



REGULAR CITY COUNCIL MEETING

(VIRTUAL MEETING TO BE HELD – CITY HALL CLOSED TO IN-PERSON, PUBLIC ACCESS/ZOOM MEETING AND/OR FACEBOOK LIVE INFO TO BE PROVIDED ON CITY WEBSITE & OTHER OUTLETS)

Tuesday, May 4, 2021 @ 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; 12 minutes total/3 minutes per comment)

READING AND APPROVAL OF THE JOURNAL

- A. Minutes of the Regular City Council Meeting 4/6/2021
- B. Minutes of the Special Called City Council Meeting 4/20/2021
- C. Minutes of the Work Session Council Meeting 4/20/2021

READING OF COMMUNICATIONS

ADOPTION OF THE AGENDA OF THE DAY – Request to add by unanimous consent:

New Business Item I. Road Closure Requests:

- i. Juneteenth Event – 06/19/2021 4pm to 11pm
- ii. Tareco Filming Application – 05/26/2021 through 05/28/2021 – Intermittent

New Business Item J. Investment Recap – City Wide Maintenance - \$5,200 (\$650 per month – 8 months)

COUNCIL POLICY DISCUSSION TOPICS

- a. Administration's request for Council consideration of Text Amendment Initiation – Microbreweries, Microdistilleries
- b. City Parks and Public Restrooms – Official Reopening – Protocol
 - a. Stonecrest Seahawks Proposal – Medlock Park – Long-term Facilities Use Request
 - b. DHYS Proposal – McCurdy Park – Long-term Facilities Use Request

UNFINISHED BUSINESS

None.

NEW BUSINESS

- A. Capital Expenditures Priorities – Parks & Recreation Committee Public Survey Results
- B. Parking Inventory and Policy Plan Review – Consideration of Metered Parking Scenario
- C. Traffic Calming Device Requests – Presentation and Recommendation by Director Jim Tavenner
- D. Application for Conditional Use – 5447 E. Mountain Street, Stone Mountain, GA 30083, Parcel 18 089 17 005 for Construction of a Guest House, Appendix A Zoning; Section 5-2.3(A)(5) Traditional Residential (R2) District
- E. Zoning Map Proposals - placeholder
- F. Declaration of Surplus Assets for Disposal – Police Department Request
- G. Bid Award and Contract Approval – Lovvorn Construction, Inc. – City Road Construction Services Agreement – Bid Number CIP 2021-001 – FY2021 Drainage Improvements Project 1 - \$129,500.00
- H. Proposal and Contract Approval – East Coast Grading, Inc. – City Road Construction Services Agreement Drainage Improvements at Rockborough Trail - \$23,925.13.

NEW ORDINANCE AND RESOLUTIONS

- A. Resolution 2021-09 – FY2021 Budget Amendment

CITIZEN COMMENTS – (Including comments from Public/Stakeholders; 10 minutes total/2 minutes per comment)

ANNOUNCEMENTS BY THE MAYOR

Executive Session – To Discuss Real Estate

ADJOURNMENT

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.



MINUTES OF THE REGULAR CITY COUNCIL MEETING
Tuesday, April 6, 2021 @ 6:30 pm
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER

Mayor Wheeler called the meeting to order at 6:30pm.

DETERMINATION OF A QUORUM

Mayor Wheeler determined a quorum was present. Council Members Little, Cox, Hollis, Johnson, Bryant, and Monroe were present.

INVOCATION AND PLEDGE

Council Member Hollis gave the invocation and Council Member Bryant led the Pledge of Allegiance.

CITIZEN COMMENTS – AGENDA ITEMS ONLY (Including comments from Public/Stakeholders; 12 minutes total/3 minutes per comment)

READING AND APPROVAL OF THE JOURNAL

A. Minutes of the Regular City Council Meeting 3/2/2021

Mayor Pro Tem Johnson moved to approve the minutes of the Regular City Council Meeting held on 3/2/2021. seconded by Council Member Hollis.

Approved 6-0.

B. Minutes of the Special Called City Council Meeting 3/16/2021

Mayor Pro Tem Johnson moved to approve the Special Called Meeting held on 3/16/2021; seconded by Council Member Hollis

Approved 6-0.

C. Minutes of the Work Session Council Meeting 3/16/2021

Mayor Pro Tem Johnson moved to approve the minutes of the Work Session held on 3/16/2021; seconded by Council Member Hollis.

Approved 6-0.

READING OF COMMUNICATIONS

ADOPTION OF THE AGENDA OF THE DAY

Mayor Pro Tem Johnson moved to adopt the agenda of the day with a request to add by unanimous consent under New Business Item E the Agreement between City of Stone Mountain and DeKalb Convention and Visitors Bureau and under New Ordinances and Resolutions Item C. Ordinance 2021-03 To Amend Chapter 13 Motor Vehicle and Traffic, Article III. Stopping, Standing, and Parking the second read; seconded by Council Member Hollis.

Approved 6-0.

UNFINISHED BUSINESS

A. COVID Relief Programming – Residential Relief/Small Business Relief Programs – Update

City Manager Thornton updated City Council on the COVID Relief Program.

B. Council Policy Discussion Topics
Discussion only.

City Council discussed parking options for the City.

City Council also discussed the American Rescue Plan funds that will be issued to the City. They discussed a potential committee made up of citizens to propose how these funds should be spent within the City.

NEW BUSINESS

- A. Contract for Service between Faith Works In Action and the City of Stone Mountain – Senior Connect Program - \$7,194

Mayor Pro Tem Johnson moved to approve the contract service between Faith Works in Action and the City of Stone Mountain; seconded by Council Member Cox.

City Council discussed as well as asked questions concerning the contract.

Approved 5-1. Council Member Hollis abstained from vote.

- B. Determination of Meeting Sessions to be Attended by the City Attorney

Mayor Pro Tem Johnson moved to approve that the City Manager makes the determination of attendance to meetings by City Attorney; seconded by Council Member Little.

Approved 4-3. Mayor Wheeler voted yes to break the tie. Council Member Bryant, Monroe, and Hollis voted no.

- C. Intergovernmental Contract between the Stone Mountain Downtown Development Authority and the City of Stone Mountain

City Council discussed as well as asked questions concerning the contract.

Mayor Pro Tem Johnson moved to approve the Intergovernmental Contract between the Stone Mountain Downtown Development Authority and the City of Stone Mountain; seconded by Council Member Little.

Approved 4-2. Council Member Bryant and Hollis voted no.

- D. Initial Alcoholic Beverage Privilege License Application – Jennifer Galloway, owner – Thirsty Mona Lisa, Inc., 979 Main Street, Stone Mountain, GA

Mayor Pro Tem Johnson moved to approve the initial Alcoholic Beverage Privilege License Application by Jennifer Galloway owner of Thirsty Mona Lisa, Inc. at 979 Main Street; seconded by Council Member Hollis.

Approved 6-0.

- E. Agreement between City of Stone Mountain and DeKalb Convention and Visitors Bureau

Mayor Pro Tem Johnson moved to approve the agreement between City of Stone Mountain and DeKalb Convention and Visitors Bureau; seconded by Council Member Hollis.

City Manager Thornton explained the agreement to City Council.

Approved 6-0.

NEW ORDINANCE AND RESOLUTIONS

- A. Resolution 2021-07 – Appointment of City Clerk – Alicia L. Daniels

Mayor Pro Tem Johnson moved to approve Resolution 2021-07 for the appointment Alicia Daniels to the position of City Clerk; seconded by Council Member Hollis.

Approved 5-1. Council Member Monroe voted no.

- B. Resolution 2021-08 – FY2021 Budget Amendment – To fund Juneteenth Event

Mayor Pro Tem Johnson moved to approve Resolution 2021-08, FY2021 budget amendment to fund the Juneteenth Event; seconded by Council Member Hollis.

Council Member Little reviewed the flyer for the event with Council as well as advised of street closures to Main Street, Manor Street, Second Street and E. Mountain Street.

Approved 6-0

- C. Ordinance 2021-03 To Amend Chapter 13 Motor Vehicle and Traffic, Article III. Stopping, Standing, and Parking – second read.

Mayor Pro Tem Johnson moved to approve Ordinance 2021-03 to amend Chapter 13 Motor Vehicle and Traffic; Article III. Stopping, Standing and Parking; seconded by Council Member Hollis.

Council questioned #4, Sec. 13-59 page 4 of 7, displaying advertising as vague. City Attorney gave insight and recommendation to table this item until clarified. Council agreed to approve the ordinance amendment without #4 and the City Attorney agreed.

Council Member Monroe moved to approve Ordinance 2021-03 to amend Chapter 13 Motor Vehicle and Traffic Article III Stopping, Standing and Parking and remove #4 of Sec. 13-59 page 4 of 7 from the ordinance; seconded by Mayor Pro Tem Johnson.

Approved 6-0.

CITIZEN COMMENTS – AGENDA ITEMS (Including comments from Public/Stakeholders; 10 minutes total/2 minutes per comment)

Denise Glenn
789 Fourth Street
Thanked Public Works for removing leaves from drainage area.

Ryan Smith
Concerned with the approval of the Faith Works In Action contract

Rev. Orea Parker
Spoke further on the Faith Works In Action contract.

ANNOUNCEMENTS BY THE MAYOR

Mayor Wheeler announced her desire to return to live meetings in June.

Council Members had comments of privilege.

Executive Session – To Discuss Real Estate

Mayor Pro Tem Johnson moved to adjourn into Executive Session to discuss real estate; seconded by Council Member Hollis.

Approved 6-0.

Adjourned into executive session at 8:05pm.

City Council resumed Regular session at 8:33pm. There was no action taken out of executive session.

Mayor Pro Tem Johnson moved to adjourn; seconded by Council Member Bryant.

Approved 6-0.

ADJOURNMENT

Adjourned at 8:33pm



MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
Tuesday, April 20, 2021 @ 6:30 pm
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER

Mayor Wheeler called the meeting to order at 6:44pm following the Public Hearing.

DETERMINATION OF A QUORUM

Mayor Wheeler determined a quorum was present. Council Members Little, Cox, Hollis, Johnson, Bryant and Monroe were present.

INVOCATION AND PLEDGE

Council Member Hollis gave the invocation, and Council Member Little led the Pledge of Allegiance

ADOPTION OF THE AGENDA OF THE DAY

Mayor Pro Tem Johnson moved to adopt the agenda of the day; Council Member Hollis seconded.

Approved 6-0.

NEW BUSINESS

A. Contract for Services Agreement between the City of Stone Mountain and Attorney Kristal Holmes

Mayor Pro Tem Johnson moved to approve the contract for services agreement between the City of Stone Mountain and Attorney Kristal Holmes; seconded by Council Member Hollis.

City Manager Thornton reviewed the agreement and the reason for contracting for new solicitor.

Approved 6-0.

B. Consideration of Council Chambers Streaming Update Proposal – Atlanta Soundworks, Inc.

Mayor Pro Tem Johnson moved to consider the Council Chambers streaming update proposal by Atlanta Soundworks, Inc.; seconded by Council Member Hollis.

City Manager Thornton elaborated on the proposal as asked by Council.

Approved 6-0 for consideration of proposal.

ADJOURNMENT

Mayor Pro Tem Johnson moved to adjourn into the Work Session; seconded by Council Member Little.

Approved 6-0.

Adjourned at 6:58pm.



MINUTES OF THE CITY COUNCIL WORK SESSION
Tuesday, April 20, 2021 @ 6:30 pm
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER

Mayor Wheeler called the meeting to order at 6:58pm following the Special Called Meeting.

READING OF COMMUNICATIONS

Mayor Wheeler had no communications to read.

ADOPTION OF THE AGENDA OF THE DAY

Mayor Pro Tem Johnson moved to adopt the agenda of the day; seconded to by Council Member Cox.

Approved 6-0.

CITIZEN COMMENTS – AGENDA ITEMS ONLY (Including comments from Public/Stakeholders; 12 minutes total/3 minutes per comment)

Marla Bexley Lovell

6473 JBR Memorial Drive

-Discussed traffic and speeding issues on JBR Memorial Drive.

Ginger Criswell

6535 JBR Memorial Drive

-Discussed proposal for traffic calming measures on JBR Memorial Drive and invited City Council Members to walk JBR Memorial Drive on Friday afternoon.

Alex Brennan

5387 E. Mountain Street

Randy Snead

1210 Lakepoint Lane

-Requesting use of Randolph Medlock Park for long-term use.

COMMITTEE DISCUSSION ITEMS

A. Planning Commission

City Manager Thornton presented the recommendation notes to the Conditional Use Application for 5447 E. Mountain Street discussed at Monday's meeting.

The Chair to the Commission, Alex Brennan advised the application was appropriate and the commission recommends approval.

B. Economic Development/Downtown Development Authority

Mayor Pro Tem Johnson advised a meeting of the DDA will be held on Monday, April 26.

C. Historic Preservation Commission

Alicia Daniels, City Clerk, announced HPC would hold a meeting tomorrow with six items on the agenda for review.

D. Parks and Recreation Committee

Council Member Cox spoke of the vacancies on the committee to be filled.

E. Comprehensive Plan – Steering Committee

City Manager Thornton provided an update to Council.

STAFF REPORTS

- A. Code Compliance Officer
No further report
- B. Public Works Director – Jim Tavenner
Public Works Director Jim Tavenner reviewed the Medlock Drainage project and bids proposed; advised Council of problems with the storm drainage project at Sexton with a GA power pole to be replaced and a gas line issue to be corrected.
- C. Chief of Police – Chief Troutman
No further report
- D. City Clerk – Alicia Daniels
City Clerk Alicia Daniels advised Council of the deadline to receive letters of interest and/or resumes for vacancies on the Park & Recreation Committee on April 23, 2021.
- E. Tourism Manager – Kim Cumbie
Kim Cumbie gave further report on the Village Cruisers Car Show, future filming project and Bike Month.

CITY MANAGER'S REPORT – City Manager ChaQuias Thornton

City Manager Thornton reported on the activities of the Administration Department, budgeting items and open job positions for the City.

There was discussion between Council, City Manager Thornton and Chief Troutman concerning open positions and promotions within the Police Department as well as hours for patrolling officers.

UNFINISHED BUSINESS

- A. Council Policy Discussion Topics
 - i. Administration's request for Council consideration of Text Amendment Initiation – Microbreweries, Micro distilleries

City Manager Thornton proposed Council consideration for a text amendment to the ordinance concerning microbreweries and micro distilleries.

NEW BUSINESS

- A. Capital Expenditures Priorities – Parks & Recreation Committee Public Survey Results

Council Member Cox reviewed the results of the Park & Recreation survey.

There was discussion amongst Council of improvement items of importance to focus on for each park.

- B. Parking Inventory and Policy Plan Review – Consideration of Metered Parking Scenario

Council engaged in differing parking scenarios for the City – parking validation, using old Marta lot for paid parking, metered parking spaces and shared parking scenarios

- C. Traffic Calming Device Requests – Presentation and Recommendation by Director Jim Tavenner

Public Works Director, Jim Tavenner, reviewed the traffic calming requests with Council. Jim also requested to obtain traffic count on these streets so the data can be used in assisting with these requests.

Some of the Council Members agreed to meet with Ginger Criswell to walk JBR Memorial Drive at 3pm on Friday, April 23.

City Manager Thornton advised Council of a need for a budget adjustment for the traffic calming requests to be presented at the Regular Session.

- D. Application for Conditional Use – 5447 E. Mountain Street, Stone Mountain, GA 30083, Parcel 18 089 17 005 for Construction of a Guest House, Appendix A Zoning; Section 5-2.3(A)(5) Traditional Residential (R2) District

There were no questions from Council concerning the application.

E. Zoning Map Proposals – placeholder

City Manager Thornton discussed the zoning map proposal; advised 14 proposals have been submitted to the Administration Department and review is being completed.

F. Declaration of Surplus Assets for Disposal – Police Department Request

City Manager Thornton reviewed the Police Department's request of the list of surplus assets for disposal.

There were no questions from Council or further discussion.

NEW ORDINANCE AND RESOLUTIONS

A. Resolution 2021-09 – FY2021 Budget Resolution – Addition of Part-time Welcome Center Attendant

City Manager Thornton explained the budget resolution.

Question from Council concerning the number of visitors coming to the Visitor's Center and the need for an additional employee.

CITIZEN COMMENTS – NON - AGENDA ITEMS (Including comments from Public/Stakeholders; 10 minutes total/2 minutes per comment)

Citizen Comments of non-agenda items were skipped.

ANNOUNCEMENTS BY THE MAYOR

Mayor Wheeler asked for any comments of privilege from Council.

Several Council Members gave comment.

ADJOURNMENT

Mayor Pro Tem Johnson moved to adjourn the meeting; seconded by Council Member Hollis.

Approved 6-0.

Adjourned at 9:13pm

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton, City Manager

RE : Council Consideration for Text Amendment – Microbreweries, Microdistilleries, etc.

05/04/2021 – COUNCIL POLICY DISCUSSION TOPICS – Item a.
Council consent is requested to allow the Administration to move forward with composition of draft form of text amendments in conjunction with Planning Commission hearing and review as required.

04/20/2021 – UNFINISHED BUSINESS – Council Policy Discussion Topic

In anticipation of future development/redevelopment of properties intended for the following uses:

- Microbreweries
- Microdistilleries

the City Manager (Administration) is requesting that Council consider text amendments to Chapter 3 Alcoholic Beverages and Appendix A - Zoning of the City's Code of Ordinances.

As of 2017, where permitted by local ordinance, there was established by Georgia law, an intermediate category of alcohol sale that includes brewpubs, breweries, and distilleries. In 2018, the City Council of Stone Mountain amended Chapter 3 Alcoholic Beverages to include definition and provisions for microbreweries. There were, however, no use regulations added to the City's Zone Code for such use.

CONSIDERATIONS FOR AMENDMENTS TO CHAPTER 3 – ALCOHOL

Chapter 3, Section 2.-Definitions currently does not have microdistilleries defined.

A microdistillery (also known as a craft distillery) is a building or group of buildings where distilled spirits are manufactured (distilled, rectified, or blended), bottled, packaged, and distributed for wholesale and/or retail distribution, at a rate of production that does not exceed _____ gallons annually.

Other associated terms that are recommended for addition to Section 2.-Definitions are:

Employee means any person who works or engages in activity for pay on the premises of a licensed establishment on a full-time, part-time, temporary, or

Memo: Council Consideration for Text Amendment

contract basis, regardless of whether the person is denominated an employee, independent contractor, agent, lessee, or otherwise. Employee does not include a person exclusively on the premises for repair or maintenance of the premises or for the delivery of goods to the premises.

Growler means a professionally sanitized reusable container not exceeding 64 ounces in volume used to transport draft beer for off-premises consumption.

Liter means the metric measurement currently used by the United States.

Manufacturer's tasting room means a portion of a microbrewery or a microdistillery where the manufacturer allows customers to consume alcoholic beverages that have been produced on the premises.

Add subsection 10 to Section 3-21(a). – Licenses required to sell alcoholic beverages.

(10) Microdistilleries pursuant to section 3-48.

Add Section 3-48. – Microdistilleries

The city clerk may issue license to establishments in which not more than _____ barrels of distilled spirits are manufactured (distilled, rectified, or blended) on the licensed premises in a calendar year and in which such manufactured distilled spirits may be sold for consumption on the premises and consumption off the premises, subject to the limitations presented in O.G.C.A. §3-4-24.2. Term "barrel" shall be defined as set forth in O.C.G.A. §3-4-1.

(a) No person, corporation, partnership or other legal entity shall engage in the business of a microdistillery of any kind in the incorporated limits of the city without first obtaining a license therefor under this chapter and a license to operate a distillery issued by the state revenue commissioner.

(b) Any holder of a license for a microdistillery issued pursuant to this chapter is required to apply for and obtain a distillery license from the state before any sales commence. Additionally, city licensees are required to abide by all applicable state regulations and laws.

