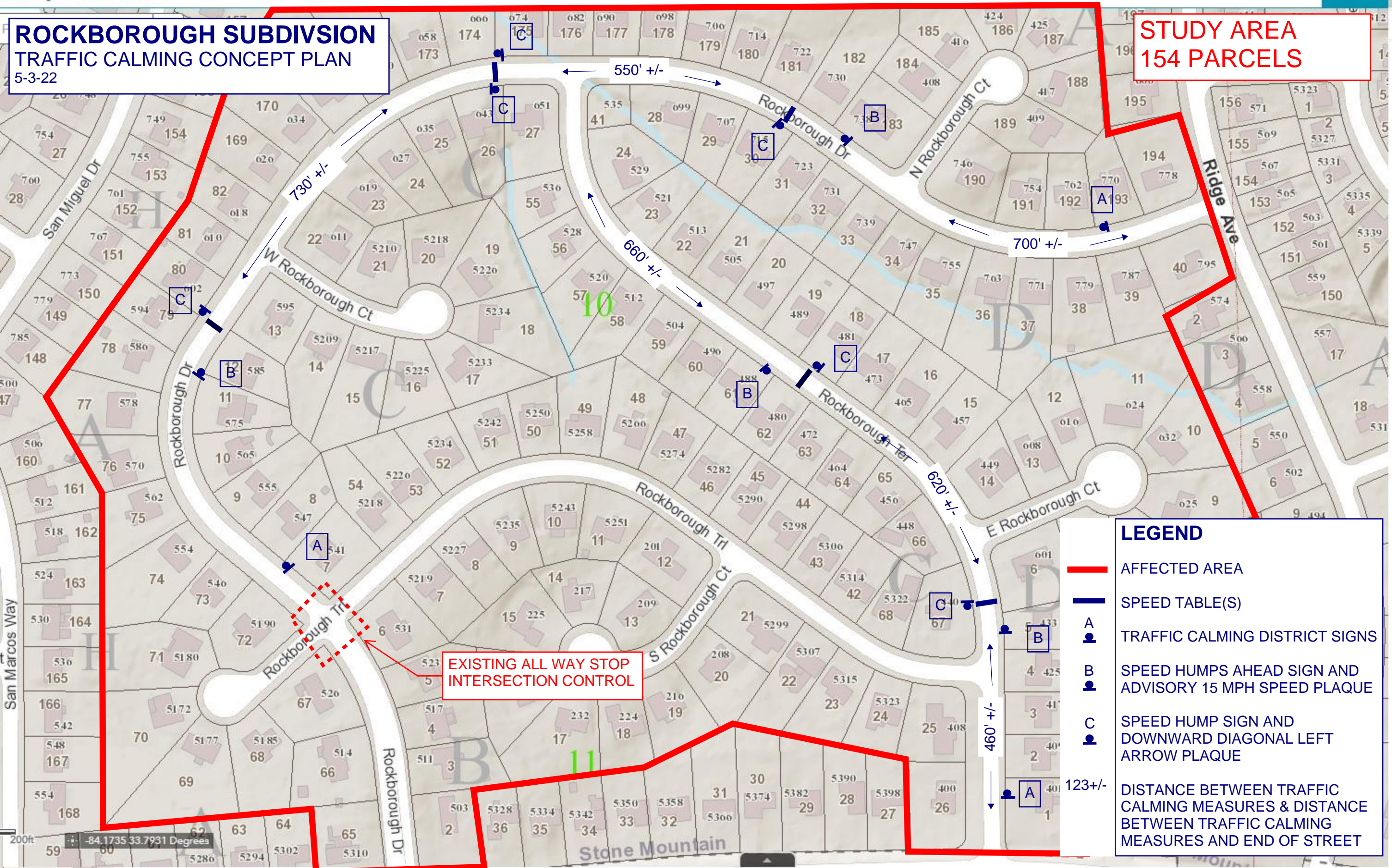
Accept the attached plan and start the 90-day petition process for Traffic Calming on Rockborough Drive and Rockborough Terrace.