(c) A microdistillery which is qualified and licensed by the state shall be allowed to manufacture distilled spirits or to distribute such distilled spirits at wholesale and at retail on the premises, provided it has filed, through the city clerk, an application with copies of its license and permits from the state, along with applicable license fees. A microdistillery must comply with all local zoning and other regulations before commencing operation.

(d) Retail sales of distilled spirits for consumption on the premises only licenses shall require that all consumption be at the microdistillery site.

(e) Notwithstanding any provision in this chapter to the contrary, retail sales of distilled spirits shall be allowed in a tasting room operated by a microdistillery licensed pursuant to state law. Nothing in this section shall be construed so as to authorize a microdistillery to sell distilled spirits in any tasting room on premises which are not actually located on the property where such distilled spirits are produced.

RECOMMENDATION OF AMENDMENTS TO APPENDIX A - ZONING

The Administration also recommends that Article V: - District Regulations of the City's Appendix A – Zoning be amended to include microbreweries and microdistilleries as uses permitted by condition in the Village Center Mixed Use (VCM), General Commercial (GC), and Industrial (I) Districts of the City with the following provisions for consideration:

Village center mixed-use (VCM) district 5-5.3 Permitted by condition (special uses)

13. Microbrewery provided that:

- a. Shall be a maximum of 2,400 square feet.
- b. No outdoor speaker systems shall be permitted.*
- c. Productions shall be in wholly enclosed building.
- d. No outdoor equipment or outdoor storage is permitted.

*(Noise provision may only reference the City's noise ordinance)

14. Craft Distillery (micro-distillery) provided that:

- a. Shall be a maximum of 2,400 square feet.
- b. No outdoor speaker systems shall be permitted.*
- c. Productions shall be in wholly enclosed building.
- d. No outdoor equipment or outdoor storage is permitted.

*(Noise provision may only reference the City's noise ordinance)

General commercial (GC) district 5-7.3 Permitted by condition (special uses).

10. Microbrewery provided that:

- a. Shall adhere to a maximum floor area of 10,000 square feet.
- b. No outdoor speaker systems shall be permitted.*
- c. Productions shall be in wholly enclosed building.
- d. No outdoor equipment or outdoor storage is permitted.

*(Noise provision may only reference the City's noise ordinance)

11. Microdistillery (micro-distillery) provided that:

- a. Shall adhere to a maximum floor area of 10,000 square feet.
- b. No outdoor speaker systems shall be permitted.*
- c. Productions shall be in wholly enclosed building.
- d. No outdoor equipment or outdoor storage is permitted.

*(Noise provision may only reference the City's noise ordinance)

Industrial (I) district 5-9.3 Permitted by condition (special uses).

7. Microbrewery provided that:
 - a. Shall adhere to a maximum floor area of 12,000 square feet.
 - b. Productions shall be in wholly enclosed building.
 - c. ~~No outdoor equipment or outdoor storage is permitted.~~
8. MicroDistillery (micro-distillery) provided that:
 - a. Shall adhere to a maximum floor area of 12,000 square feet.
 - b. Productions shall be in wholly enclosed building.
 - c. ~~No outdoor equipment or outdoor storage is permitted.~~

PROCESS FOR INITIATION OF TEXT AMENDMENT

Proposed amendments to Chapter 3 – Alcoholic beverages are outside of the City’s Zone Code and do not require public hearing. However, proposed amendments to Appendix A – Zoning require adherence to public hearing regulations.

In accordance with Appendix A – Zoning, Section 2-1.3 *Procedure for amending the zoning ordinance*, the mayor and city council may initiate zoning text or zoning map amendment and are exempt from the requirements for applications of the same.

1. Consent is received from Council to move forward with text amendment,
2. The Administration will collaborate with the City attorney to form preliminary draft of language amendments deemed necessary to accomplish the intent of the change,
3. The Administration will present the draft language amendments to the Planning and Zoning Committee for review and recommendation.
4. The Administration will cause public hearing in the matter, in accordance with Appendix A – Zoning, Section 2-1.4 Public hearing and decision.
5. Final draft of the form amendment will be presented to Council at a work session of Council with recommendation from the Administration and the Planning Commission.
6. Ordinance amendments require two (2) official reads before adoption.

Thank you,
CMThornton

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton, City Manager

RE : Parks Facilities_Public Restrooms_Long term Facilities Use Proposals

05/04/2021 – COUNCIL POLICY DISCUSSION TOPICS – Item b.

It is necessary for Parks Facilities and Public Restrooms official openings and protocols to be considered in conjunction with consideration of two (2) long-term facilities use proposals that have been submitted to the Administration. Please see copy of email message below, regarding.

04/22/2021 – Email to Governing Body

Good afternoon Mayor and Council,

I wanted to inform Council that the Administration has received one update and one new proposal for long term facilities use of McCurdy Park and Medlock Park. Attached you will find the following:

1. Long Term Facilities Use Form – including City Code provisions for use of the City's Recreation Facilities
2. DHYS Proposal for Improvements relative to DHYS's proposed use of McCurdy Park for baseball
3. Stonecrest Seahawk's proposal for use of Medlock Park for football

Being that the season for baseball is upon us and the football season is fast approaching, and as we gear up to offer protocol for official reopening of the City's parks and restrooms, I am hoping that we can get some conversation in regarding the proposals and relative parks protocol during the upcoming regular session. We can entertain preliminary conversation during Council policy topics during the 05/04/2021 meeting if Council will oblige discussion.

Long-term Facility Use



City of Stone Mountain
875 Main St., Stone Mountain, GA 30083
Phone: 770-498-8984 ext. 126
admin@stonemountaincity.gov

Group/Applicant Name:	
Address:	
Home/Mobile Phone:	
Email:	
Emergency Contact:	
Park/Field Requested:	Date(s) Requested:
	Field Prep Required: <input type="checkbox"/> yes <input type="checkbox"/> no (Please include description or drawing of field marking requirements in proposal)
Use Description:	
Projected Use Attendance:	*Do you charge for entry?: <input type="checkbox"/> yes <input type="checkbox"/> no
*Any vendors: <input type="checkbox"/> yes <input type="checkbox"/> no	*Any sales on site?: <input type="checkbox"/> yes <input type="checkbox"/> no

*Please include summary of potential charges for entry, and vendor or sales anticipations in proposal documents.

I hereby state that I have received and understand the Facility Use Rules. Applicant shall read, understand, and agree to all provisions set forth in this Parks and Recreation Facility Rules as attached. I understand that any terms and conditions that serve to alter Facility Rules must be approved by the Governing Authority or by the City Manager or City Manager's designee, as will be expressly stated in the associated Facility/Park Use Agreement.

I understand that draft Facility/Park Use Agreement will be presented to the Group/Applicant with the final proposed Agreement (with any revisions thereto) to be considered for approval by the Governing Authority of the City of Stone Mountain before long-term use of City of Stone Mountain Park Facilities is granted.

AUTHORIZED/APPLICANT SIGNATURE

DATE

ADMINISTRATION DEPARTMENT USE ONLY		
Proposal Received:	Work Session Date:	
	Permission Granted:	
Insurance Received:		
Number of Participants:		
Off-Duty Officer Required: <input type="checkbox"/> yes <input type="checkbox"/> no	Officer(s):	
Payment Due:	Type Payment:	
Initial Deposit:	Permit #:	



CITY OF STONE MOUNTAIN **FEE SCHEDULE FOR CITY OWNED FACILITIES** **LONG TERM FACILITY USE AGREEMENTS**

A long-term facility use agreement must be approved by Mayor and City Council prior to renting the following city owned facilities. Prior to the approval of a long-term facility use agreement proposal must be included on a work session agenda. The applicant must attend the work session and present their proposal to the Mayor and City Council. **The proposal must be submitted to the City Clerk one week prior to the work session. Work sessions of Mayor and Council are held on the third Tuesday of each month.**

Available facilities are as follows:

McCurdy Park – 5190 West Mountain Street
Medlock Park – 735 Ridge Avenue
Leila Mason Park – 5510 Stillhouse Road
VFW Park – 888 Gordon Street

Fee Schedule

\$2,800 for the following sports: Baseball, Softball, Volleyball, Croquet, and other similar sports

\$4,800 for the following sports: Football, Soccer, Rugby, lacrosse, Field Hockey, and other similar sports

CITY OF STONE MOUNTAIN CODE OF ORDINANCES

Chapter 19 - PARKS AND RECREATION

ARTICLE I. - PARKS AND RECREATION FACILITY RULES

Sec. 19-1. - Hours.

Unless otherwise provided by this section, parks and recreation facilities shall open at 7:00 a.m. and shall close at sunset, except that parks containing lighting for night use shall close at 10:00 p.m. Only those areas of parks and recreation facilities which are illuminated and in use at night shall be interpreted as being open. All other portions of such facilities not illuminated are considered to be closed. Applicable closing signs shall be conspicuously posted at all parks and recreation facilities and any deviation from the information contained on the signs must be approved in writing by the city.

A park or a portion of a park that has been designated by the mayor and council to be used as a "dog park" shall be open beginning November 1 and continuing through March 31 on Mondays through Fridays from 8:00 a.m. to 6:00 p.m.; on Saturdays from 9:00 a.m. to 7:00 p.m. and on Sundays and holidays from 10:00 a.m. to 7:00 p.m. The "dog park" shall be open beginning April 1 and continuing through October 31 on Mondays through Fridays from 8:00 a.m. to 8:00 p.m.; on Saturdays from 9:00 a.m. to 7:00 p.m. and on Sundays and holidays from 10:00 a.m. to 7:00 p.m. Holidays are to be defined as Thanksgiving, Christmas Eve, Christmas, New Years and Easter.

When the "dog park" is open until 8:00 p.m. the hours from 7:00 p.m. until 8:00 p.m. shall be designated as "quiet time" and owners shall not allow their dogs to bark excessively during this time. Owners who do not comply shall be instructed by the volunteer dog owner on duty to remove their dog from the dog park. The volunteer dog owner on duty shall be responsible for contacting emergency 911 when owners do not remove their dogs from the premises.

(Ord. No. 2011-03, 5-3-11; Ord. No. 2011-11, 11-1-11)

Sec. 19-1.1. - Dog park rules and regulations. N/A

Sec. 19-2. - Using parks for golf practice, putting greens, driving ranges.

No person shall use any park or other area owned or operated by the city for recreation purposes as a field for golf practice, putting green or driving range.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-3. - Motor vehicles in parks.

- (a) A motorized vehicle means a self-propelled, wheeled conveyance that does not run on rails. A motorized vehicle shall not include a wheelchair used by a person with disabilities as an auxiliary aid. A wheelchair means a device designed solely for use by a mobility-impaired person for locomotion that is suitable for use in an indoor pedestrian area.
- (b) No person shall operate a motorized vehicle of any kind or nature in or on any city park, bicycle path, or other area owned or operated by the city for recreational purposes. This section does not prohibit persons with disabilities from using a wheelchair as an auxiliary aid in or on any city park, bicycle path, or other area owned or operated by the city for recreational purposes.
- (c) This section does not prohibit the use of motorized vehicles for maintenance purposes or motorized vehicles using marked roads, driveways or parking areas.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-4. - Permit required for organized games, assemblages or gatherings, erection of booths or sale of articles.

- (a) The city clerk shall oversee scheduling of all city owned parks and public places for organized games, assemblages or gatherings.
- (b) No person shall be allowed to erect any booth or stand or to sell any article within the limits of any of the public parks without approval from the city council.
- (c) Application. All persons desiring to reserve a park shall make application to the city clerk. Applications shall be submitted no less than seventy two (72) hours prior to the reservation date(s) and shall be made by the person or persons responsible for the reservation. All applications must be approved by the city clerk and chief of police and must be accompanied by the required fees.
- (d) Limited reservations. Reservations shall be limited to one (1) reservation per month per person or group per park for no more than three (3) consecutive days. For the purpose of this chapter, "group" is defined as a collection of individuals who have regular contact and frequent interaction, mutual influence, common feeling of camaraderie, and who work together to achieve a common set of goals; this includes individual teams or team members of a league or other affiliation. Reservations shall not be accepted earlier than six (6) months in advance of the date for city residents or three (3) months in advance of the date for all non-residents.
- (e) Refusal or revocation of permit. The city reserves the right to refuse or revoke permits. Such a determination shall be based on health, safety and welfare of the public and protection of city property.

(Ord. No. 2011-03, 5-3-11; Ord. No. 2011-07, 8-2-11)

Sec. 19-5. - Alcoholic beverages.

It shall be unlawful for any person to drink or possess any alcoholic beverages on public property or within the vicinity of any parks or recreation facilities of the city.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-6. - Drug free zones defined.

City parks, or any portion thereof, are hereby declared a drug free zone.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-7. - Animals in parks.

- (a) It shall be unlawful for any person who harbors, possesses or is in charge of a domestic restrained or unrestrained animal (such as dogs, cats, etc.) to bring said animal onto any city owned athletic field, playground, and/or outdoor basketball court.
- (b) It shall be unlawful for any person to ride, graze or walk a horse or other type hoofed animal within municipal parks.
- (c) It shall be unlawful for any person who possesses, harbors, or is in charge of any animal not to immediately remove excrement deposited by the animal while in the municipal park. Animal excrement shall be removed from the park and disposed of in a sanitary means.
- (d) The provisions of this section shall not apply to an animal aiding the handicapped (e.g., guide dog) or to an animal when in police or rescue activities.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-8. - Special prohibitions.

- (a) **Paint.** It shall be unlawful for any unauthorized person to possess paint, in any form, in or on any park or other area owned or operated by the city for recreation purposes.
- (b) **Glass containers.** No person shall possess a glass container in or on any park or other area owned or operated by the city for recreation purposes.
- (c) **Bicycles on athletic fields.** No person shall ride or walk a bicycle or other non-motorized vehicle in or on any athletic field owned or operated by the city for recreational purposes. This section does not prohibit persons with disabilities from using a wheelchair as an auxiliary aid on such fields.
- (d) It shall be unlawful for any person to affix any bill, sign or notice on any tree, building or fixture in any of the parks of the city.
- (e) It shall be unlawful for any person to distribute handbills or dodgers or scatter or place any paper, books, refuse or trash of any kind in or about any of the public parks of the city.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-9. - Closing of athletic fields.

The city may close to the public athletic fields for maintenance purposes. Such closed fields shall be posted and it shall be unlawful for any person to enter a closed field.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-10. - Public address systems and outdoor entertainment.

No public address systems, loud speakers, amplifying devices or outdoor entertainment shall be used in city parks without first making application to the city police department. Applications shall be submitted to the police department no less than seventy-two (72) hours prior to the event and shall be made by the person or persons responsible for the event.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-11. - Firearms; firecrackers; air guns; slingshots; explosives; destructive substances; dangerous missiles.

It shall be unlawful for any person to handle or discharge any firearm, firecracker, air gun, slingshot or other explosive, noisy or destructive article or substance, or throw any stone or other missile in, about or across any of the parks belonging to or in the care of the city. This section shall not prohibit law enforcement officers from using firearms or other weapons in the performance of their duty.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-12. - Fires safety regulations.

It shall be unlawful for any person to build or maintain a fire in any park or other facility owned or operated by the city for recreational purposes except for fires contained in permanently mounted grills or personal grills.

(Ord. No. 2011-03, 5-3-11; Ord. No. 2016-07, Pt. I, 2-2-16)

Sec. 19-13. - Vegetation—damage or removal.

- (a) It shall be unlawful for any person to dig up, cut, damage or remove any tree, tree limb, shrubbery, flowers, rock, mulch or other vegetation/natural fixture located in any park or other area owned or operated by the city for recreational purposes.
- (b) This section shall not apply to personnel employed or engaged by the county to maintain city parks and recreational areas or an authorized group of volunteers involved in a city-approved project for the enhancement of a park or other area owned or operated by the city for recreational purposes.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-14. - Artifact or treasure hunting.

- (a) It shall be unlawful for any person to search any park or other area owned or operated by the city for recreational purposes for historic artifacts or for the purpose of locating lost or abandoned personal property of another, unless such person specifically is authorized by the owner of that personal property to make such search on the owner's behalf.
- (b) It shall be unlawful for any person to remove any historic artifacts or lost or abandoned personal property of another from any park or other area owned or operated by the city for recreational purposes unless such person specifically is authorized by the owner of that personal property to recover such personal property on the owner's behalf.
- (c) It shall be unlawful for any person to dig in or otherwise disturb the ground in a park or other area owned by the city for recreational purposes, except as permitted by the city.
- (d) This section does not prohibit a person from visually searching for and reclaiming his/her own lost property in any park or other area owned or operated by the city for recreational purposes, either by himself/herself or by someone specifically authorized by the owner of the lost personal property to act on his/her behalf.
- (e) The prohibitions of this section shall not apply to law enforcement personnel engaged in the lawful execution of their duties or to persons employed or engaged by the city when performing their duties in any park or other area owned or operated by the city for recreational purposes.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-15. - Commercial activity.

Unless approved by the city council it shall be unlawful for any person in any city park to:

- (1) Sell or offer for sale any merchandise;
- (2) Operate or attempt to operate a concession; or
- (3) Engage in any commercial or charitable activity in a city park.

(Ord. No. 2011-03, 5-3-11)

Sec. 19-16. - Native wildlife.

- (a) It shall be unlawful to remove or disturb any living or dead native creatures in city parks, including mammals, birds, fish, amphibians, and reptiles, or the parts or progeny thereof, such as nests, eggs, or antlers.
- (b) Fishing activities in city park lakes or streams shall be allowed from the shore of a body of water

(Ord. No. 2011-03, 5-3-11)

Sec. 19-17. - Pollution or disturbance of springs, creeks, or ponds.

It shall be unlawful for any person to pollute or disturb any spring, branch, pond or other water within the confines of any of the parks belonging to the city by wading by persons or animals, throwing sticks, stones, refuse or trash in or by washing the person or objects in such waters.

(Ord. No. 2011-03, 5-3-11)

Long-term Facility Use



City of Stone Mountain
875 Main St., Stone Mountain, GA 30083
Phone:
admin@stonemountaincity.gov

Group/Applicant Name: <u>All Sports Youth Assoc. INC. DBA Stonecrest Soccer</u>	
Address: <u>1210 Lake Point Ln Stone Mtn, 30088</u>	
Home/Mobile Phone: <u>470-851-5066</u>	
Email: <u>stonecrest5066@gmail.com</u>	
Emergency Contact: <u>470-808-0331 or 307-315-8094</u>	
Park/Field Requested: <u>Randolph Medlock</u>	Date(s) Requested: Field Prep Required: <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> (Please include description or drawing of field marking requirements in proposal)
Use Description: <u>Youth Football and Cheer Practice and Games</u>	
Projected Use Attendance: <u>100+</u>	*Do you charge for entry?: <u>yes</u> <input checked="" type="checkbox"/> <u>no</u>
*Any vendors: <u>yes</u> <input checked="" type="checkbox"/> <u>no</u>	*Any sales on site?: <u>yes</u> <input checked="" type="checkbox"/> <u>no</u>

*Please include summary of potential charges for entry, and vendor or sales anticipations in proposal documents.

I hereby state that I have received and understand the Facility Use Rules. Applicant shall read, understand, and agree to all provisions set forth in this Parks and Recreation Facility Rules as attached. I understand that any terms and conditions that serve to alter Facility Rules must be approved by the Governing Authority or by the City Manager or City Manager's designee, as will be expressly stated in the associated Facility/Park Use Agreement.

I understand that draft Facility/Park Use Agreement will be presented to the Group/Applicant with the final proposed Agreement (with any revisions thereto) to be considered for approval by the Governing Authority of the City of Stone Mountain before long-term use of City of Stone Mountain Park Facilities is granted.