# ROCKBOROUGH SUBDIVISION TRAFFIC CALMING CONCEPT PLAN 5-3-22

**STUDY AREA  
154 PARCELS**



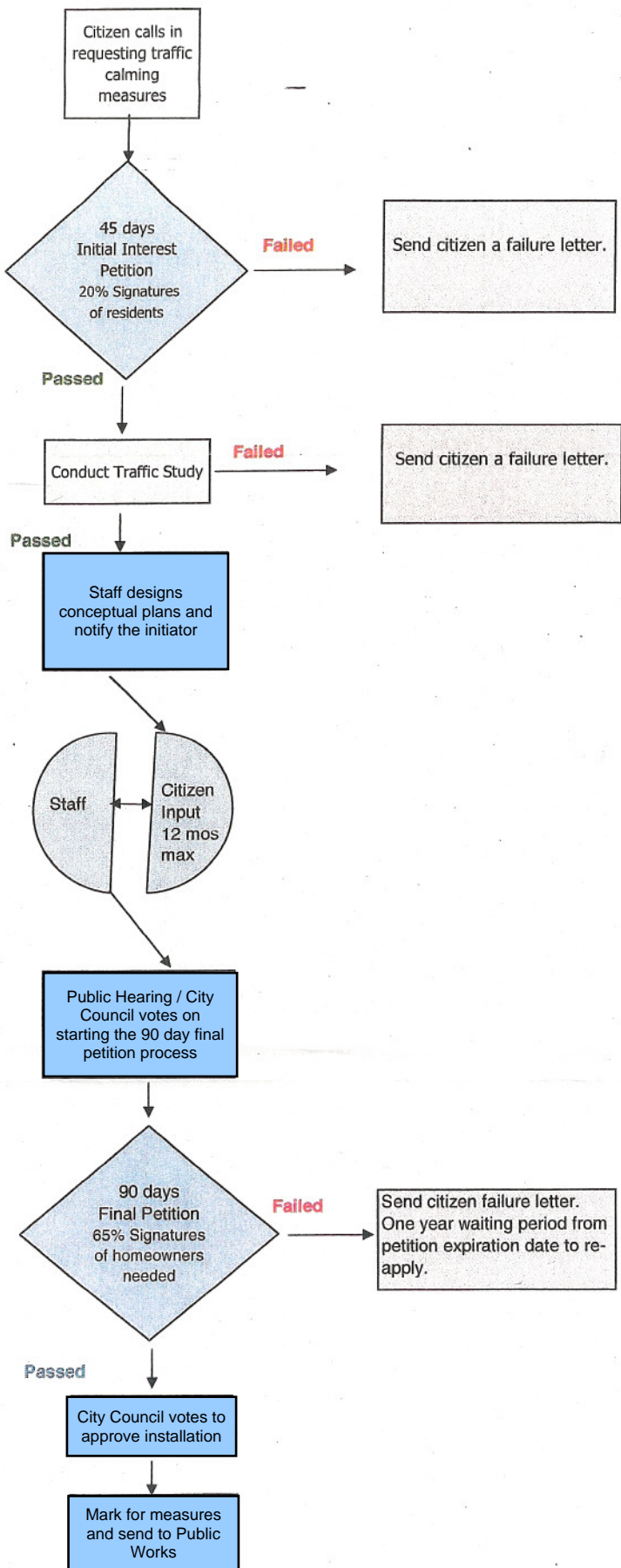
**EXISTING ALL WAY STOP  
INTERSECTION CONTROL**

### LEGEND

- AFFECTED AREA
- SPEED TABLE(S)
- TRAFFIC CALMING DISTRICT SIGNS
- SPEED HUMPS AHEAD SIGN AND ADVISORY 15 MPH SPEED PLAQUE
- SPEED HUMP SIGN AND DOWNWARD DIAGONAL LEFT ARROW PLAQUE
- DISTANCE BETWEEN TRAFFIC CALMING MEASURES & DISTANCE BETWEEN TRAFFIC CALMING MEASURES AND END OF STREET