AUTHORIZED APPLICANT SIGNATURE

DATE

4/23/2021

AMINISTRATION DEPARTMENT USE ONLY	
Proposal Received:	Work Session Date: Permission Granted:
Insurance Received:	
Number of Participants:	
Off-Duty Officer Required: <u>yes</u> <input type="checkbox"/> <u>no</u> <input type="checkbox"/>	Officer(s):
Payment Due:	Type Payment:
Initial Deposit:	Permit #:

1210 Lake Point Ln.
Stone Mountain, Ga 30088
Office: (470) 808-0331
stonecrestseahawks@gmail.com

Attn: Jim Tavenner Director,
City of Stone Mountain Park and Recreation
(770) 498-8984 ext. 134
publicwork@stonemountaincity.org
875 Main St.
Stone Mountain, Ga 30083

I am writing on behalf of the Stonecrest Seahawks, which is a subsidiary of All Sports Youth Association INC. We are a fairly new association started in 2018. We are looking to offer a new football/cheerleading experience to the children within the community of Stone Mountain ages 4-15. Offering Tackle Football/Cheerleading which will play in the Premier Sports Group (PSG) offering Flag Football, Spring Cheerleading, Tackle Football and Fall cheerleading. We also offer Basketball and Cheerleading playing in the same League PSG.

All Sports Youth Association INC. is a non-profit youth development organization that is dedicated to utilizing sports as the vessel to meet the social, educational, physical and inspirational needs of our youth. As an organization we take great pride in the achievements of this program, which operates at the highest level and is a strong catalyst in keeping the youth of our community off the streets and on the playing field. Our programs stress learning lessons beyond the playing fields such as self-discipline, teamwork, concentration, leadership and healthy morals. All Sports Youth Association INC. (Stonecrest Seahawks) program is looking for a home field for the Spring & Fall football/cheerleading 2021 season, to practice and host games. All Sports Youth Association INC. (Stonecrest Seahawks) will offer Tackle Football, Flag Football and Cheerleading please see an example of the team outline below.

- 9 Tackle Football Teams (minimum of 15 players and maximum of 30 players each)
- 5 Flag Football Teams (15 players each)
- 4 Cheerleading Squads (20 members each) Registration started February – April (however the Seahawks do not turn youth away) for Spring Training and pick back-up in May -July for Summer training and Tackle Football.

1210Lake Point Ln.
Stone Mountain, Ga 30088
Office: (470)808-0331
stonecrestseahawkss@gmail.com

Summer practice will be 4 days a week from Tuesday-Thursdays for 2.5 hours a day and Sundays for 2 hours. During the school year, training will be held 3 days a week from Tuesday-Thursday for 2.5 hours a day. We are asking to use the Field House to store equipment, the Concessions area during games and practices as well as the upstairs over the concession stand for registration and mini office. Stonecrest Seahawks looks forward to building a strong partnership with the City of Stone Mountain, while enabling us to fulfill the hopes and dreams of our youth.

The Stonecrest Seahawks are Also willing to change our name to represent the beautiful city of Stone Mountain.

Thank you in advance for your consideration and support of Stonecrest Seahawks youth Football and Cheer Program

Warm regards,

Raenique Sneed
Vice President of the Stonecrest Seahawks
stonecrestseahawks@gmail.com
(470)808-0331





With usage of the park, we will charge an entry fee for all home games and jamborees. Entry fees will be as follows....

Adults-\$5

15 to 5-\$2

5 and under- FREE

We also will have concessions this will be the price list of things that will be sold.

Can Soda-\$1

Gatorade=\$2

Chips= \$.75

Water= \$1

Fries- \$2

Nachos w/ cheese- \$3

Hot Dogs-\$2

Candy- \$1

ChaQuias Miller-Thornton

From: Alex Brennan <akbrennan@gmail.com>
Sent: Monday, April 19, 2021 1:14 PM
To: ChaQuias Miller-Thornton
Subject: '[EXTERNAL]'McCurdy Park - DHYS
Attachments: McCurdy Park Field Improvements.docx

City Manager Thornton,

I hope you are doing well and had an enjoyable weekend. I am a bit tardy in sharing this information with you as it has been a very busy month. I am attaching a list of the upgrades that the DHYS organization would require to be made to McCurdy Park in order for them to have an interest in making a long term commitment to bring baseball back to Stone Mountain. The Board of DHYS realizes that there are some pretty large ticket items on this list, but also is open (and desiring) of a long term commitment to the field and community (like up to 5 years) that may help the Council get their arms around such a large outlay.

Additionally, if a long term commitment can be made, the league can kick in some capital for some of the "smaller" ticket items.

The two biggest areas that would be absolute requirements are getting the bathrooms in good working order (item 1) and the fields into playable conditions (items 2-8).

Lights are extremely important in the fall and early spring seasons. The ability to extend practices and games past dark during non-Daylight Saving time allows for much more valuable use of the space. It is my understanding the league would be willing to move forward prior to this upgrade being complete as long as there was agreement from Council on the timeline for that work to be complete in place as part of the overarching agreement.

Additionally, I have sourced a local connection at Lowe's that has a discretionary budget to assist local organizations with donation of time and materials. I would absolutely be willing to raise some of these items (fencing, benches, lean to for dugouts, etc.) with that manager and therefore lower the overall cost of getting the fields and grounds into playable condition. Happy to discuss more if needed.

I'm working through a few final estimates on a couple of the items that don't have costs associated with them (most notably the scoreboards). There are a few other general improvements that we would hope the city could allocate funding for over the next year or two, most importantly re-paving and striping of the main parking lot (near the old playground) and potentially paving of the area by the very small field and old tennis court to add some incremental parking.

I really appreciate your willingness to review this proposal and work on coming up with a strategy to bring baseball back to Stone Mountain. I can speak from experience with many of the board members that I think DHYS will be an awesome addition to the community, and I truly believe this is going to be another component of continuing the revitalization of the Village. The economic impact I think this opportunity can bring to the Village I believe is much larger over the life of the relationship than the cost of the outlay, and the revamped McCurdy Park can be an asset to the community!

Thanks again for the consideration, and I will make myself available to answer any questions or discuss with you and/or the council at your convenience.

Alex

Field Improvements for McCurdy Park

2 fields identified as larger and smaller field. Field at bottom of hill near parking area excluded from this proposal.

1. Insure that all bathrooms are in good working order. ***DHYS is open to cleaning and stocking of toiletries.*
2. Strip infield of grass and remove existing mound. Bring in blended infield mix (clay, sand and turface) and laser grade for proper/uniform drainage- Approx. \$15,000 per field
3. New gates for entry/exit at dugouts on existing fences (4) per field -
4. Install new base anchors and home plates - Approx. \$500 per field
5. Benches for dugouts - Approx. \$1,000 per field
6. Lean-to type roof structures for dugouts - Approx. \$1,000 per field
7. Install a portable mound for larger field - Approx. \$3,000
8. Install Scoreboards - \$ TBD
9. New lights on small field / repair of lights on larger field - \$50,000 - \$75,000
10. Batting cage installed between 2 fields (approx. 50'x14'x14') - Approx. \$7,000
11. Bleachers for friends/family (1 set per side of each field (4))
12. Pave/Re-Stripe large Parking Lot on Poplar Springs
13. Pave/Re-work Tennis court area off West Mountain for additional parking.

Long-term Facility Use



City of Stone Mountain
875 Main St., Stone Mountain, GA 30083
Phone:
admin@stonemountaincity.gov

Group/Applicant Name: DRUID HILLS YOUTH SPORTS	
Address: PO BOX Decatur, GA 30033	
Home/Mobile Phone: (404) 886-4443	
Email: president@dhys.org	
Emergency Contact: Cary Potts	
Park/Field Requested: McCurdy Park	Date(s) Requested: February 8 - July 30, 2021
	Field Prep Required: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no (Please include description or drawing of field marking requirements in proposal)
Use Description: Baseball and softball games and practices.	
Projected Use Attendance: Practices: 30-60, Games: 50-75 *Do you charge for entry?: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
*Any vendors: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	*Any sales on site?: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no

*Please include summary of potential charges for entry, and vendor or sales anticipations in proposal documents.

I hereby state that I have received and understand the Facility Use Rules. Applicant shall read, understand, and agree to all provisions set forth in this Parks and Recreation Facility Rules as attached. I understand that any terms and conditions that serve to alter Facility Rules must be approved by the Governing Authority or by the City Manager or City Manager's designee, as will be expressly stated in the associated Facility/Park Use Agreement.

I understand that draft Facility/Park Use Agreement will be presented to the Group/Applicant with the final proposed Agreement (with any revisions thereto) to be considered for approval by the Governing Authority of the City of Stone Mountain before long-term use of City of Stone Mountain Park Facilities is granted.

AUTHORIZED APPLICANT SIGNATURE

DATE

ADMINISTRATION DEPARTMENT USE ONLY		
Proposal Received:	Work Session Date:	
	Permission Granted:	
Insurance Received:		
Number of Participants:		
Off-Duty Officer Required: <input type="checkbox"/> yes <input type="checkbox"/> no Officer(s):		
Payment Due:	Type Payment:	
Initial Deposit:	Permit #:	

FACILITY USAGE PROPOSAL

THIS PROPOSAL is for the CITY OF STONE MOUNTAIN, GEORGIA a municipal body politic and corporate (hereinafter "City"), and DRUID HILLS YOUTH SPORTS INC, PO Box 33026, Decatur, GA 30033, a private nonprofit corporation organized under the laws of the State of Georgia (hereinafter "DHYS").

1. PROPOSED USAGE BY DRUID HILLS YOUTH SPORTS

- a) Primary Use of the Space.
City grants DHYS the right to use and manage the Space from February 1st to October 31st ("Baseball Season"). Maintenance on the fields will be performed in the off season on an as needed basis. During baseball season and other identified times, City grants DHYS the primary use of the space during the periods of time identified on Exhibit "D" Baseball Field Use Schedule.
- b) Facility Use - Restrictions:
DHYS is organized to provide league, team, and individual play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, post-season tournaments, and other associated events to benefit and/or promote youth baseball. All field use shall be coordinated with the Stone Mountain Parks & Recreation Department using whatever methods are agreed to by the parties to insure proper preparation and care of the facilities.
- c) Primary Use of the Shared Space:
DHYS requests that the City grant the right to use all immediately surrounding areas and all related fixtures, structures, lighting systems and other utility systems necessary for the Space (the "Shared Space") on a primary use basis during Baseball Season.

2. PROPOSED PARK MODIFICATIONS

DHYS has reviewed the facilities at McCurdy Park for consideration of use in regard to the 2021 baseball seasons. The following improvements to park are requested in order to have the best experience for the players, coaches, and families that visit the park and City of Stone Mountain:

1. Infields scraped and graded to drain
2. Home plate and base pegs set
3. Dugouts covered, expanded, and access from outside the field added
4. Lighting added for Field B
5. Scoreboards installed
6. Foul poles
7. Bathrooms in working order
8. Water source needed to douse infields when necessary
9. Bleachers
10. Parking paved and striped
11. Two sets of batting cages
12. Access to storage area

3. PROPOSED OBLIGATIONS OF CITY

- a) Stone Mountain would be responsible for all utility expenses necessary for the operation of the Fields including electricity and water and would be responsible for maintenance and repairs for all facilities and utility infrastructure.
- b) Stone Mountain will remain otherwise responsible for maintenance and repairs except as otherwise allocated to DHYS herein.
- c) Stone Mountain would ensure that all lights, scoreboards, and fencing be in good working order to the satisfaction of DHYS.
- d) Stone Mountain would agree to provide the Fields to DHYS in playable condition and assumes responsibility for ensuring that such condition is maintained.
- e) Stone Mountain would be responsible for maintenance of the fields including mowing, trash removal, maintenance of fencing, cleaning restrooms twice per week and include necessary supplies and labor for such field maintenance as well as provisions for cleaning.
- f) Stone Mountain would be responsible for all utility expenses necessary for the operation of the fields including electricity and water.

- g) Provide fields at the beginning of baseball Season, field lights, parking, sewage systems, plumbing, watering systems.
- h) Stone Mountain would agree to provide fields to DHYS in playable condition and assume responsibility for ensuring that such condition is maintained during an agreement. City of Stone Mountain would not be responsible for daily field dragging and lining.
- i) Improve, maintain, and repair the Facilities as necessary to comply with all laws and regulations, including any required compliance with the Americans with Disabilities Act.
- j) Provide general, standard and customary maintenance of the Facilities including but not limited to: Restrooms, Common Area, Fences, Parking Lots, fences, other associated structures and any other areas for which such maintenance is not specifically required of DHYS, as defined below.
- k) Clean all restrooms not less than two (2) times weekly throughout the year.
- l) Remain responsible for any repairs necessary due to storm, fire, or other catastrophic damage to the Facilities.

3. PROPOSED OBLIGATIONS OF DRUID HILLS YOUTH SPORTS

- a) Provide a youth baseball and softball program in accordance with all reasonable guidelines set forth by City. No specific affiliation is required for such the program.
- b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c) Submit a written schedule of all Permitted Uses at the Facilities during Baseball Season to City at least thirty (30) days prior to the start of each Season and to update such schedule as necessary with any additional or cancelled functions. DHYS shall not be required to restate any items already set forth in Exhibit "A". Conduct a criminal background check on all board members, officers, and coaches, and anyone specifically requested by City, whether paid or volunteer, prior to being allowed to participate in any activities on the Facilities. These must be submitted to City no later than July 31st and January 1st annually.

- d) DHYS would agree to clean all restrooms before, during, and after all tournaments and practices and provide all paper and trash products necessary for regular cleaning of the restrooms on a day-to-day basis.
- e) Determine the reasonable rates charged to all participants of its youth program, with all funds collected being used for the operation, maintenance, and improvement of the program and/or Facilities.
- f) Submit an annual report to City providing the number of registered participants and a list of the registered participants' street name, zip codes and city of residence two (2) weeks prior to the start of league play.
- g) Submit any plans for potential improvements to the City for the upcoming year.
- h) Submit a final report of all recorded functions for the year to City within thirty (30) days of the conclusion of Baseball Season. Such final report shall include dates, use and number of participants.
- i) Make its programs and services available to residents of the City of Stone Mountain as well as residents of the surrounding areas. Residents of the City of Stone Mountain and Dekalb County shall have an exclusive opportunity to register for DHYS's services and programs at least ten (10) calendar days prior to all non-residents.
- j) DHYS would have the authority to suspend individuals from attending DHYS sponsored activities and events as a disciplinary measure.
- k) Starting in January 2021 during the first renewal period, and each year thereafter, DHYS shall provide a payment to the City in amount of \$6,000 annually to satisfy assessment of same amount; with \$3,000 paid bi-annually with payments on March 1st and September 1st of each such year.

4. DHYS MAINTENANCE RESPONSIBILITY

- a) DHYS will be responsible for daily clean-up, including placing litter in proper containers prior to leaving the Facilities after each Permitted Use
- b) Upon approval of City, DHYS shall be permitted to make customary repairs, improvements, additions or alterations to the space to ensure that the Space is equal to or better to similar situated parks and facilities.

- c) DHYS shall be responsible for game specific preparation for the Fields such as raking and chalking.
- d) DHYS shall not use the Facilities for any purpose other than Permitted Use.

5. DHYS SAFETY PRECAUTIONS

- a) Administer DHYS activities at the Facilities in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b) City and/or DHYS would have the right to cancel any scheduled activity on an athletic field during or due to inclement weather or maintenance when it is determined that such activity would damage the field or be unsafe for participants.
- c) In the event of lightning, for the safety of the participants, all play shall be suspended, and the fields cleared of participants until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile.

Exhibit A

Field Use Schedule

Primary use during the hours of

February - October

4:00p.m through 10:00p.m on all Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays

7:00a.m through 10:00p.m on Saturdays and Sunday

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton, City Manager

RE : Parks Committee Capital Expenditures Priorities Survey

05/04/2021 – REGULAR SESSION – NEW BUSINESS ITEM A.

ITEM HISTORY

04/20/2021– WORK SESSION– NEW BUSINESS – ITEM A.

Attached, please see City of Stone Mountain Parks Committee Capital Expenditures Priorities as presented by Committee Chairperson Gina Cox.

Survey was conducted to receive public input on improvements for the park facilities located within the City.

The Committee is asking Council consideration in prioritizing projects based on the results captured in the public survey.

Please contact Councilmember Gina Cox if you should have any questions or concerns regarding this matter.

Thank you,
CMThornton

City of Stone Mountain Parks Committee Capital Expenditures Priorities

December 29, 2020

Short term goals:

Make all four parks clean, safe and welcoming.

Long term goals:

Create a cohesive vision for all parks that will allow recreation, organized sports, family activities and appeal to all people.

Parks need to become more financially sustainable with efforts to monetize event spaces and organized sports, but still be affordable to all community members.

McCurdy Existing Amenities:

2 Baseball fields

T-ball field

Restrooms

2 Pavilions

New Picnic Tables & Trash Cans (purchased)

McCurdy Park Physical Improvement Description	Source M=minutes S= survey	Rank	Comment
Repair/improve bldgs. restrooms (ADA Compliant)	M	1	
Replace Children's Play Area that was destroyed (City has charettes)	M	2	
Address safety issues involving creek and children	S	3	
Replace wood stairs from parking lot with concrete stairs	S	4	
More parking	M	5	Combine
Repair existing parking	S	5	Combine
Dog Park	M		
BBQ Grills	M		
Parking lot needs work	S		
Art Work (sculptures, etc.)	M		

Randolph Medlock Existing Amenities:

Parking

Restrooms

Pavilion

Basketball Courts (1 full, 1 practice)

2 Tennis / Pickleball Courts

2 Tennis courts – un-usable

Football Field / Soccer / Kickball

Bleachers

New Picnic Tables & Trash Cans (purchased)

Randolph Medlock Physical Improvement Description	Source M = Minutes S = Survey	Rank	Comment
Improved parking lot	M	1	
Improve Restrooms (ADA compliant too)	S	2	This could be done with 5th ranked repair concession bldg.
Children's play equipment	S	3	tie
Repair/improve Picnic Shelter (roof and shelter)	S	3	tie
Better Security and/or cameras	S	4	
Repair/Improve Concession Stand Buildings	S	5	
BBQ Grills	M		
Repurpose Second Tennis Court	M		
Water Fountains	S		
Labyrinth / Yoga / Meditation	M		
Flower Beds (butterfly gardens)	M		
Amphitheatre	M		
Walking trails in woods	M		
Walking track on football field or around it	M		

Leila Mason Existing Amenities:

Field (fenced)
 Basketball Court
 Restrooms
 Large Pavilion and Pavilion across the street
 Children's play areas (2)
 New Picnic Tables & Trash Cans (purchased)
 Resurface basketball courts (BUDGETED).

Leila Mason Park Physical Improvement Description	Source M=minutes S= survey	Rank	Comments
Bathroom renovations (ADA Compliant)	S	1	
Walking trail around park perimeter	M	2	
Seating at the playground	S	3	
More and improved equipment for small children	S	4	
Repair, improve picnic pavilion	S	5	
More parking	M		
Splash Pad			
Artwork	M		
Soccer goal posts and nets	S		
Repair/improve grills	M		
Connect to sewer instead of septic tank	S		
Add Bleachers	M		

VFW Existing Amenities:

Community Garden
 Soccer Field
 Restrooms
 Pavilion
 New Picnic Tables & Trash Cans (purchased)

VFW Park Physical Improvement Description	Source M=minutes S= survey	Rank	Comment
Walking Track	M	1	
ADA Compliant Restrooms	M	2	
More parking	M	3	
Children's play area and equipment	S	4	
BBQ Grills	M	5	
Water Fountains	S		
Seating for games	S		
Art Work (sculptures, etc.)	M		

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton, City Manager

RE : Parking Inventory and Policy Plan Review (Metered Parking)

05/04/2021 – REGULAR SESSION – NEW BUSINESS – ITEM B.
Mayor Wheeler encouraged Council to review the Parking Study. The consideration of metered parking with validation for business and residents was put forth.