# City of Stone Mountain's Traffic Calming Program







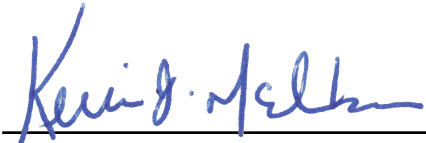
# Invoice

January 10, 2024  
Project No: R22.16768.00  
Invoice No: 96546

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

Stone Mountain On-Call Plan Services  
**Professional Services for the period ending October 27, 2023**  
**Professional Personnel**

|   | <b>Hours</b> | <b>Rate</b>               | <b>Amount</b> |                 |
|---|--------------|---------------------------|---------------|-----------------|
| Edinger, Richard<br>Traffic Calming Consultation with Councilmember Bryant (10/19/2023) | 2.00         | 290.00                    | 580.00        |                 |
| Totals  | 2.00         |                           | 580.00        |                 |
| <b>Total Labor</b>  |              |                           |               | <b>580.00</b>   |
|   |              | <b>Total this Invoice</b> |               | <b>\$580.00</b> |

  
\_\_\_\_\_  
Kevin McOmber, PE

**AN ORDINANCE TO AMEND CHAPTER 5 (BUILDING AND PROPERTY REGULATIONS), ARTICLE II (HISTORIC PRESERVATION COMMISSION), SECTION 5-42 (APPLICATION FEES) OF THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA**

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

**WHEREAS**, the City Council desires to update and amend Chapter 5 (Building and Property Regulations), Article II (Historic Preservation Commission), Section 5-42 (Application Fees) of The Code of the City of Stone Mountain, Georgia, to authorize the imposition of a corresponding fee but to remove the specific fee amount from the Code such fee to be determined by subsequent resolution of the City Council thereafter.

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

**SECTION 1.** Chapter 5 (Building and Property Regulations), Article II (Historic Preservation Commission), Section 5-42 (Application Fees) of The Code of the City of Stone Mountain, Georgia, is hereby amended as set out in Exhibit A, attached hereto and incorporated herein by this reference.

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

**SECTION 3.** This Ordinance shall become effective upon its adoption.

**SECTION 4.** This Ordinance was proposed by Council Member \_\_\_\_\_ with a motion to adopt. Thereafter, the motion was seconded by Council Member \_\_\_\_\_.  
\_\_\_\_ Council Members voted in favor and \_\_\_\_ Council Members voted against the motion.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

[CITY SEAL]

\_\_\_\_\_  
Jeff Strickland, City Attorney

## EXHIBIT A

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

### THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA

#### **CHAPTER 5 – BUILDING AND PROPERTY REGULATIONS**

#### **ARTICLE II. – HISTORIC PRESERVATION COMMISSION**

##### **Sec. 5-42. – Application Fees.**

- (a) Each application for a certificate of appropriateness shall be accompanied by a fee of ~~ten dollars (\$10.00)~~, a copy of which will remain on file in the planning department, to partially defray the public expense in processing such application. The fee shall not be required for an application filed by the city ~~or any nonprofit agency or organization~~.
- (b) **The fee required by this section shall be set by resolution of the city council.**

**RESOLUTION 2024-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF STONE MOUNTAIN, GEORGIA, TO ADOPT A FEE SCHEDULE REGARDING BUILDING AND ZONING ADMINISTRATIVE SERVICES**

**WHEREAS**, O.C.G.A. § 36-35-3(a) provides, in part, that the City Council shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

**WHEREAS**, it is appropriate that certain fees be established by the City Council regarding administrative activities related to building and zoning services conducted by the City's Administration; and

**WHEREAS**, the City Council desires to adopt a fee schedule regarding building and zoning-related applications, permits, reviews and other corresponding services engaged by the public and which services are conducted by the City's Administration.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Stone Mountain, Georgia, this 16<sup>th</sup> day of January, 2024, as follows:

1. The Fee Schedule, a copy of which is attached hereto marked Exhibit A, is hereby adopted.
2. This Resolution shall be effective immediately upon adoption by the City Council.

**CITY OF STONE MOUNTAIN, GEORGIA**

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

ATTEST:

\_\_\_\_\_  
Shawn Edmondson, City Clerk

[Affix City Seal]



City of Stone Mountain  
 375 Main Street  
 Stone Mountain, GA 30083  
 770-498-8984

## PERMIT FEE SCHEDULE

Effective January 17, 2024

### Building Fees

Unless otherwise stated, the valuation for all new construction will be based on the actual contract cost of the work or calculated by using the latest construction cost data as published in the Building Safety journal of the International Building Code Council. For interior completion only, the construction cost is valued at 50% of the calculated ICC building valuation.