ITEM HISTORY

04/20/2021 – WORK SESSION – NEW BUSINESS – ITEM B.

Please click the link below for the City of Stone Mountain Parking Inventory and Policy Plan as completed by the Atlanta Regional Commission. Parking, including metered parking, will be a topic of discussion during the upcoming 04/20/2021 work session of Mayor and Council.

<http://cms4.revize.com/revize/stonemountain/Plans%20and%20Updates/COSM%20Parking%20Inventory%20and%20Policy%20Plan%20.pdf>

Hard copy of the document has been placed in your Council mailboxes.

Thank you,
CMThornton

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton, City Manager

RE : Traffic Calming Device Requests

05/04/2021 – REGULAR SESSION – NEW BUSINESS – ITEM C.

On 04/23/2021 members of Council and Director Tavenner walked James B. Rivers Memorial Drive to discuss public concern about the proposed need for traffic calming devices on the street.

During the 04/20/2021 work session, the Administration recommended that a budgeted line item be established for a Traffic Calming Program. Allocation for the program is being recommended in the form of Resolution 2021-09. The resolution is set to be considered on the 05/04/2021 agenda as New Ordinances and Resolutions Item A.

Proposal for the traffic study related to the traffic calming requests is estimated between \$7,950 and \$9,850.00.

Report preparation and data analysis \$7,000.00
Obtain traffic volume and speed data (24 hour period of time) - \$950.00
Obtain traffic volume and speed data (72 hour period of time) - \$2,850.00*

*Director Tavenner is recommending conducting traffic data collection for a period of 72 hours on Tuesday, Thursday, and Saturday.

ITEM HISTORY

04/20/2021 – WORK SESSION – NEW BUSINESS – ITEM C.

Public Works Director Jim Tavenner is to present traffic calming device requests that have been submitted to him for consideration.

Thank you,
CMThornton

CITY OF STONE MOUNTAIN PUBLIC WORKS DEPARTMENT

875 Main Street
Stone Mountain, Georgia 30083
Telephone (770) 498-8984 ext. 134 Fax (770) 498-8609
Direct (770) 879-4970
Email: publicworks@stonemountaincity.org

Date: April 16, 2021

To: Mayor and City Council
Ref: Traffic Control Device Requests

Traffic Areas(See attached Maps and Request Forms)

1. Fourth Street from Lucille Street to Mason Lane
2. James B. Rivers/Memorial Drive from Forest Ave to Ferndale Street
3. Ridge Ave from Rockbridge Road to San Pablo Drive
4. East Ponce De Leon Ave from Tuggle Drive to Cemetery Circle

Request to setup traffic counting device in the above areas

1. Number of vehicles per day
2. Speed of vehicles

Sincerely
Jim Javannet
Director of Public Works

Request for Traffic Control Devices General Information

Each year, the City of Stone Mountain receives many inquiries about stop signs, speed limits signs, warning signs, traffic signals and other traffic control devices. The City takes these inquiries very seriously and makes a concerted effort to respond to these kinds of inquiries in a timely manner.

Public understanding of the function of stop signs is one of the most critical elements in reducing speeding and traffic accidents. All requests for changes to traffic control devices are carefully evaluated using the following established warrants provided in the Manual on Uniform Traffic Control Devices: The following information explains the City's policies and procedures for address requests from members of the public about traffic control devices on City maintained intersections and streets.

INSTALLATION POLICIES FOR TRAFFIC CONTROL DEVICES

The Uniform Traffic Control Devices (MUTCD) determines the size, shape and color of all traffic signs. This manual has criteria for installing signs and thus creates uniformity from state to state. The criteria are also known as "traffic warrants". These warrants identify specific traffic, bicycle and pedestrian volumes, accident history, and any unusual conditions, which must be present at the intersection or midblock location before these traffic control devices may be installed.

PROCEDURE FOR REQUESTING CHANGES TO TRAFFIC CONTROL DEVICES

Requests for new traffic control devices and changes to existing traffic control devices by City of Stone Mountain residents are best submitted via the Online on at:
www.stonemountaincity.org

All requests are evaluated by the City or Traffic Engineer using the M.U.T.C.D. Uniform Manual

When necessary, data is collected and a site visit is made. If a decision is made to make a change to an existing traffic control device or to install a new one, a work order is issued and the work is completed by the Public Works Department
The resident making the request is notified of the results of their request

ADDRESSING CITIZEN CONCERNS

The City takes its role in solving traffic problems very seriously, yet the ultimate burden of safety rests with you, the citizen of Stone Mountain.

We cannot always investigate your request as quickly as we would like to. However, We will respond after carefully evaluating your request. We appreciate your patience and understanding. If you have questions, requests or suggestions concerning traffic please contact the Public Works Department at 875 Main Street, Stone Mountain Georgia 30083, (770) 498-8984 ext.134 or publicworks@stonemountaincity.org

STEPS FOR APPROVAL

1. The person must be a residents of the City of Stone Mountain and live within the immediate area of the request
2. Request will be forward to the Mayor and City Council
3. Request evaluated by City or Traffic Engineer
4. Post location for public hearings
5. Setup public hearing date or dates
6. Approval or disapproval by the Mayor and City Council



City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

Please Print			
Date: 07/02/20		Name: GINA S. COX	
Address: 787 FOURTH ST			
City: STONE MOUNTAIN		State: GA	Zip: 30083
Telephone number: 404. 550. 1526			

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4- Way Stop Control
3-Way Stop Control	Other
Intersection of:	
Reason:	

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

City of Stone Mountain
Traffic Control Device Request Form

Speed Zone
Speed Zone On: FOURTH STREET
Between LUCILLE AVE and MASON LANE
Reason: Vehicles traveling at higher rate of speed over the posted speed limit. Children walking or playing near street, residents entering their driveways or leaving their homes find those speeding cars a hazard.

Other
Request:
Reason:

Received by the City
Date: 07-10-2020
Name: J. TAVENNER

Google Maps



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 100 ft



City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

Please Print			
Date:	Jan 21, 2020	Name:	Ginger Criswell
Address:	6535 James B. Rivers Dr.		
City:	Stone Mountain	State:	Ga
Zip:	30083		
Telephone number:	678-910-3182		

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4-Way Stop Control
3-Way Stop Control	Other
<p>Intersection of: <u>Veal and JBR</u> <u>Ferndale, Griffin, Ridge</u> <u>(JBR)</u></p> <p>Reason: <u>Speed table crossing the creek</u></p> <p><u>1) Veal/JBR 2) Ferndale/JBR 3) Griffin/JBR</u> <u>between</u></p> <p><u>4) Ridge/JBR</u> <u>5) A radar sign as</u> <u>Veal and</u></p> <p><u>Traffic flies through this</u> <u>hill to cross the</u> <u>Griffin</u></p> <p><u>residential are at one 55 mph - easily</u> <u>you go down the</u> <u>Str</u></p> <p><u>This is a National Historic</u> <u>creek. - And coming</u></p> <p><u>District and it's named after the 1st</u> <u>hill.</u></p> <p><u>African-American sheht in Stone Mountain,</u> <u>be a up the</u></p> <p><u>it needs to be honored.</u></p>	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

**City of Stone Mountain
Traffic Control Device Request Form**

Speed Zone

Speed Zone On: James B. Rivers Drive
Stone Mountain, Ga 30083

Between JBR and Fern Dale
Veol Griffin Ridge

Reason: ^{National} 25mph zone in Historic Residential neighborhood.

- Traffic is using this road like the Atlanta motor speed way, or I-75 or 78 hwy !! The vibrations are damaging and shaking the foundation of my house. Cars speed up to 90 MPH - easily and over 55 mph Always

Request: - A speed table and ^{radar} speed signs around the bridge over the creek on JBR.

Reason: Traffic picks up speed going down the hill on both sides and hits top speed in front of Veol street - and my house.

Received by the City

Date: 01-07-2020

Name: JIM TAYLOR

OPR 5 2021 PM 3:11

City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

Please Print			
Date:	4/5/21	Name:	Ginger Criswell (i Marla Bexley-Lovell)
Address:	G. Criswell - 6535 James B. Rivers Dr. Apt B		
City:	Stone Mountain	State:	Ga
		Zip:	30083
Telephone number:	678-910-3182		

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4-Way Stop Control
3-Way Stop Control	Other
Intersection of:	
Reason:	

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

**City of Stone Mountain
Traffic Control Device Request Form**

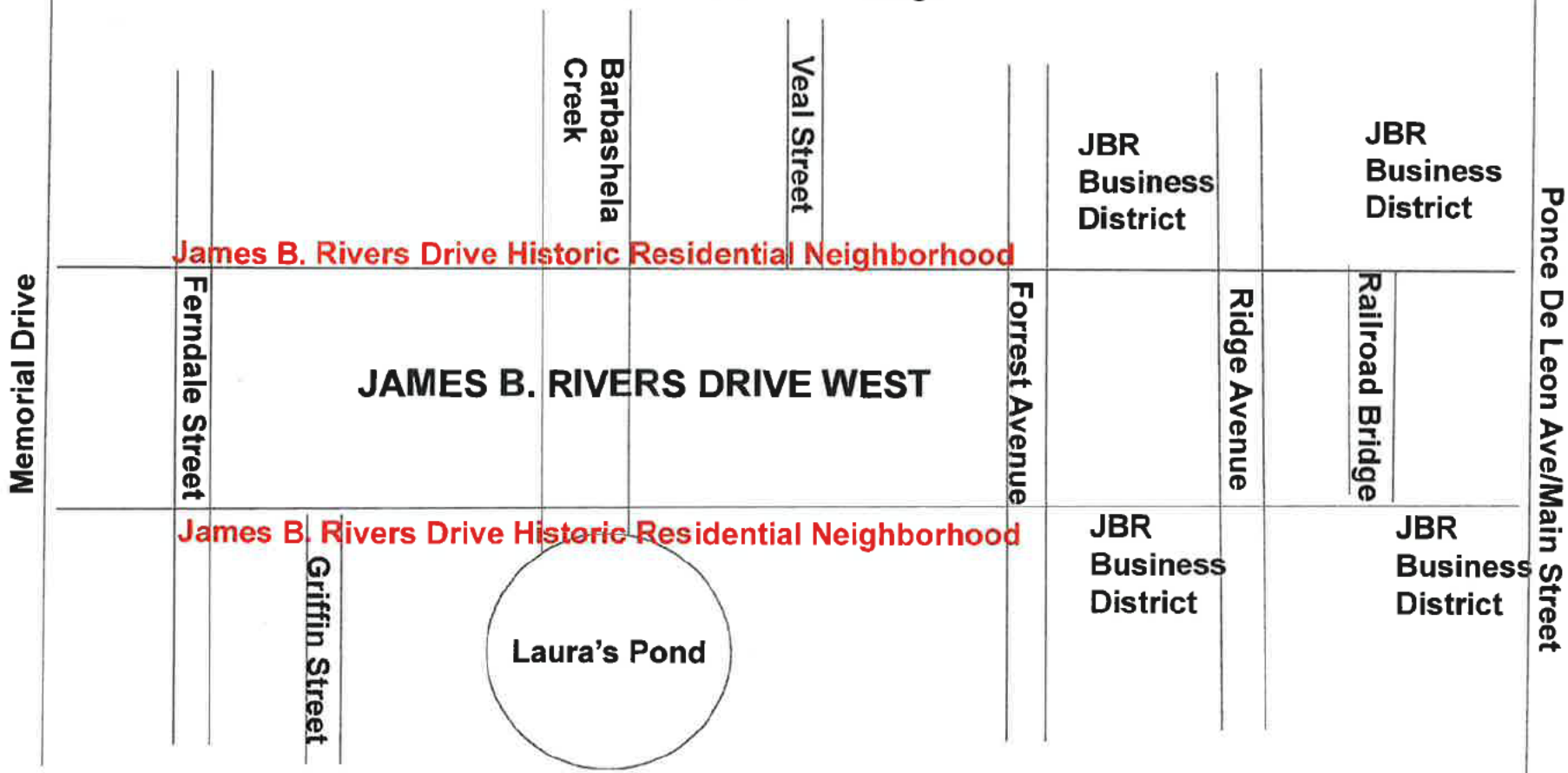
This request is for SIX additional 25 mph speed limit signs to be placed at the following locations: 1) Between Veal St. and Barbaskela Creek 2) Before Ferndale headed toward Memorial Drive 3) Before Griffin St as cars approach Barbaskela Creek. 4) Between Veal and Forrest Ave headed toward Ponce. 5-6) Two signs in the business district,

Speed Zone	
Speed Zone On:	James B. Rivers Drive
Between	and
Ferndale St.	Ridge Avenue
Reason: Traffic is intense and increasingly aggressive and dangerous to homeowners, pedestrians and cyclists	

Other
Request: Re-Striping of James B. Rivers (west)
Reason: 1) There needs to be double yellow lines down the center - rather than passing lines 2) Motorists cannot discern where parking begins and road ends.

Received by the City
Date: 04-05-2021
Name: JES. TAVES

James B. Rivers Drive Western Section Between Memorial Drive and
Ponce De Leon Avenue/Main Street in the National Historic District of
Stone Mountain Village



**REQUEST for TRAFFIC CALMING MEASURES FOR WEST JAMES
B RIVERS DRIVE, Stone Mountain, GA 30083**

PETITION to Stone Mountain City Council

Request for a traffic study to be conducted on the Western section of James B. Rivers Drive that runs from Ponce de Leon/Main Street to Memorial Drive. This is an urgent request, as there are currently multiple safety issues involved with the increasingly aggressive traffic speeds. These include the need for immediate safety measures to be implemented to protect the numerous pedestrians and cyclists that use this street on a regular basis.

Additionally, we request to provide input with regard to the traffic calming measures implemented for this street, as it affects our homes, our wellbeing and our properties.

Concerns and Traffic Calming Solutions

1A) Concern: Traffic reaches it's peak as it passes over Barbashela Creek or near Veal Street, depending upon which direction traffic is traveling. The effects of the combined speeds and weights of the increasingly aggressive traffic on James B. Rivers Drive is having a deleterious affect on the properties and well-being of residents between Ferndale Street and Forrest Avenue on James B. Rivers Drive. The vehicles that traverse this street at high speeds include school buses, firetrucks, trucks with trailers loaded with cars, and constant commuter traffic, as well as traffic entering and departing Stone Mountain Park and Stone Mountain Village. Additionally, some of the oldest homes in Stone Mountain Village's National Historic District are located only a few yards from the street.

1B) Solution: Implement a variety of traffic calming measures, including painted signage. Slow traffic down with a painted speed table. The following exhibits feature rubberized traffic tables, but some residents are concerned that any raised table will cause even

more noise issues, as numerous vehicles carrying metal and cars, pass through this area on a regular basis, creating extremely loud crashing sounds. **Please See Exhibits A, B, and C:**

Exhibit A: Example of a rubberized traffic table (There needs to be one placed at the crossing of Barbashela Creek.) Each of these can be painted rather than raised beds, but would also need to be accompanied with additional signage.



Exhibit B: Examples of rubberized speed tables.



Exhibit C: Example of a rubberized speed table.



1C) Solution: Slow the traffic down with solar speed signs (similar to those in Hapeville and in Stone Mountain Park) placed on either side of the long slope that crosses Barbashela creek. This is an area where vehicles increase speeds in both directions. These signs light up with the speed at which motorists are traveling and show the 25 MPH speed limit for motorists to see. Ideally these solar speed signs will be connected to the Stone Mountain Village Police Department so that tickets can be issued to speeders. **Please See Exhibit D:**

Exhibit D: Speed signs that should be placed on both sides of James B. Rivers West near the points where traffic hits its highest speeds. These can be found at Radarspeeds.com. Waiting on pricing. (678-965-4814)



2A) Concern: Need for a continuous sidewalk from Memorial Drive to Ponce De Leon Avenue that is handicap friendly, has a proper curb for pedestrian safety, and has curb ramps at each intersection where painted pedestrian crosswalks and signs should be located. While James B. Rivers Drive West is used by pedestrians and dog walkers on a regular basis, there are areas where the sidewalk does not exist at all, or where the existing sidewalk is so cracked and damaged that it is not possible for a wheel chair to use. (FYI-West Mountain Street that runs parallel to W. James B. Rivers Drive has a sidewalk all the way from Memorial Drive to Main Street in Stone Mountain Village.)

2B) Solution: Build a continuous, safe sidewalk with a proper curb for pedestrian and handicap user safety purposes from Memorial Drive to Ponce de Leon Avenue/Main Street. **Please See Exhibit E:**

Exhibit E: Example of a raised curb with a curb ramp for crosswalk.



3A) Concern: Need for double yellow NO PASSING lines painted the entire length of James B. Rivers Drive West. This is a 25 MPH speed zone and cars should not be allowed to pass other cars. However, passing lines are painted to indicate that passing is allowed in an area where some of the oldest homes in the National Historic District of Stone Mountain Village are located. These passing lines are drawn all the way from Forrest Avenue to Griffin

Street where some the oldest homes in Stone Mountain Village's National Historic District are located. (FYI - the other side of James B. Rivers has double NO PASSING lines all the way from Ponce de Leon Ave/Main Street to the entrance to Stone Mountain Park.... The speed limit is actually 5 miles faster on that side of the street- at 30MPH.)

3B) Solution: Properly paint double yellow lines down the entire Western side of James B. Rivers Drive between Ponce de Leon Avenue/Main Street and Memorial Drive. **Please See Exhibit F:**

Exhibit F: Double yellow NO PASSING LINES



k11000642 fotosearch ©

4A) Concern: Need for clear, white lines along the sides of the street, particularly through the business district of James B. Rivers, where traffic begins to accelerate as it heads toward Memorial Drive.

4B) Solution: Repaint the white lines along the sides of James B. Rivers Drive so that they are visible. **Please See Exhibit G:**

Exhibit G: Street with Painted White Lines Along the Sides of the Lanes



5A) Concern: Need for a **FOUR WAY STOP at JBR and Forrest Avenue**. Traffic typically speeds up prior to entering the residential area and this is where some of the oldest homes in the National Historic District are located - closest to the street. In some cases these homes are located mere yards from the speeding traffic.

5B) Solution: A four way stop needs to be placed at the intersection of James B. Rivers Drive and Forrest Avenue to slow traffic through the residential area and delineate where the business district ends and the residential area begins.

5C) Solution: On James B. Rivers, these stop signs should be large and have solar powered lights that flash to alert motorists to come to a complete stop. **Please See Exhibit H:**

Exhibit H: Stop signs with solar powered flashing lights.
Average cost is \$1299 for the smallest signs, to \$2489.00 for the largest ones.



Exhibit I: LED flashing lights. Average cost \$999. Drawback: The batteries only last for 5-7 days.



5D) Solution: Large painted **STOP AHEAD** signs should also be painted on the street. **Please See Exhibit J:**

Exhibit J: Painted Stop Ahead warnings to alert motorists of upcoming stop sign.



6A Concern: Need for a **FOUR WAY STOP** at **JBR and Ferndale Street**. Traffic typically begins to speed up as it passes this intersection and crests the hill prior to barreling down toward Barbashela Creek.

6B) Solution: A four way stop should be placed at the intersection of James B. Rivers Drive and Ferndale Street.

6C) Solution: On James B. Rivers, these stop signs should be large and have solar powered lights that flash to alert motorists to come to a complete stop. **Please See Exhibit K:**

Exhibit K: Stop signs with solar powered flashing lights. See Exhibits H and I.



6D) Solution: Large painted **STOP AHEAD** signs should also be painted on the street. **Please See Exhibit L:**

Exhibit L: Painted Stop Ahead warnings to alert motorists of upcoming stop sign.



7A) Concern: Need for street and sewer man hole repair at Veal

Street where traffic hits top speed and causes multiple pot holes that create increasingly loud noises as vehicles pass over them at top speed from either direction.

7B) Solution: Repair/repave the street.

8A) Concern: Need for additional and larger, reflective 25MPH speed limit signs to replace the three that currently exist and the need for a minimum of 6 additional large, reflective 25MPH speed limit signs

8B) Solution: These large, reflective 25MPH speed limit signs need to be placed at strategic locations. Currently there are 4 speed limit signs through the residential area of James B. Rivers Dr. West. Existing speed limit signs through the residential district should be replaced with larger speed limit signs and 6 additional large speed limit signs should be added to the entire Western stretch of James B. Rivers Drive. **Please See Exhibit M:**

Exhibit M: Amazon carries 12 x 18 Reflective, rust free signs for \$19.49 each.



Proposed Locations for SIX Additional Large Reflective 25MPH Speed Limit Signs:

1) After the intersection of Veal Street before vehicles

accelerate over Barbashela Creek and head up the hill toward Memorial Drive.

2) After Ferndale Street heading toward Ponce de Leon Avenue/ Main Street.

3) Near Griffin Street as traffic heads toward Ponce de Leon Avenue/Main Street.

4) Between Veal Street and Forrest Avenue heading toward Ponce de Leon Avenue/Main Street.

5) Two large 25MPH speed limit signs on either side of the James B. Rivers Drive business district.

9A) Concern: Need for painted, raised pedestrian cross walks with signage at Ferndale Street., Griffin Street., Veal Street, Forrest Avenue and Ridge Avenue.

9B) Solution: Implement pedestrian safety measures by adding clearly painted, reflective crosswalks at each intersection. **Please See Exhibit N:**

Exhibit N:



9C) Solution: Add 5 crosswalk signs to pedestrian crosswalks. **Please See Exhibit O:**

Exhibit O: 12 x 47" double sided panels with fixed base:

Available at Safetysign.com for \$289.00 each.



10A) Concern: Need for more visible signage indicating this area is a Golf Cart community.

10B) Solution: Add visible signage that can be seen by motorists in both directions. **Please See Exhibit P:**

Exhibit P: Aluminum, High Intensity Reflective signs to provide Improved Visibility to indicate that this is a golf cart and pedestrian friendly street. Available at RoadTrafficSigns.com for \$44.36. Suggest to purchase 2-4 signs.



11A) Concern: Need for signage alerting motorists that this street is frequented by cyclists entering and exiting Stone Mountain Park.

11B) Solution: Purchase 2 - 4 Share the Road signs: **Please See Exhibit Q:**

Exhibit Q: These signs can be found at RoadTrafficSigns.com and the cost is \$30.05 each. Suggest to purchase 2-4 signs.



11C) Solution: Paint signs in both directions to indicate this area is heavily used by cyclists. **Please See Exhibit R and S:**

Exhibit R:



Exhibit S:



12A) Concern: Need for a sidewalk through the business district to clearly define where the street ends and where the parking areas for the businesses begins.

12B) Solution: Install a proper sidewalk with a proper curb.

13A) Concern: Vehicles regularly make U-Turns at Veal Street, heading toward Memorial Drive on James B. Rivers Drive. These vehicles often pull into the driveways of homes located directly

across from Veal Street, as they make their turns.

13B) Solution: Install a flush median in this area to discourage motorists from making U-Turns and to slow traffic traveling through the historic residential community, where in several cases, the homes are located just yards from the speeding traffic. **Please See Exhibit T:**

Exhibit R: This is a photo of a raised median.



13C) Solution: An alternate solution is to **Paint a Visible Median** to create a visual deterrent to motorists using this area as a turn around. **Please See Exhibit U:**

Exhibit U: Painted Median



13D) Solution: Place a NO U-TURN sign in the flush median at Veal Street on James B. Rivers Drive to prevent traffic from making U-Turns as it heads toward Memorial Drive. These turn arounds add to the pot hole damage that is currently present. **Please See Exhibit V:**

Exhibit V: These Reflective signs can be found at MyParkingSign.com and the cost is \$31.95.



14A) Concern: Improved lighting throughout James B. Rivers Drive, similar to the lighting in the downtown district of Stone Mountain Village.

14B) Solution: Implement the same downtown improvements such as proper lighting, that have been implemented on Main Street in downtown Stone Mountain Village.

15A) Concern: The entrance to James B. Rivers Drive from Memorial Drive needs major curb appeal and clean up. The cement drain is broken and there is trash everywhere.

15B) Solution: The Stone Mountain Village Public Works Department, local residents, and the **(DeKalb County Public Works Department, i.e. the Memorial Drive Revitalization Plan)** working

together can make improvements to the first block of James B. Rivers Drive. These improvements can include completing the side walk to the beginning of Stone Mountain Village, repairing the broken cement drain, and regular garbage clean up. A landscaping project at the entrance of JBR at Memorial Drive would also create a welcoming entry to Stone Mountain Village.

15C) Solution: Dekalb County can install more visible **NO TRACTOR TRAILERS BEYOND THIS POINT** signs. Please See Exhibit W:

Exhibit W: These 18 x 24 inch signs are High Intensity Reflective Aluminum and the cost is \$34.95 each. Suggested purchase of 4 for the entrance of James B. Rivers at



16A) Concern: Need for proper drainage during storms, particularly near the creek between Griffin St. and Veal St. on JBR West. Storm water regularly creates a large puddle near the creek that is impassable for pedestrians and cyclists. Vehicles driving through this massive puddle must slow down considerably to not drench cyclists and pedestrians are forced to walk through neighboring yards to avoid being soaked.

16B) Solution: Reengineer the area near the overpass that runs across the creek so that storm water can drain properly into the creek and lake.

This solution can be combined with a raised speed table that acts as a traffic calming measure and helps protect the wildlife crossing

from the creek to the lake. **(DeKalb County)**

17A) Concern: Need for signage to indicate that the crossing from Barbashela Creek to Laura's Pond is a wildlife crossing, particularly for deer.

17B) Solution: Install Deer Crossing signs on either side of Barbashela Creek. Please See Exhibit X, Y, and Z

Exhibits X, Y and Z: The cost of these signs is approximately **\$35-\$50.**





The following is additional information regarding concerns about the aggressive, traffic speeds combined with vehicle weights and their effects on the residents of this area:

1. The traffic on Cars, trucks, buses, garbage trucks, trucks with trailers, recreational vehicles, and tractor trailers constantly speed through this 25 MPH street through a National Historic District, as if it is the Atlanta Motor Speedway or a continuation of Hwy. 78.
3. Vehicles tear through this road at speeds exceeding 65 and 75 miles per hour seven days per week, at all hours of the day.
4. The speeding tickets issued by police at the intersection of Ridge Ave. and James B. Rivers Drive have little or no effect on the speeding traffic that continues 7 days a week at all hours of the day, in both directions.
5. The traffic on James B. Rives Drive is out aggressive and dangerous to pedestrians. We have dog walkers, adults with children, and people walking to and from the mountain and bus stops on a daily basis.
6. The speeding traffic is dangerous to the many cyclists and

groups of cyclists who regularly use this road as a GateWay to the back entrance of Stone Mountain Park.

7. It is dangerous to homeowners who pull in and out of driveways.

8. The weight and speed of multiple vehicles hour after hour, shake and cause damage to some of the oldest homes in Stone Mountain Village, some of which are located less 20 feet or closer to the speeding traffic. These homes are more than 100 years old and they are located between 10-15 feet from the speeding traffic. They were never built to withstand the vehicle traffic that speeds through them daily.

EXTRA INFO:

I have appeared before the city council on several occasions and have been told multiple things about how to pursue assistance with traffic issue on this street.

I have requested that the police sit at the corner of Veal and JBR, but have been told that they won't sit there because of the following:

1. People say its a speed trap.
2. It's too hard to see around the shrubbery on the corner.
3. Then after the shrubbery was cut down, and I asked if the police could sit there now, I was told that officers were not really giving tickets there because of police backlash.???
4. I've also been told that the tickets given at the.....Church are usually for around 45 MPH at the most.

But cars CLEARLY drive 70 - 80 MPH on a regular basis at all hours of the day, 7 days per week.

We believe it is the responsibility of the City of Stone Mountain, to

implement EFFECTIVE traffic calming measures that slow down the dangerous and damaging traffic on West JBR Drive so that the 25 mile per hour speed limit is acknowledged and held to effect.

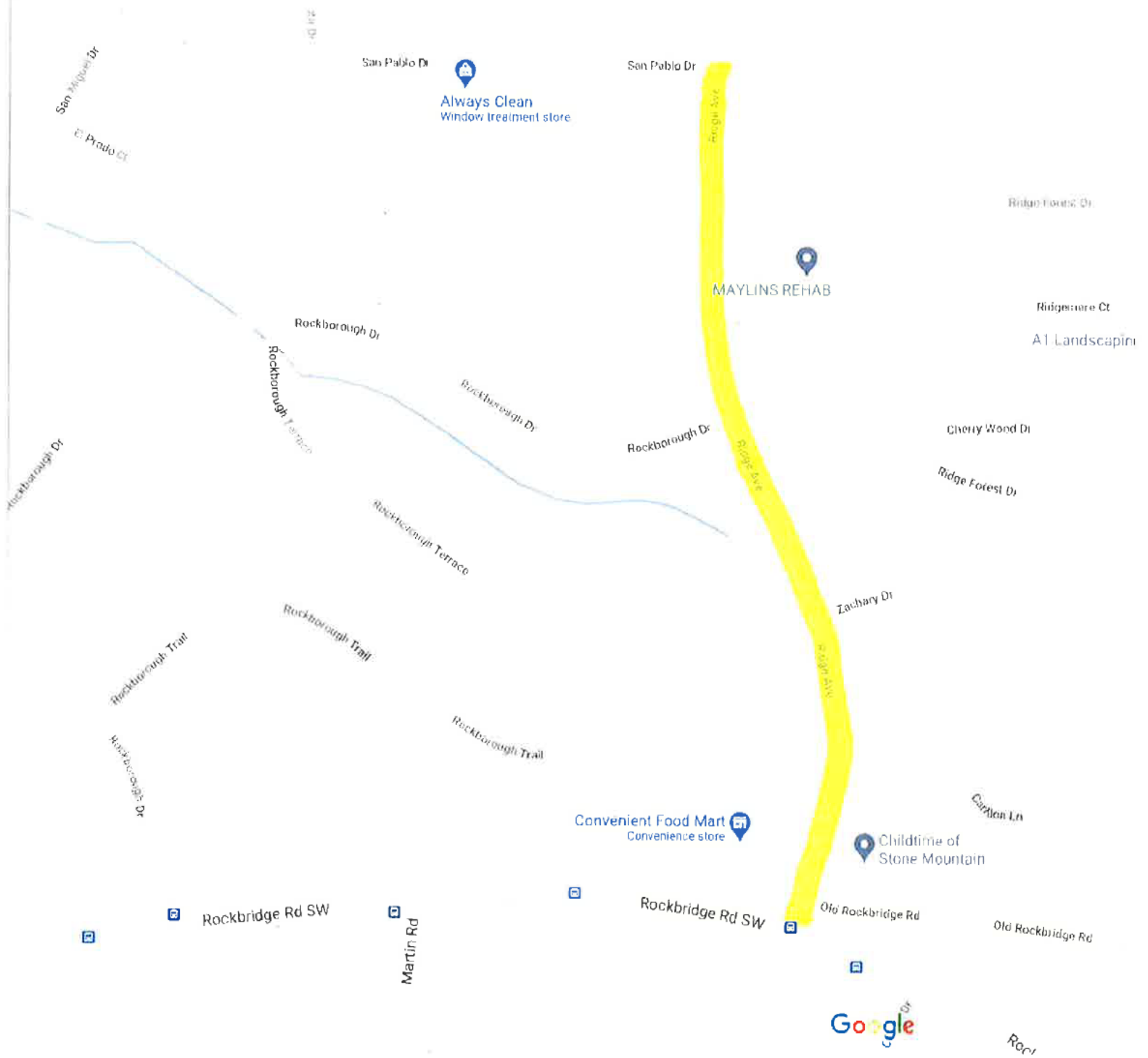
This street is regularly used by cyclists, pedestrians, dog walkers, and families with small children.

School buses easily fly down the street at over 45 - 50MPH, as do trash trucks, trailers, recreational vehicles, fire trucks....even when they are not on call, and several tractor trailer trucks each month that often have to turn around when they reach the railroad bridge, turn down Ridge Avenue, or turn around in area business parking lots.

Go_gle Maps



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 50 ft



City of Stone Mountain

875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

Please Print		
Date: April 20, 2020	Name: Ritanza Allen Hall	
Address: 511 Ridge Ave		
City: Stone Mtn	State: GA	Zip: 30083
Telephone number: 404-925-0414		

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4- Way Stop Control
3-Way Stop Control	Other: Traffic calming measures
Intersection of: off Rockbridge Rd at Ridge Ave	
Reason: To slow down speeders coming down Ridge Ave from Rockbridge Rd	

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

**City of Stone Mountain
Traffic Control Device Request Form**

Speed Zone
Speed Zone On:
Between and
Reason:

Other
Request: Traffic calming measures
Reason: To slow down speeders coming down Ridge Ave from Rockbridge Rd so that its safe to go to mailbox and stop speeders from running in yard knocking mailbox down.

Received by the City
Date:
Name:

City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

Please Print		
Date: 04.10.20	Name: Betty J Rogers	
Address: 505 Ridge Avenue		
City: Stone Mountain	State: GA	Zip: 30083
Telephone number: 678-910-4118		

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4- Way Stop Control
3-Way Stop Control	Other: Traffic calming measures
Intersection of: off Rockbridge Rd at Ridge Avenue	
Reason: to slow down speeders coming down Ridge Avenue from Rockbridge Road	

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

City of Stone Mountain
Traffic Control Device Request Form

Speed Zone
Speed Zone On:
Between and
Reason:

Other
Request: Traffic calming measures
Reason: To slow down speeders off Rockbridge Rd onto Ridge Avenue

Received by the City	
Date:	04-20-2020
Name:	J. TAVENNER

Petition to Request Traffic Study for Speed Bumps on Ridge Ave

Petition summary and background	This petition is created to support the community's desire to place speed reduction & traffic calming instruments on highly traveled roads in the Ridge Forest Community of Stone Mountain, Georgia, USA. After City Council meeting on, Tuesday, July 21, 2020, citizens were told after the request for a traffic study has been submitted, a petition should be collected with 60% or greater of the residents signature in favor of the requested action.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to start the process to place speed reduction instruments on highly traveled Ridge Avenue Community of Stone Mountain, Georgia, USA: ~

[illegible]

Go gle Maps



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 50 ft

City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

Please Print

Date: 3/3/21 Name: Kemar Birthfield
Address: 795 Rockborough Dr
City: Stone Mountain State: GA Zip: 30083
Telephone number: 404-647-9117

Please Circle the appropriate Category

Stop Control

2-Way Stop Control

4-Way Stop Control

3-Way Stop Control

Other

Intersection of:

Rockborough Drive and Ridge Ave

Reason:

Frequent speeders, multiple accidents due to speeders,
endangered pedestrians due to cars running onto property,
Property damage witnessed on neighbors' property

Restricted Park

On Parking / No Stopping

Loading Zone

Time Restricted Parking Zone

Other

On:

Between / at / Near:

Reason:

City of Stone Mountain
Traffic Control Device Request Form

Speed Zone

Speed Zone On:

Ridge Avenue

Between

San Pablo Dr

and

Zachary Dr.

Reason:

Other

Request:

Speed Bumps

Intersection

Rockborough Dr and Ridge Ave

Reason:

Frequent speeders, speed caused accidents, pedestrians endangered due to cars losing control and running onto walkways and land.

Received by the City

Date:

03-03-2021

Name:

Jim Taverne



City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

Please Print			
Date:	7-31-20 Name: ANITRA Williams / nina Williams		
Address:	5260 SAVANNAH Terrace		
City:	Stone Mountain	State:	GA Zip: 30083
Telephone number:	678-521-7089 310-280-2834		

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4-Way Stop Control
3-Way Stop Control	Other Speed Bump - ROAD lights
Intersection of: Before Ponce DeLeon / JAMES B. Memorial	
Reason: EXCESSIVE SPEEDING, CRASHES	

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

Speed Zone
Speed Zone On:
Between and
Reason:

Other
Request:
Reason:

Received by the City	
Date:	8-10-2020
Name:	J. TAVELER

City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

ACROSS CRAZY RON'S
BABY

Please Print			
Date: 8.3.20	Name: Steven Sanders Myers		
Address: 5268 Savannah Terrace			
City: St Mt	State: GA	Zip: 30083	
Telephone number: 404-805-3809			

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4- Way Stop Control
3-Way Stop Control	Other: Speed Bump / Road Lights
Intersection of: Before Ponce DeLeon / JAMEB Memorial	
Reason: Or Barrier on sidewalk Excessive speeding / crashes	

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

City of Stone Mountain
Traffic Control Device Request Form

Speed Zone
Speed Zone On:
Between and
Reason:

Other
Request:
Reason:

Received by the City	
Date:	8-10-2020
Name:	J. TAYLOR

City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

ACROSS GRAY RD

Please Print			
Date:	Name:	JANICE GUERIN	
Address: 5262 Savannah ter.			
City: Stone Mountain	State: GA	Zip: 30083	
Telephone number: 860 840-1159			

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4- Way Stop Control
3-Way Stop Control	<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">Other</div>
Intersection of: Before Ponce Deleon / James B Memorial	
Reason: Excessive speeding & crashes	

Barrier
side
walk

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

City of Stone Mountain
Traffic Control Device Request Form

Speed Zone	
Speed Zone On:	Ponce De Leon
Between	Tuggle Road and Savannah ter.
Reason:	SPEEDING

Other	
Request:	SPEED BUMP
Reason:	

Received by the City	
Date:	8-10-2020
Name:	J. TAMMARE

City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

ACROSS CRAZY PONY'S BBQ

Please Print		STONE MOUNTAIN FOOD MART	
Date: 8/3/20	Name: DANIEL MENCISTEAS		
Address: 6201 E. PONCE DE LEON AVE			
City: Stone Mountain	State: GA	Zip: 30083	
Telephone number: 770-469-0656			

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4-Way Stop Control
3-Way Stop Control	Other
Intersection of: Before Ponce De Leon / James B. Memorial	
Reason: Excessive speeding CRASHES	

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

Speed Zone
Speed Zone On:
Between and
Reason:

Other
Request:
Reason:

Received by the City	
Date:	8-10-2020
Name:	J. TAVAN

City of Stone Mountain
875 Main Street
Stone Mountain Georgia 30083
Tel: (770) 498-8984
Traffic Control Device Request Form

Please Print			
Date: 8/3/2020	Name: Ronald D Herndon	DBA CRAZY Ron's BBQ	
Address: 6201 E Ponce DeLeon			
City: STN - MTN	State: GA	Zip: 30083	
Telephone number: _____			

Please Circle the appropriate Category

Stop Control	
2-Way Stop Control	4-Way Stop Control
3-Way Stop Control	<input checked="" type="radio"/> Other SPEED Bump ROAD Lights
Intersection of: Before Ponce DeLeon & James B. Memorial	
Reason: Excessive speeding, CRASHES	

Restricted Park	
On Parking / No Stopping	Loading Zone
Time Restricted Parking Zone	Other
On:	Between / at / Near:
Reason:	

Speed Zone
Speed Zone On:
Between and
Reason:

Other
Request:
Reason:

Received by the City	
Date:	8-10-2020
Name:	J. TAVELINE

Google Maps



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 50 ft

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

DATE : May 4, 2021
TO : City Council
FROM : Alicia Daniels
RE : Conditional Use Application – 5447 E. Mountain Street

Attached is the Conditional Use Application as submitted by applicant, Susan Coletti. Applicant is proposing construction of a guest house (1120 sq ft) at 5447 E. Mountain Street having a bathroom and storage space with no cooking facilities. The Administration department recommended the applicant seek a conditional use application as a guest house, pool house, or servant quarters on a lot containing a single-family residence limited to one on each lot and shall not include cooking facilities and shall not exceed the square footage of the principal structure (3497 sq ft) is permitted by condition (special use). The applicant's proposed use conforms to the applicable development regulations as provided in Appendix A Zoning, Section 5-2.5 (A) District Development Regulations.