Plan review fees are non-refundable and must be paid at the time of application submittal.

| REVIEW TYPE  | AMOUNT  |                              |
|--|---|------------------------------|
| <b>Administrative</b>  | \$75  |                              |
| <b>Plan Review Fees</b>  | <b>Resid</b>  | <b>Commercial/Industrial</b> |
| Minimum Plan Review Fee  | \$150   | \$300                        |
| Plan Review Fees   | Additional 25% of Permit Fee                                    | Additional 50% of Permit Fee |
| <b>Building Permit Fees</b>  |   |                              |
| \$0-\$25,000   | \$14 for each \$1,000   |                              |
| \$25,001-\$50,000  | \$350 for the 1st \$25,000 & \$10 for each additional \$1,000   |                              |
| \$50,001- \$100,000  | \$600 for the 1st \$50,000 & \$7 for each additional \$1,000    |                              |
| \$100,001 - \$500,000  | \$950 for the 1st \$100,000 & \$6 for each additional \$1,000   |                              |
| \$500,001 - \$1,000,000  | \$3,350 for the 1st \$500,000 & \$5 for each additional \$1,000 |                              |
| <b>Trade Permits</b>   | <b>Resid</b>  | <b>Commercial/Industrial</b> |
| Trade Permits  | \$75  | \$100                        |
| <b>Certificate of Occupancy or Completion</b>                                |   |                              |
| New Single-Family  | \$50  |                              |
| Renovated Single-Family  | \$50  |                              |
| New Commercial   | \$75  |                              |
| New or renovated commercial tenant space                                     | \$100   |                              |
| <b>Demolition Fees</b>   |   |                              |
| Interior (residential or commercial)   | \$100   |                              |
| Single-Family  | \$150   |                              |
| Commercial   | \$200   |                              |
| <b>Permit Extensions</b>   |   |                              |
| First (3 months)   | \$50  |                              |
| Subsequent (3 months)  | \$100   |                              |
| <b>Re-Inspection Fee</b>   | \$50  |                              |
| <b>Awnings</b>   | \$100   |                              |
| <b>Permit Extensions</b>   |   |                              |
| Transfer/Change of Contractor  | \$200   |                              |
| Structure Move   | \$200   |                              |
| Siding Replacement   | \$100   |                              |
| Residential Roof   | \$100   |                              |
| Inspection Outside of Normal Business Hours<br>(hourly rate - minimum \$150) | \$75/hr (\$150 min)   |                              |
| Replacement of Permit, CO, etc   | \$50  |                              |
| Minor Plan Revision Review (hourly rate -<br>minimum \$150)                  | \$75/hr (\$150 min)   |                              |
| Fee for Work Without a Permit  | 150% of Original Fee  |                              |
| Temporary Construction Trailer   | \$100   |                              |
| Temporary Power Letter   | \$50  |                              |
| Prelim/Code Compliance/Safety Inspections                                    | \$100   |                              |

## Zoning Fees

Plan review fees are non-refundable and must be paid at the time of application submittal. This fee schedule is approved pursuant to Section 12-2 - Schedule of Fee in Appendix A - Zoning of the City of Stone Mountain Code of Ordinances.

| Review Type                           | Amount |
|---------------------------------------|--------|
| Zoning Verification Letter            | \$40   |
| Special Use Permit                    | \$400  |
| Conditional Use Permit                | \$400  |
| Variance                              | \$400  |
| <b>Rezoning</b>                       |        |
| Residential Roof                      | \$500  |
| Multi-Family                          | \$600  |
| Commercial/Industrial                 | \$600  |
| <b>Signs</b>                          |        |
| Wall Sign                             | \$100  |
| Ground/Monument Sign                  | \$100  |
| Banner                                | \$25   |
| Banner Sign Inspection Fee            | \$200  |
| Street Cut Permit                     | \$100  |
| Tree Removal Permit (5 or more trees) | \$100  |
| <b>Plats</b>                          |        |
| Sketch Plat Review                    | \$100  |
| Preliminary Plat Review               | \$200  |
| Final Plat Review                     | \$200  |
| <b>Certificate of Appropriateness</b> |        |
| Residential                           | \$50   |
| Commercial                            | \$100  |
| COA Appeal                            | \$100  |

**AN ORDINANCE TO AMEND CHAPTER 23 (SIGNS), ARTICLE VII (ADMINISTRATION), SECTION 23-73 (FEES) OF THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA**

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

**WHEREAS**, the City Council desires to update and amend Chapter 23 (Signs), Article VII (Administration), Section 23-73 (Fees) of The Code of the City of Stone Mountain, Georgia, to authorize the imposition of a corresponding fee but to remove the specific fee amount from the Code such fee to be determined by subsequent resolution of the City Council thereafter.