Planning Commission has reviewed the application at the April 19 meeting and has recommended approval.

**CITY OF STONE MOUNTAIN, GEORGIA
PLANNING AND ZONING REVIEW
ADMINISTRATION NOTES**

APPLICATION:	CONDITIONAL USE (SPECIAL USE PERMIT)
PROPERTY:	5447 E. Mountain Street
PARCEL:	18 089 17 005
APPLICANT:	Susan Coletti
OWNER:	Claire Iverson & Steve Iverson
CURRENT ZONING:	Traditional Residential (R2) district
PROPOSED USE/ZONING:	Guest House

Traditional Residential (R2) district regulations, in their entirety, can be found at

https://library.municode.com/ga/stone_mountain/codes/code_of_ordinances?nodeId=PTIICOOR_APXA_ZO_ARTVDIRE_S5-2TRREDI

Administration – Application Notes

Section 5-2 – Traditional residential (R2) district. 5-2.3(A)(5) Permitted by condition (special uses) (5) Guest house, pool house, or servant quarters a lot containing a single-family residence limited to one on each lot and shall not include cooking facilities and shall not exceed the square footage of the principal structure.

The applicant has submitted conditional (special use) application in accordance with Appendix A, Zoning for the proposed use of a guest house to be constructed on the property located within the R-2 Traditional Residential District at 5447 E. Mountain Street, Stone Mountain, GA 30083. The proposed guest house is presented with no cooking facilities. The proposed square footage of the guest house is depicted on the site plan, as presented, at 1120 square feet and depicted as not exceeding the square footage of the principal structure of 3497 sq ft.

The applicant's proposed use conforms to the applicable development regulations as provided for in Appendix A Zoning, Section 5-2.5 (A) District Development Regulations. The application was deemed accepted by the Administration, with all required supporting documents, and is therefore submitted to the Planning Commission for review.

CALL TO ORDER

Chair Alex Brennan called the meeting to order at 6:33pm

DETERMINATION OF A QUORUM BY THE CHAIR

Chair determine we had a quorum as there were four commission members present. Jelani Linder joined just a minute after.

APPROVAL OF AGENDA

Commissioner Eileen Smith motioned to approve Agenda and Commissioner Jelani seconded. The vote was unanimous.

UNFINISHED BUSINESS

N/A

NEW BUSINESS

A. Application for Conditional Use on 5447 E. Mountain Street, Stone Mountain, GA 30083, Parcel 18 089 17 005 for Construction of a Guest House; Appendix A Zoning, Section 5-2.3(A)(5) Traditional Residential (R2) District.

Applicant, Susan Coletti and her daughter Claire Iverson were present. Susan spoke on the use for the guesthouse being used for she and her husband as they age. Chair Brennan asked how they would cook without a kitchen to which Susan stated her daughter would occupy the main house and she would be able to furnish the guesthouse with a microwave, refrigerator, and a dishwasher. Commissioner Smith asked for clarification on the square footage of the proposed project to which Claire responded 1120 sq ft including porch and loft area. Commissioner Linder asked if the shed on the plan was existing to which Claire responded that it was. Commissioner Linder stated plans for the conditional use application seemed pretty straightforward and Commissioner Felicia Evans agreed. Commissioner Smith motioned for approval of the conditional use application and Commissioner Linder seconded. The vote was unanimous.

ADJOURNMENT

Commissioner Smith motioned to adjourn, and Chair Brennan adjourned the meeting at 6:44pm.

CITY OF STONE MOUNTAIN
APPLICATION FOR CONDITIONAL USE

received
3/9/2021 @ 4pm a.d.

APPLICANT'S NAME: Susan S. Coletti

APPLICANT'S ADDRESS: 5417 East Mountain St.

CITY: Stn. Mtn. STATE: GA ZIP: 30083

HOME #: OFFICE #: CELL #:

EMAIL ADDRESS:

ADDRESS OF PARCEL FOR CONDITIONAL USE: 5447 East Mountain St.

CITY: Stn. Mtn. STATE: GA ZIP: 30083

CURRENT ZONING CLASSIFICATION: R2 PROPOSED ZONING CLASSIFICATION: R2

LAND USE CLASSIFICATION AS SHOWN ON THE FUTURE DEVELOPMENT MAP:

Susan S. Coletti 3.4.2021
SIGNATURE OF APPLICANT DATE

THE INFORMATION BELOW MUST BE COMPLETED IF THE OWNER(S) OF THE PROPERTY IS DIFFERENT FROM THE APPLICANT. THE PROPERTY OWNER'S SIGNATURE BELOW AUTHORIZES THE APPLICANT TO APPLY FOR A CONDITIONAL USE AS INDICATED ABOVE. IF THE PROPERTY HAS MORE THAN ONE OWNER, THE NOTARIZED SIGNATURE OF ALL PROPERTY OWNERS SHALL BE REQUIRED (USE PAGE 3 FOR ADDITIONAL SIGNATURES)

PROPERTY OWNER'S NAME: Steve & Claire Iverson

ADDRESS: 5447 East Mountain St.

CITY: Stn. Mtn. STATE: GA ZIP: 30083

HOME #: BUSINESS #: CELL #: (claire)

EMAIL ADDRESS:

Steve & Claire Iverson 3/3/21
SIGNATURE OF PROPERTY OWNER DATE

[Signature] 3/3/21
SIGNATURE OF NOTARY DATE

3-29-23 (SEAL)
COMMISSION EXPIRES

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

In accordance with the Conflict of Interest in Zoning Actions O.C.G.A., Chapter 36-67A-3, the following questions **must** be answered:

Have you, the applicant, made \$250.00 or more in campaign contributions to a local government official, who will consider the application, within two years immediately preceding the filing of this application?

Yes _____ No X

If the answer is yes, you **must** file a disclosure report with the City of Stone Mountain showing:

1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made to the local government official during the two years immediately preceding the filing of this application and the date of each contribution.

The disclosure(s) must be filed within ten (10) days after the application is first filed.

Steve Iverson



SIGNATURE OF APPLICANT

3/3/21

DATE

CHECK ONE: OWNER: ☒ AGENT: ☐



SIGNATURE OF NOTARY

3/3/21

DATE

3-29-23

COMMISSION EXPIRES

(SEAL)

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

In accordance with the Conflict of Interest in Zoning Actions O.C.G.A., Chapter 36-67A-3, the following questions **must** be answered:

Have you, the applicant, made \$250.00 or more in campaign contributions to a local government official, who will consider the application, within two years immediately preceding the filing of this application?

Yes _____ No X

If the answer is yes, you **must** file a disclosure report with the City of Stone Mountain showing:

1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made to the local government official during the two years immediately preceding the filing of this application and the date of each contribution.

The disclosure(s) must be filed within ten (10) days after the application is first filed.

Susan S. Coletti

Susan S. Coletti
SIGNATURE OF APPLICANT

3.4.2021
DATE

CHECK ONE: OWNER: _____ AGENT: ✓

Alicia Daniels
SIGNATURE OF NOTARY

3/4/2021
DATE

3/19/22
COMMISSION EXPIRES



FOR OFFICE USE ONLY

Received By : Alicia Daniels Date/Time Received: 3/9/2021
Parcel Number: 18 089 17005 Occupancy Use: Residence
Total Acreage: .653 Total Square Feet: 28,445 sq. ft.
Current Zoning: Traditional Residential (R2)
Land Use Classification as shown on the future development map: Residential
Filing Fee: \$400.00 Date Paid: _____ Pre-App Meeting Date: 5/19/2020
Date of Planning & Zoning Committee Hearing: 4/19/2021
Planning & Zoning Recommendation: Approve _____ Deny _____ Table _____
Public Hearing Date: 4/20/2021 Date Sign Posted: 4/1/2021
Date Advertised: 4/1/2021 + 4/8/2021 Date Public Notice Posted: 4/1/2021
Date of City Council Consideration: 5/4/2021 Approved: _____ Denied: _____

CONDITIONAL USE FEE: (Required to cover administrative costs): \$400.00

 Payment

Property Tax



Delinquent Tax



Motor Vehicles



Appointments & Wait Times

*Leave Checks and
Stamps Behind...*

Pay Property

Property Information

Receipt for 2020 Property Taxes Paid

[Back](#)

Parcel ID	PIN	Owner	Co-Owner	Property Address
18 089 17 005	0982270	IVERSON CLAIRE	IVERSON STEVE	5447 E MOUNTAIN ST

**Total County
Taxes Billed**

\$3,922.42

**Total County
Taxes Paid**

3922.42

Last Paid Amount

\$1,961.21

Last Paid Date

11/14/2020

4380 Memorial Drive, Suite 100, Decatur, Georgia 30032 (404-298-4000)

A. The following is a list of standards that should be used in all zoning proposal reviews;

1. The existing uses and zoning of nearby property:
 - across E. Mtn. St. is totally residential
 - across Fifth St. is residential; vacant house and lot
 - rear of property is vacant restaurant's parking lot
 - to left of house is vacant restaurant
2. The extent to which property values are diminished by their particular zoning restrictions;
UNKNOWN
3. The extent to which the possible reduction of property values of the subject property promotes the health, safety, morals or general welfare of the public;
 - will increase property values of said property and adjoining properties
4. The relative harm to the public as compared to the hardship imposed upon the individual property owner;
 - no relative harm to public
 - hardship to property owner if not allowed to build structure would be that elderly parents could not be looked after properly.
5. The suitability of the subject property for the zoning proposed;
 - very suitable; large property with ample room for guest house'
 - no change in zoning is proposed
 - guest house (without cooking facilities) would not require a variance for the size of the structure as long as the new structure is not proposed to be larger than the primary structure on the property (as per our city ord)
 - the primary structure is 3000+ sq. ft. and proposed guest house will be approx. 900sq'
6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property;
 - property is not vacant
7. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
 - no new zoning proposal is requested
8. Whether the zoning proposal will adversely affect the existing use and development of adjacent or nearby property;
 - no new zoning proposal is requested
9. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
 - no new zoning proposal is requested

10. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;
 - no new zoning proposal is requested
11. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan and future development;
 - no new zoning proposal is requested so therefore the request to build a guest house is permitted under current zoning
12. Whether there are other existing or changing conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the zoning proposal;
 - again, no new zoning proposal is being requested
13. The impact upon the appearance of the city;
 - definite improvement in the appearance of Fifth Street!!!
14. The impact upon the provision of water, transportation and other urban services;
 - minimal impact
15. The impact upon population density and the potential for overcrowding and urban sprawl;
 - minimal impact
16. The impact upon thoroughfare congestion and traffic safety;
 - minimal impact
17. The protection of property against blight and depreciation;
 - definite improvement of an unsightly and ugly side yard : to make Fifth St. assume a much needed facelift and also maybe begin some much needed residential improvement in the area

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 18.089.17.005

Land Situated in the County of DeKalb in the State of GA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 89 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

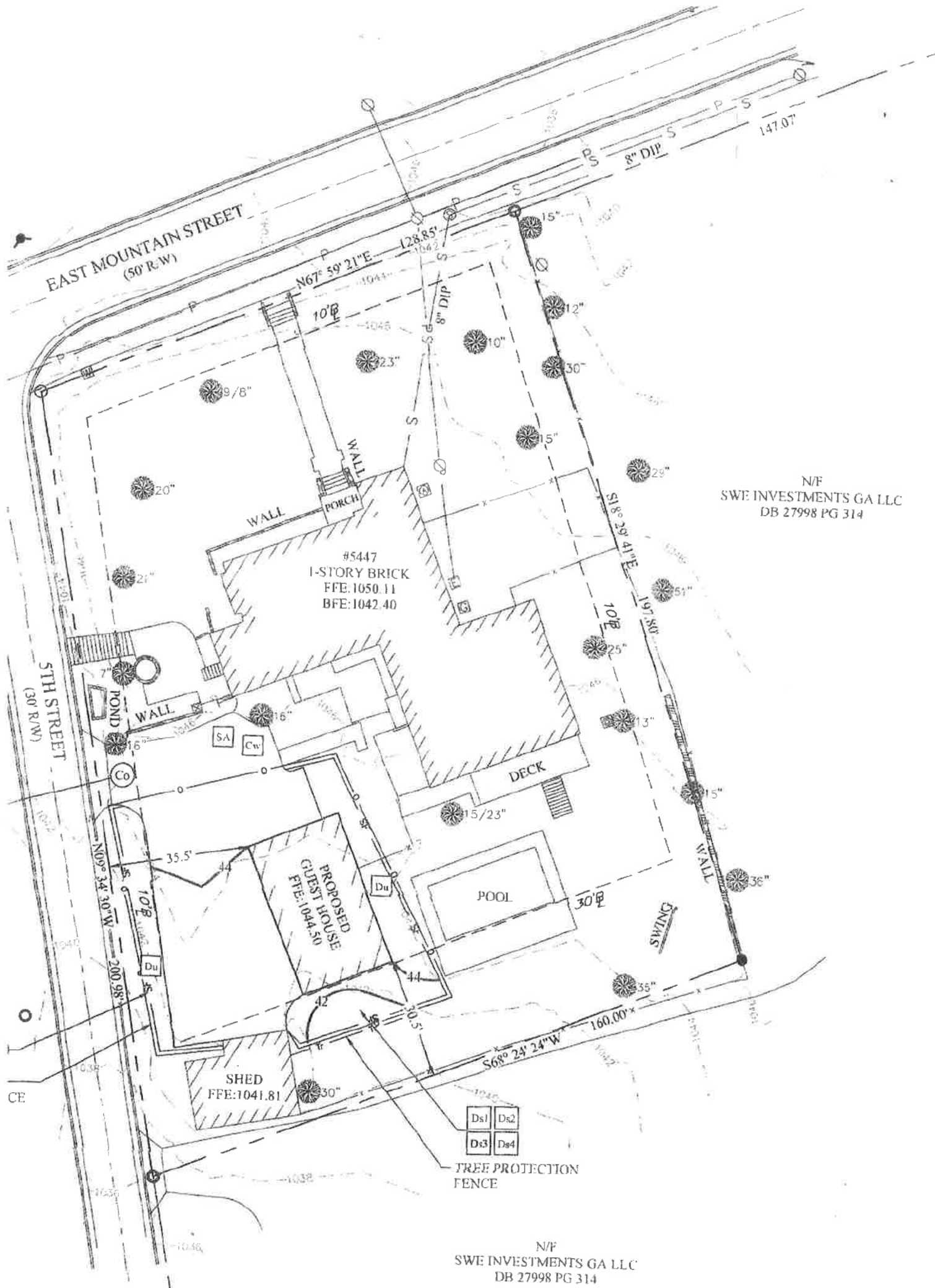
BEGINNING AT THE SOUTHEAST CORNER OF EAST MOUNTAIN STREET AND FIFTH STREET AND RUNNING THENCE EAST ALONG THE SOUTH SIDE OF EAST MOUNTAIN STREET 135 FEET TO THE PROPERTY NOW OWNED BY GRACE C. ETTER; RUNNING THENCE SOUTHERLY ALONG THE WEST LINE OF SAID ETTER PROPERTY 197.8 FEET, MORE OR LESS, TO A MARK AT A CORNER OF A WALL; RUNNING THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHERLY SIDE OF EAST MOUNTAIN STREET 160 FEET TO AN IRON PIN ON THE EAST SIDE OF FIFTH STREET; THENCE NORTH ALONG THE EAST SIDE OF FIFTH STREET 200 FEET TO THE POINT OF BEGINNING, BEING IMPROVED PROPERTY KNOWN AS 5447 EAST MOUNTAIN STREET, IN THE CITY OF STONE MOUNTAIN, GEORGIA, ACCORDING TO A PLAT OF SURVEY DATED AUGUST 25, 1967 BY ANSEL POE & ASSOCIATES.

Commonly known as: 5447 E Mountain Street, Stone Mountain, GA 30083



•U83738771•

1371 4/11/2013 78585842/1



N/F
SWE INVESTMENTS GA LLC
DB 27998 PG 314

N/F
SWE INVESTMENTS GA LLC
DB 27998 PG 314

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton, City Manager

RE : Zoning Map Proposals

05/04/2021 – REGULAR SESSION – NEW BUSINESS – ITEM E.

The Administration has asked Mayor Wheeler to appoint an ad hoc committee to offer final review of proposals and to entertain presentation of product from the recommended proposal(s). Recommendation of proposal award will be presented during the 05/19/2021 work session of Council.

ITEM HISTORY

04/20/2021 – WORK SESSION – NEW BUSINESS – ITEM E.

The Administration has received fourteen (14) proposals in response to the attached solicitation for Request for Proposals for the development of an Online Interactive Zoning Map Application. The Administration is completing final phase review of the proposals which includes view of referenced sites.

The fourteen proposals were submitted from:

MuniSight LTD
West 31 Spatial Resources
Foresite Group, LLC
North Line GIS
Allworld Project Management LLC
Geographic Technologies Group
Spatial Engineering, Inc.
Falcon Design Consultants
Blue Cypress Consulting
California CAD Solutions, Inc.
InterDev
VertiGIS North America Ltd
Gridics
Suburban Consulting Engineers, Inc.

The Administration is requesting that Council keep this item on the Council agenda as a placeholder for updates and for future consideration of award.

Thank you, CMThornton

Memo: Zoning Map Proposals

CITY OF STONE MOUNTAIN

SCOPE OF WORK REQUEST FOR PROPOSALS (RFP) RFP NO. 2021-01 AD

ONLINE INTERACTIVE ZONING MAP

DUE DATE EXTENDED to MARCH 8, 2021 at 1:00pm

Adoption of the City of Stone Mountain, Georgia's current zoning ordinance was accomplished in 2004, with current rendition of the map being composed by the Atlanta Regional Commission in 2008. The City is soliciting businesses or firms to digitize its zoning map into a GIS map with layering capabilities. The map will be used to service internal mapping inquiries and zoning application processes, and to service external online map queries that will provide the public with access to updated zoning data.

SCOPE OF WORK

1. Create a digital zoning map.
 - a. Digital map to depict the following with layered capability:
 - i. Economic Downtown Development District
 - ii. Future Land Use Map Depiction
 - iii. Historic Preservation District
 - iv. Rural Zone District
 - v. Tax Anticipation District
 - b. Layering should have on or off capability.
 - c. Final shapefiles for digital map and each layered district to be delivered to the City.
 - d. Create online map server for public accessibility and viewing.
2. Create an online map application for public data access and viewing.
 - a. Assess from City website.
 - b. Searchable by parcel address or id number.
 - c. Zoning information for parcel to be accessible within application.
3. Create an internal zoning certification/application portal for use by the City's Administration department and other applicable departments for compiling relevant data in one easily accessible location.
4. Create a cross reference document that depicts zoning use categories (permitted by right and by condition) by zoning district. The document should have the capability to be automatically updated with each update to the zoning map.
5. Train applicable City staff on in-house updates to the digital map.
 - a. Provide a hard copy and online copy of the manual for training.
6. Update and administer zoning map updates.
 - a. Create a standard procedure for update requests and implementation.

NEXT PAGE

PROPOSAL SHOULD INCLUDE THE FOLLOWING AS RELATIVE TO THE AFOREMENTION SCOPE OF WORK

SCOPE OF WORK #1(C)

Alternate pricing should be included for creation of a shape file and for use of an existing shapefile (i.e. use of existing DeKalb County GIS shapefile/data).

SCOPE OF WORK #6

Training hours should be presented as cost per hour.

PROPOSAL REQUIREMENTS:

Proposal to contain:

Section 1. Summary introduction about the proposer, company, firm, etc. This section is to also include qualifications that render the proposer capable of completing the projected scope of work.

Section 2. Information on how the proposer will accomplish the five tasks listed under the SCOPE OF WORK on page one of this Request for Proposal.

Section 3. Fee Schedule to accomplish each individual task. Lump sum fee for tasks 1-4 under the SCOPE OF WORK on page one of this Request for Proposal.

Section 4. Experience with the completion of similar projects. This section may also include professional information about the proposer's staff or team that will potentially participate in completion of this project.

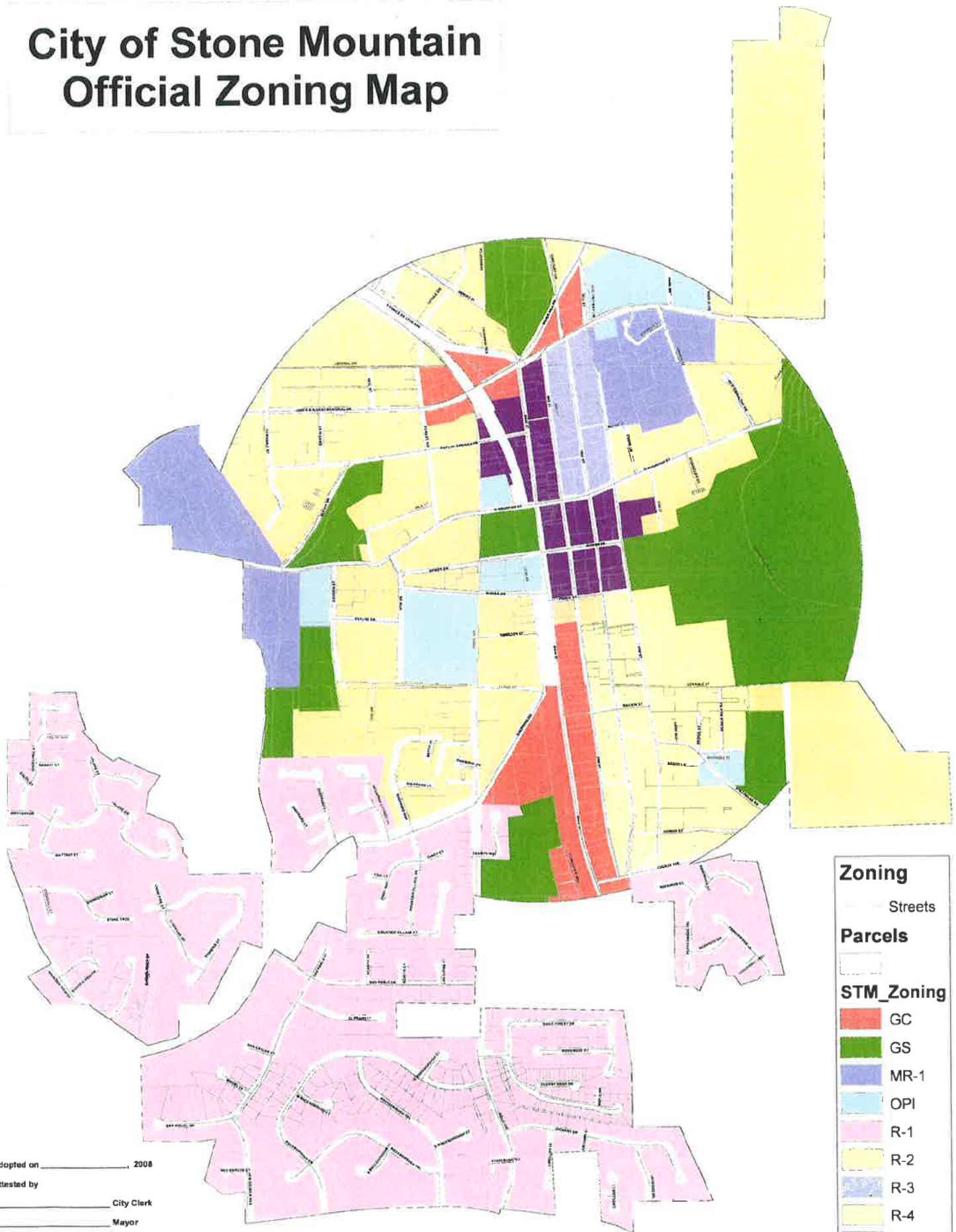
Proposal Submission:

Eight (8) copies of the proposal are to be submitted to:

City of Stone Mountain
ChaQuias Thornton, City Manager
875 Main Street
Stone Mountain, Georgia 30083

Proposals are to be received no later than ~~Monday, March 1, 2021 at 1:00pm~~ **Monday, March 8, 2021 at 1:00pm**. Forward all questions regarding this Request for Proposal to City Manager ChaQuias Thornton at manager@stonemountaincity.org. The City of Stone Mountain reserves the right to reject any and all proposals.

City of Stone Mountain Official Zoning Map



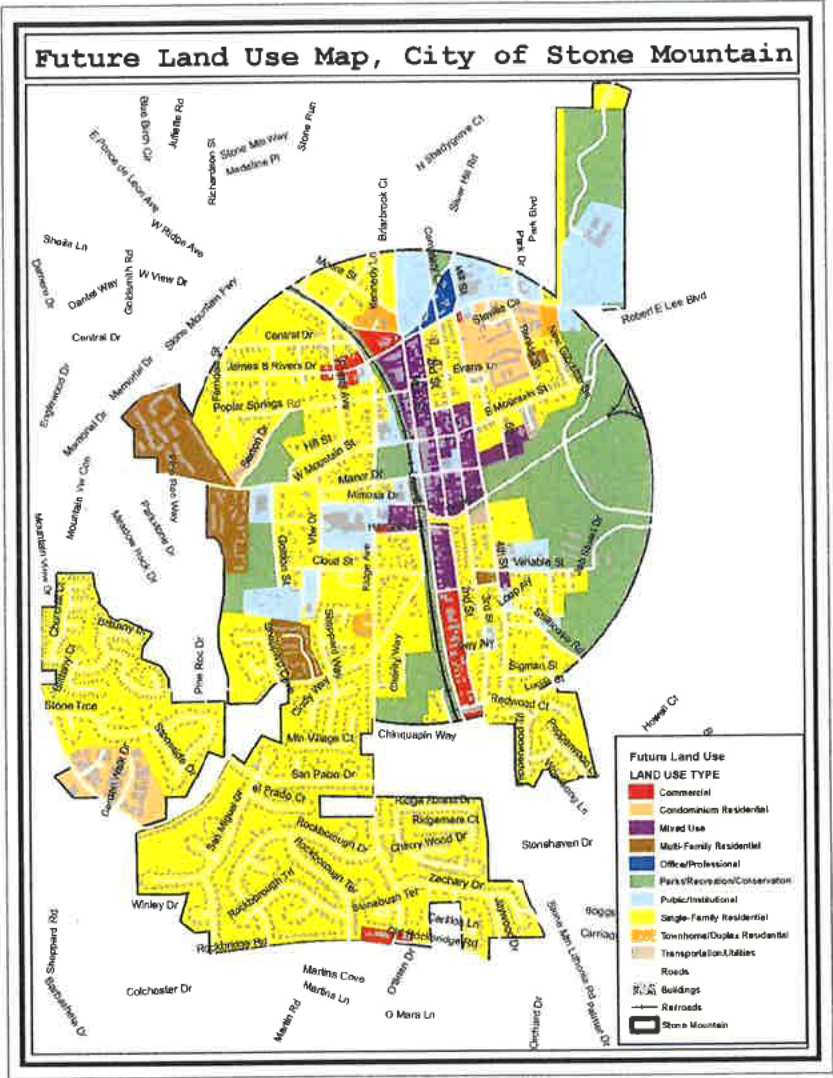
Adopted on _____, 2008

Attested by _____

City Clerk

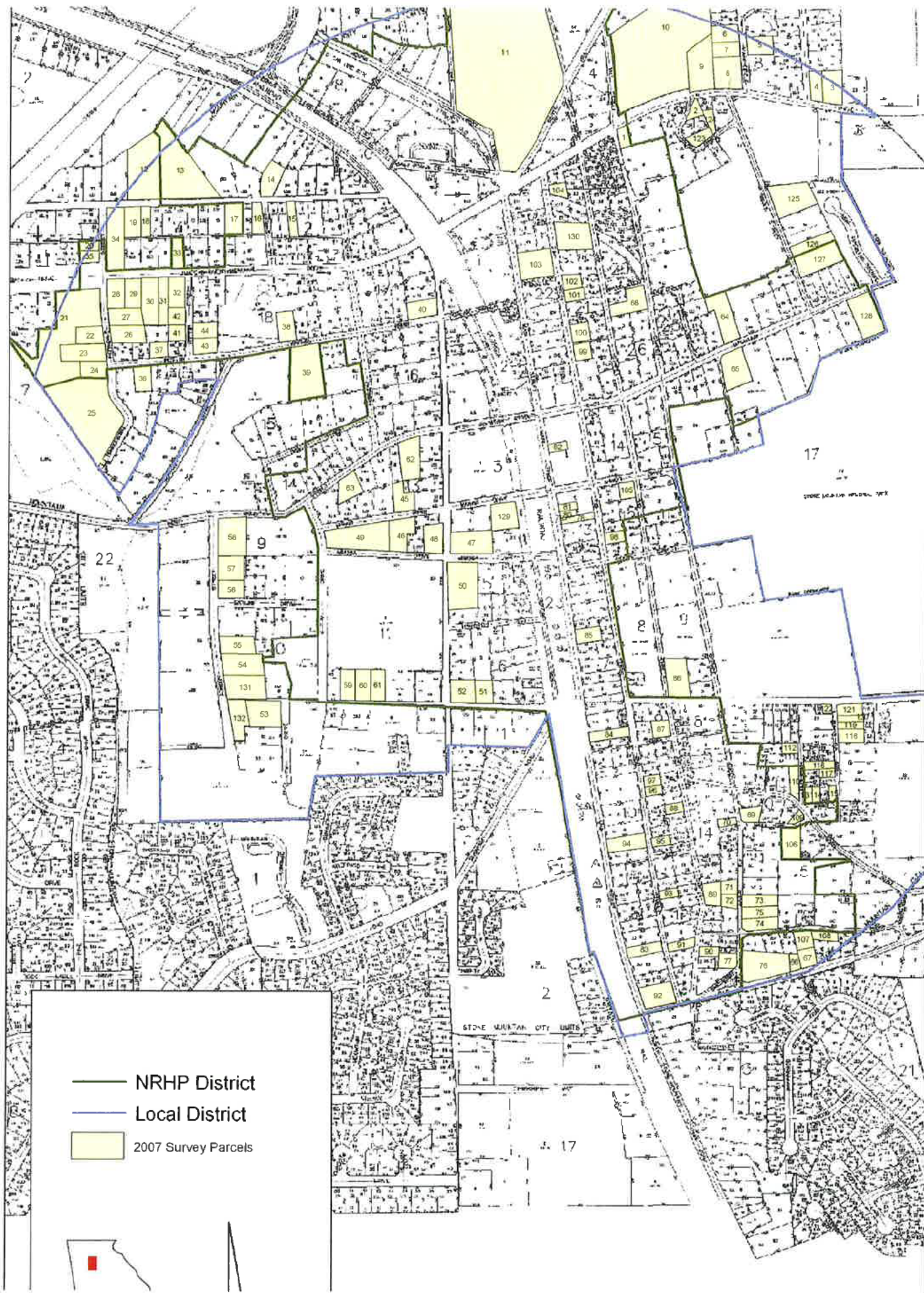
Mayor

This is to certify that this official Zoning Map supersedes and replaces the Official Zoning map adopted _____, 20____, as part of the Zoning Ordinance of the City of Stone Mountain, Georgia.



Official Rural Zone Map for City of Stone Mountain





- NRHP District
- Local District
- 2007 Survey Parcels



Memorandum

To: **ChaQuias Thornton, City Manager**
CC: **Mayor and City Council**
From: **Chief C. Troutman**
Date: **4/16/2021**
Re: **Request to Dispose of Property**

The police department has been cleaning and inventorying our equipment and assets. We have identified some equipment and property that is broken, obsolete, and in need of disposal.

We request that the City Council surplus the property on the attached list so that we may dispose of it properly.

	Type	Brand/Model	Serial Number	Proposed Disposition	Asset Tag
1	Mobile Broadband Device	Inseego	990015593383508	Electronics Recycling	A-00038
2	Cellular phone	Samsung G8	unknown/smashed	Electronics Recycling	n/a
3	Cellular phone	Apple iPhone 7	unknown/dead	Electronics Recycling	n/a
4	Cellular phone	Samsung Galaxy S4	unknown/dead	Electronics Recycling	n/a
5	Computer - Desktop	Dell Optiplex 7010	59LJ8Z1	Electronics Recycling	A-00104
6	Computer - Desktop	Dell Vostro	DR7BFQ1	Electronics Recycling	n/a
7	Printer - Laser	Brother MFC-J6530DW	U64365D9H121681	Electronics Recycling	n/a
8	Mobile Broadband Device	Novatel	990006387223711	Electronics Recycling	n/a
9	Monitor	AOC	ABGD43A012739	Electronics Recycling	n/a
10	Monitor	Dell	CN-0KW14V-74261-38U-0C3L	Electronics Recycling	A-00105
11	Computer - Desktop	Dell Vostro	DR7C5Q1	Electronics Recycling	n/a
12	Monitor	Samsung Syncmaster	ZTQFHVBPB700985T	Electronics Recycling	n/a
13	Siren Controller	Sound-off	n/a	Electronics Recycling	n/a
14	Computer - Desktop	Dell Optiplex 9020	4LM1942	Electronics Recycling	n/a
15	Printer - Inkjet	Brother LC203	U62871A7F121823	Electronics Recycling	n/a
16	Printer - Laser	HP Laserjet P2035	VNB3429071	Electronics Recycling	n/a
17	Printer - Laser	Canon Imageclass D420	DTS21537	Electronics Recycling	n/a
18	Fax Machine	Brother Intellifax 4100E	U61639D9J928793	Electronics Recycling	n/a
19	Mobile Broadband Device	Netgear	359071061310353	Electronics Recycling	n/a
20	Mobile Broadband Device	Novatel	990006387197048	Electronics Recycling	n/a
21	Mobile Broadband Device	Netgear	359071061310791	Electronics Recycling	n/a
22	Mobile Broadband Device	Novatel	990003326890270	Electronics Recycling	n/a
23	Mobile Broadband Device	Netgear	359071061345060	Electronics Recycling	n/a
24	Mobile Broadband Device	Novatel	990006373618098	Electronics Recycling	n/a
25	Mobile Broadband Device	Netgear	359071061312094	Electronics Recycling	n/a
26	Mobile Broadband Device	Novatel	990003326890213	Electronics Recycling	n/a
27	Mobile Broadband Device	Novatel	990003326893027	Electronics Recycling	n/a
28	Mobile Broadband Device	Novatel	990003326891682	Electronics Recycling	n/a
29	Mobile Broadband Device	Novatel	990006372940618	Electronics Recycling	n/a
30	Mobile Broadband Device	Netgear	359071061312037	Electronics Recycling	n/a
31	Mobile Broadband Device	Novatel	990006387223703	Electronics Recycling	n/a
32	Mobile Broadband Device	Novatel	990006387207458	Electronics Recycling	n/a
33	Mobile Broadband Device	Novatel	990003328752650	Electronics Recycling	n/a
34	Mobile Broadband Device	Novatel	990006387221913	Electronics Recycling	A-00123
35	Mobile Broadband Device	Novatel	990003326891575	Electronics Recycling	n/a
36	Mobile Broadband Device	Novatel	990006387201170	Electronics Recycling	n/a

	Type	Brand/Model	Serial Number	Proposed Disposition	Asset Tag
37	Various Unserialized Computer Peripherals			Electronics Recycling	
38	Various Expired Ballistic Vests/Carriers			Dumpster	
39	Various Worn Uniforms (patches removed)			Dumpster	

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton, City Manager

RE : Bid Award and Contract Approval – Lovvorn Construction, Inc. – City
Construction Services Agreement – Bid No. CIP 2021-001 – Drainage Improv - \$129,500

05/04/2021 – REGULAR SESSION – NEW BUSINESS – ITEM G.

Per report rendered by Director Tavenner during the 04/20/2021 work session, the Administration is requesting Council consideration of bid award and City Construction Service Agreement – Bid No. CIP 2021-001 – Drainage Improvements Project 1 - Lovvorn Construction, Inc. in the amount of \$129,500.00.

Clark, Patterson & Lee has determined that the low, responsive bidder is Lovvorn Construction, Inc. and has vetted the contractor. Director Tavenner is recommending Lovvorn for bid award and is requesting Council approval of the associated contract for construction services.

Please see the contract draft attached.

ITEM HISTORY

04/20/2021 – PUBLIC WORKS REPORT

Director Tavenner presented information for two drainage improvements areas (FY2021 Drainage Improvements Project 1). The bid opening for the project was held on Friday, April 16, 2021 at 2pm.

The improvement areas are:

1. Medlock Park drainage improvements
2. West Mountain St. at VFW Dr. drainage improvements

Thank you,
CMThornton

Memo: Bid Award and Contract Approval – Lovvorn Construction, Inc. – City
Construction Services Agreement – Bid No. CIP 2021-001 – Drainage Improv - \$129,500

City of Stone Mountain
875 Main Street
Stone Mountain, Georgia 30083
Bid Tabulation
Bid Opening - Friday, April 16, 2021 2:00pm

FY2021 Drainage Improvements Project I

Project Name	Company Submitting Bid	Base Bid Amount	Allowance One Amount	Allowance Two Amount	Deductive Alternate One	Total Bid Amount
	Lovvorn Construction	\$129,500				\$129,500
	Dickerson Group	\$365,250				\$365,250
	Sol Construction LLC	\$298,000				\$298,000

*Listed by Base Bid-Lowest to Highest as Described on Contractor Bid Form

CITY ROAD CONSTRUCTION SERVICES AGREEMENT

**BID NUMBER CIP 2021-001
FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1**

This City Road Construction Services Agreement (the "Agreement") is made and entered into this ____ day of May, 2021 (the "Effective Date"), by and between the **CITY OF STONE MOUNTAIN**, a Georgia municipal corporation (the "City") and **LOVVORN CONSTRUCTION, INC.**, a Georgia limited liability company (the "Contractor"), collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, under authority granted to it by the Georgia General Assembly as codified in the Official Code of Georgia Annotated ("O.C.G.A.") § 32-4-92, the City desires to retain a contractor to perform services for **BID NUMBER CIP 2021-001: FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1** regarding the construction, maintenance, administration, or operation of one or more City roads or activities incident thereto (the "Project"), as further defined below; and

WHEREAS, the City, in accordance with O.C.G.A. § 32-4-110 et seq., solicited competitive bids for the Project pursuant to a Request for Bids issued by the City Manager or designee ("Purchasing Agent") on March 18, 2021; and

WHEREAS, the Contractor submitted a complete and timely bid and met all bid requirements such that the City awarded the Project to the Contractor; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid, the City has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

- A. City's Request for Bids solicitation, attached hereto marked "**Exhibit A**";
- B. Bid response received from Contractor, dated April 16, 2021, attached hereto marked "**Exhibit B**";
- C. Performance Bond and Payment Bond, attached hereto collectively marked "**Exhibits C.1 and C.2**";
- D. E-Verify compliance affidavits, attached hereto marked "**Exhibits D.1 and D.2**";
- E. Additional payment terms, attached hereto marked "**Exhibit E**"; and
- F. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description

- A. **Project.** A general description of the Project is as follows: **BID NUMBER CIP 2021-001: FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1** (the "Project") as more fully detailed in Exhibit A.