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

**SECTION 1.** Chapter 23 (Signs), Article VII (Administration), Section 23-73 (Fees) of The Code of the City of Stone Mountain, Georgia, is hereby amended as set out in Exhibit A, attached hereto and incorporated herein by this reference.

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

**SECTION 3.** This Ordinance shall become effective upon its adoption.

**SECTION 4.** This Ordinance was proposed by Council Member \_\_\_\_\_ with a motion to adopt. Thereafter, the motion was seconded by Council Member \_\_\_\_\_. \_\_\_\_\_ Council Members voted in favor and \_\_\_\_\_ Council Members voted against the motion.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

[CITY SEAL]

\_\_\_\_\_  
Jeff Strickland, City Attorney

## EXHIBIT A

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

### THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA

#### CHAPTER 23 – SIGNS

#### ARTICLE VII. – ADMINISTRATION

##### Sec. 23-73. - Fees.

- (a) A ~~twenty five dollar (\$25.00)~~ non-refundable application fee shall be paid at the time of application submission.
- (b) When re-inspection is required by section 23-76 a **re-inspection** fee of ~~fifty dollars (\$50.00)~~ per re-inspection shall be charged **to and paid by the subject property owner or applicant.**
- (c) An additional fee of ~~one hundred fifty dollars (\$150.00)~~ shall be imposed **against the subject property owner or applicant** for each sign or sign structure installed prior to receiving approval. This fee shall be in addition to any penalties described in article VIII.
- (d) **The amount of the fees imposed hereunder shall be set by resolution of the city council.**



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

DATE: January 16, 2024  
TO: Mayor and City Council  
FROM: City Manager Darnetta Tyus  
RE: City Manager's Report

1. LED Lightening Repair

More information will be forthcoming from Richard Gresham on Monday (1/15/2024)

2. Project Update

Sinkhole Preliminary Assessment Update by Jonathan Eggleston

- A. 682 Rockborough Dr.
  - Completed
- B. 5311 Zachary Dr.
  - Repaired drop inlet and all concrete work has cured.
  - Pipe replacement will begin week of January 15th.
- C. 887 Churchill Court
  - Completed November 3, 2023
- D. 1001 Hill Street @ McCurdy Park (2 holes)
  - Work will start once Zachary Drive repair is finished.
- E. Ridge & JBR
  - Right-of-way issues to be addressed with CSX at upcoming meeting.
- F. Rosewood & Lucille
  - As of right now there is no need for repair, will continue to monitor on a regular basis.
- G. 768 3rd Street and E. Mountain in front of Stone Cliff Townhomes
  - The frame is being fabricated by Tucker Welding. Once part is received repair will be completed
- H. Rankin Street
  - will be completed after Zachary and after Hill

All deadlines for the projects listed above are dependent on the availability of materials. A lag in delivery dates will be push out completion dates.

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

DATE: January 16, 2024  
TO: Mayor and City Council  
FROM: City Manager Darnetta Tyus  
RE: City Manager's Report

3. Outdoor Gym:

The proposed "Outdoor Gym" project aims to establish a fitness facility in Stone Mountain, encouraging outdoor physical activities for residents. The project includes the installation of a concrete slab, assembly of fitness equipment, and a Studio Add-on for versatile fitness activities. The estimated total cost is \$239,500.00, with detailed breakdowns for each component. A payment of \$165,000.00 is due on January 18, 2024, crucial for initiating the project. Key components involve the foundation through concrete slab installation, fitness equipment assembly, and the Studio Add-on. The project's approval is scheduled for discussion during the Council meeting on January 16th. If approved, NFC will oversee the project, and in case of any hurdles, a contingency plan exists for potential reallocation in 2025. Please find attachments.

4. Events Calendar for City of Stone Mountain

Please find the attachment of the Events Calendar for the City of Stone Mountain.