Section 3. The Work.

- A. **The Work.** The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in one or more of the following documents which are attached hereto and by this reference incorporated herein: the Specifications, Bid Form, Roadway Summaries, the Georgia Department of Transportation Specifications, Standards, and Special Provisions, Construction Documents, Location Maps, and elsewhere in the Contract Documents for the Project, a true and correct copy of which has been provided to Contractor with originals maintained on file with the City's Purchasing Agent. The

Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

- B. Notice to Proceed. The City will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work ("Commencement Date") and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.
- C. Plans, Drawings and Specifications. The plans, drawings and specifications, a true and correct copy of which has been provided to Contractor with originals maintained on file in the City Purchasing Agent, are hereby acknowledged by the Parties and incorporated herein by reference.
- D. Shop Drawings, Product Data, and Samples. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
 - (i) "Shop Drawings" are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
 - (ii) "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - (iii) "Samples" are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator's approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator's approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator's attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator's attention to such additional revisions, the Contract Administrator's approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the City and Contract Administrator and shall be delivered to the Contract Administrator or City upon completion of the Work.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

- A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the City and the Parties intend that all Work shall be completed on or before **ninety (90) days following the commencement date specified in the Notice to Proceed**. Every effort will be made by Contractor to shorten this period.
- B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that City will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the City **One hundred and fifty dollars and 00/100 Dollars (\$150.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the City, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the City, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
 - (2) An increase in equipment or tools;
 - (3) An increase in hours of work or number of shifts;
 - (4) Expediting delivery of materials; and/or
 - (5) Other action proposed if acceptable to City.

Within five (5) calendar days after such notice from City that the Work is behind schedule, the Contractor shall notify the City in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the City deem the plan of action inadequate, the Contractor shall take additional steps to make

adjustments as necessary to its plan of action until it meets with the City's approval and such approval is provided in writing by the City.

- D. Partial Occupancy or Use. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the City and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **ONE HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED U.S. DOLLARS (\$129,500.00)** (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon the amount(s) specified in **Exhibit B**, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. Additional Payment Terms. Additional payment requirements are included as **Exhibit E**, attached hereto and incorporated herein by reference.
- C. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the City *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- D. Taxes. The City is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, City shall provide evidence of its tax-exempt status. To the extent, if any, that the City furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

- A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the City and the Contractor with appropriate authorization.
- B. Right to Order Changes. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the City and the Contractor.
- D. Authority to Execute Change Order. The City Manager has authority to execute, without further action of Stone Mountain City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order, or combination of Change Orders increasing the Maximum Contract Price by more than five percent (5%) must be approved by the Stone Mountain City Council.
- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the

Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

- A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City's Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the City. If the City determines that a conflict of interest exists, the City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed, if Contractor had knowledge of the conflict of interest and did not notify the City within five (5) business days of becoming aware of the existence of the conflict of interest.
- B. Meetings. The Contractor is required to meet with the City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the City. Meetings will occur as problems arise and will be coordinated by the City or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.
- C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of City and the Project in accordance with City's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.
- D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements,

and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the City. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the City in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the City or Contract Administrator of Work completed or produced; nor shall any approval by the City or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

- (i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any

errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and City in writing. Contractor represents that it has given the City written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the City is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and City in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the City. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

- (ii) *Inspection of Prior Work.* If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.
- (iii) *Contractor Requests for Information.* If, with undue frequency (as determined by the City in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the City for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

- F. Supervision, Inspection and Construction Procedures. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or

procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the City and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the City or Contract Administrator as approved in writing by the City.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City and Contract Administrator in writing.

- G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract

Administrator within ten (10) calendar days of issuance.

- H. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.
- I. City's Reliance on the Work. The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- J. Contractor's Reliance on Submissions by the City. Contractor must have timely information and input from the City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the City, but Contractor shall be required to provide immediate written notice to the City if Contractor knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.
- K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was caused by the City, in which

event the City shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

- L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor.
- M. Contractor's Representative. **WESLEY LOVVORN** shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.
- N. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants or subcontractors an employee, servant or agent of the City for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the City by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the City may hire additional entities to perform Work related to this Agreement.

Inasmuch as the City and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as

the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

- O. Responsibility of Contractor and Indemnification of City. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

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

P. Insurance.

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
 - (a) *Commercial General Liability:* \$1,000,000 (one million dollars) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.
 - (b) *Commercial Automobile Liability (owned, non-owned, hired):* \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) *Workers' Compensation and Employers' Liability:* Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease.

If higher limits are maintained by Contractor than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.

- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing so that the City may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
 - (a) General Liability, Automobile Liability and Umbrella Liability Coverage.
 - (i) *Additional Insured Requirement*. The City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (ii) *Primary Insurance Requirement*. The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) *Reporting Requirement*. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) *Separate Coverage*. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

- (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
 - (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the City.
- (b) Workers’ Compensation Coverage: The insurer providing Workers’ Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
 - (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days’ prior written notice (or 10 calendar days if due to non-payment) has been given to the City. In addition, Contractor shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.
 - (iii) *Incorporation of Indemnification Obligations.* Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder’s rating of no less than “A-” and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

- (6) Verification of Coverage: Contractor shall furnish to the City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.

Q. Bonds. In accordance with O.C.G.A. § 32-4-119, for road construction/ maintenance contracts valued at five thousand dollars (\$5,000.00) or more, or in any other instance where the City has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance and Payment Bonds on the forms attached hereto as "**Exhibits C.1 and C.2**" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

R. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the

Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.

S. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits. Pursuant to O.C.G.A. § 13-10-91, the City shall not enter into a contract for the physical performance of services unless:

- (1) The Contractor shall provide evidence on City-provided forms, attached hereto as **“Exhibits D.1 and D.2”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) The Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **“Exhibit D.1”**, and submitted such affidavit to City or provided the City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as **“Exhibit D.2”**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the City within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of the Contractor’s and Contractor’s subcontractors’ verification process

at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- ☐ 500 or more employees.
- ☐ 100 or more employees.
- ☐ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

T. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the City under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date

that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, the Contractor shall furnish to the City any and all Records in the form requested by the City. All Records stored on a computer database must be of a format compatible with the City's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City or City's representative(s) for examination all Records. The Contractor will permit the City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of the City, shall make the Records available for inspection at the City's office. Further, Contractor shall permit the City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, the City or City's representative(s) shall not interfere with or disrupt such activities.

- U. Confidentiality. Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor

wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- V. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the City within ten (10) days after issuance.
- W. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- X. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the City whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.
- Z. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color,

creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the City

- A. Right of Entry. City shall provide for right of entry for Contractor and Contractor's equipment as required for Contractor to complete the Work provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. City's Representative. **Jim Tavenner, City's Director of Public Works, or his designee**, shall be authorized to act on City's behalf with respect to the Work as the City's designated representative on this Project provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

- A. Final Project Documents. Prior to final payment, Contractor shall deliver to City a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the City copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the City.
- B. Warranty. The Contractor warrants to the City and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the City or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Section 10. Termination

- A. For Convenience. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.
- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to

completion of the Work, except in the event of City's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure. The City may terminate this Agreement for cause as provided in Section 11 of this Agreement. The City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project.

- C. For Lack of Appropriations. This Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.
- D. Payment. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the City shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The City shall have no further liability to Contractor for such termination. At its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the City will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, City shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the City.

- E. Assumption of Contracts. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the City terminates this Agreement for cause and it is later determined that the City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.
- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1)

promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the City, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the City.

- H. Reservation of Rights and Remedies. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. City's Rights; Contractor Default

- A. City Rights Related to the Work.

(i) *City's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) *City's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the City to commence and/or continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States

Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the City, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the City has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the City is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the City shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the City. If the default is not remedied during the stated cure period, then the City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the City for such default.

Section 12. [Intentionally Omitted]

Section 13. Miscellaneous

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of DeKalb County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this

Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between **Jim Tavenner, City's Director of Public Works, or his designee**, for the City and **Wesley Lovvorn**, for the Contractor.

(2) Official Notices.

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

NOTICE TO CITY shall be sent to:

ChaQuias Miller Thornton, City Manager
City of Stone Mountain, Georgia
875 Main Street
Stone Mountain, Georgia 30083

NOTICE TO CONTRACTOR shall be sent to:

Wesley Lovvorn, CEO
Lovvorn Construction, Inc.
3340 Peachtree Road NE, Suite 1800
Atlanta, Georgia 30326

- G. Waiver of Agreement. No failure by the City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
- H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.
- K. Force Majeure. Neither the City nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.
- O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- P. Material Condition. Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the City at law or in equity.
- Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective as of the Effective Date first above written.

CONTRACTOR:

LOVVORN CONSTRUCTION, INC.

By: _____
Wesley Lovvorn, CEO

ATTEST:

By: _____

[Affix Corporate Seal]

Print Name: _____

Title: _____

CITY:

CITY OF STONE MOUNTAIN, GEORGIA

By: _____
Patricia Wheeler, Mayor

ATTEST:

By: _____
Alicia Daniels, City Clerk

APPROVED AS TO FORM:

[Affix City Seal]

By: _____
Jeff Strickland, City Attorney

EXHIBIT A

CITY'S SOLICITATION DOCUMENTS

EXHIBIT B

BID DOCUMENTS FROM CONTRACTOR



ORIGINAL

LOWVORN CONSTRUCTION

Bid Proposal

**City of Stone Mountain
Drainage Improvements Project 1
Project Bid No. CIP 2021-001
Stone Mountain, Georgia**

Due 4/16/21 2pm





3340 Peachtree Rd NE,

Suite 1800

Atlanta, GA 30326

404.814.5294 (office)

404.814.5295 (fax)

**RE: City of Stone Mountain Drainage Improvements
Project 1**

Dear Purchasing,

Lovvorn Construction, Inc. would like to thank you for the opportunity to submit our bid package.


With over 35 years experience, we believe what sets us apart to meet the high expectation of service, is our attention to detail and our experience in a wide range of construction projects, most notably parks and recreation. We have developed a niche for these types of projects.

Lovvorn Construction was built on a philosophy of creating long term relationships with our clients, achieved by completing our projects on time, under budget, and in a superlative fashion. Our philosophy will become evident to you as we nurture our relationship with you through clear communication and by maintaining a strong presence throughout the project.

Our team is comprised of a diverse, qualified, and experienced team of construction professionals. Each one of us will provide you with the level of knowledge, commitment and collaboration necessary to make the Drainage Improvements Project 1 successful.

As the General Contractor, I will be the point of contact for our bid package and the project. Below is my contact information.

Sincerely,
Wesley Lovvorn, CEO
Mobile 770.328.1754
Wesley@lovvornconstruction.com



“ In my capacity as Facilities Director, I have worked with numerous construction professionals, and have found this group to be one of the best to work with and they are, without a doubt, a top tier contractor with hometown values and integrity.

– Keith Williams
Facilities Director,
Atlanta Metropolitan
College ”

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BIDDER'S AFFIDAVIT
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ABOUT US
MANAGEMENT PLAN
PROJECT ACCOUNTING
QUALITY CONTROL & SAFETY
RELEVANT EXPERIENCE
RESUMES
INSTRUCTIONS TO BIDDERS
BUSINESS LICENSES
BONDING LETTER**

BID FORM

CITY OF STONE MOUNTAIN – FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1

BID NUMBER: CIP 2021-001

BID DATE: April 16, 2021

SUBMITTAL DATE: 4/16/2021

BY: Lovvorn Construction, Inc.

(Bidder)

PROJECT DESCRIPTION: The project consists of the removal of existing pipe, installation of new pipe and storm inlet structure, repair of an existing catch basin, road milling, patching, and resurfacing at three locations.


THIS BID IS SUBMITTED TO: City of Stone Mountain, Georgia (hereinafter called Owner) acting through its City Council.

- A. Undersigned Bidder offers and agrees to enter into Agreement with Owner, in accordance with the instructions, requirements and forms included in Bid Document Package (including the Invitation to Bid and Instructions to Bidders Package), and to complete all Work for the Bid Price and within required calendar days, all in accordance with the Bid Document Package.

Bidder accepts terms and conditions contained in Bid Document Package including without limitation those dealing with Owner's time for accepting Bid and disposition of Bid Security.

In submitting this Bid, Bidder makes representations required by Instructions to Bidders and further warrants and represents:

Bidder has examined Bid Document Package, including Invitation for Bids and Instructions to Bidders, and following addenda:

No. 1 Dated 4/6/21 
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

Bidder has examined site and locality where the Work is to be performed and legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting Work cost, difficulty, progress, or performance and has made independent investigations as Bidder deems necessary.

- B. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawing depicting physical conditions as identified in General Conditions and accepts determination concerning technical data contained in reports and drawings on which Bidder is entitled to rely.
- C. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in "B" above) pertaining to subsurface or physical conditions at site or otherwise affecting cost, progress, performance, or furnishing Work as Bidder considers necessary for

performing or furnishing Work at Contract Price, within Contract Time, and in accordance with terms and conditions contained in Bid Document Package, including specifically provisions stated in General Conditions and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder.

- D. Bidder has reviewed and checked Plans and data shown or indicated on Bid Document Package with respect to existing underground facilities at or contiguous to site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by Bidder in order to perform and furnish Work at Contract Price, within Contract Time, and in accordance with terms and conditions contained in Bid Document Package, including specifically provisions stated in General Conditions.
- E. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in Bid Document Package.
- F. Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in Bid Document Package and written resolution by Owner is acceptable to Bidder.
- G. This Bid is genuine and not made in interest of or for any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules produced by any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder submits following price identified in Bid Form as part of this Bid:

BID NUMBER: CIP 2021-001 BID DATE: April 16, 2021

SUBMITTAL DATE: 4/16/2021

BY: Lovvorn Construction, Inc.
(Bidder)

BIDDERS SIGNATURE: 
Wesley Lovvorn

BASE BID - LUMP SUM COMPLETE & FINISHED

ONE HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED Dollars 00 Cents
(Base Bid Includes all work identified in the contract documents).

\$ 129,500.00

Attached prices shall include all labor, materials, balling, shoring, removal, overhead (Direct and Indirect), profit, insurance, bonds, and other costs, to cover all finished Work.

Bidder agrees this Bid shall be good and may not be withdrawn for a period of 90 calendar days after scheduled closing time for receiving bids.

There is enclosed herewith a certified or cashier's check or a Bid Bond to the order of City of Stone Mountain, Georgia, in the sum of \$ 6,475.00 Dollars.

Check or Bid Bond shall be equal to, not less than, the amount stipulated in INVITATION TO BID and it is understood and agreed that said check or Bid Bond shall be subject to terms and conditions stipulated in Bid Document Package.

Undersigned Bidder hereby agrees to each and every stipulation in Bid Document Package pertaining to the submission of Bids and further, if awarded the Contract, duly agrees to execute and secure the required Contract and Bid Document Package within fifteen (15) days from service of Notice of Award and deliver a surety bond or bonds as required by General Conditions. The name and business address of Bidder to which all formal Notices shall be sent:

Company: Lovvorn Construction, Inc.

Address: 3340 Peachtree Rd NE, Suite 1800

Atlanta, GA 30326

Undersigned Bidder states the names and addresses of persons interested as principals in this Bid are as follows: (Write first name in full):

Wesley Lovvorn

BID NUMBER: CIP 2021-001

BID DATE: April 16, 2021

SUBMITTAL DATE: 4/16/2021

BY: Lovvorn Construction, Inc.
(Bidder)

BIDDERS SIGNATURE: 
Wesley Lovvorn

Bidder shall state on line below, if a corporation, the name of State in which incorporated and the date of said incorporation:

State of Georgia 7/15/1996

Undersigned Bidder states (he/she/they) (is a/are) citizen(s) of the United States and all partners, associates, or principals interested herein are citizens of the United States, except: (Give full names and addresses):

Undersigned Bidder submitting this Bid certifies and affirms that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City of Stone Mountain or any person interested in the proposed Contract; and that all statements contained in said Bid are true, and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.

The undersigned bidder acknowledges the requirements of the Plans and Specifications for this project. *It is further understood that quantities are approximate, are solely for the purpose of comparing proposals, and are not represented by the Owner as an accurate statement of the actual work to be performed under the Contract.*

The Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed" and he further agrees that the owner may retain from the monies which may become due the amount of five hundred dollars per day for each and every day that the completion of the work may be delayed.

NOTE: See paragraph 13 of "Instruction to Bidders" for requirements in completing signature block below and remainder of this page.

SIGNATURE: [Signature]
(President, Vice President or Corporate Office)

DATE: 4/16/2021

PRINTED NAME: Wesley Lovvorn

TITLE: CEO

ATTESTED BY: [Signature]
(Secretary of Corporation must attest)

DATE: 4/16/2021

PRINTED NAME: Jennifer Sigers

TITLE: Secretary

(Corporate Seal Required if Bidder is a Corporation)



BIDDER'S AFFIDAVIT

BID NUMBER: CIP 2021-001

BID DATE: April 16, 2021

PROJECT DESCRIPTION: : FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1

STATE OF Georgia)

COUNTY OF Fulton)

Wesley Lovvorn

(Name Printed)

being duly sworn, deposes and says that he resides at

3340 Peachtree Rd NE
Suite 1800

that he is the

CEO

(Title)

Wesley Lovvorn / Lovvorn Construction, Inc.

(Name of Bidder)

who signed the above Bid Form, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

[Signature]
(Affiant)

Sworn to and subscribed before me this 16th day of April, 2021.

Jennifer Sigers
(Notary Public in and for

DeKalb

County

My Commission expires 4/29/22

(SEAL)



FORM OF NON-COLLUSION AFFIDAVIT

(This Non-Collusion Affidavit is Part of the Bid Documents)

BID NUMBER: CIP 2021-001

BID DATE: April 16, 2021

PROJECT DESCRIPTION: : FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1

STATE OF Georgia)

COUNTY OF Fulton) SS

Wesley Lovvorn

(Name Printed)

CEO

being duly sworn, deposes and says that he is

Lovvorn Construction, Inc.

(sole owner, partner, president, secretary, etc.)

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City of Stone Mountain, or any person interested in the proposed Contract; and that all statements contained in said Proposal or Bid are true, and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.

[Signature]
(Affiant)

Sworn to and subscribed before me this 16th day of April, 2019.

Jennifer Sigers
(Notary Public in and for

DeKalb

County

4/29/22

My Commission expires
(SEAL)



BID BOND

(This Bid Bond is part of the Bid Documents)

BID NUMBER: CIP 2021-001

BID DATE: April 16, 2021

PROJECT DESCRIPTION: : FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1

KNOW ALL MEN BY THESE PRESENTS: that

Lovvorn Construction, Inc.
(Name of Contractor)

3340 Peachtree Rd NE, Suite 1800, Atlanta, GA 30326
(Address of Contract)

a Corporation
(Corporation, Partnership or individual)

hereinafter called Principal, and

Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

a Corporation of the State of CT, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Stone Mountain
(Name of Obligee)

875 Main Street
Stone Mountain, Georgia 30083
(Address of Obligee)

hereinafter referred to as Obligee, in the penal sum of:

Five Percent (5%) of Amount Bid Dollars (\$ 6,475.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Page 2

BID NUMBER: CIP 2021-001

BID DATE: April 16, 2021

SUBMITTAL DATE: 4/16/2021

BY: Lovvorn Construction, Inc.

(Bidder)

BIDDERS SIGNATURE: 
Wesley Lovvorn

WHEREAS, the Principal is about to submit, or has submitted, to the City of Stone Mountain, Georgia, a proposal for furnishing materials, labor, and equipment for: FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by the City of Stone Mountain, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Stone Mountain, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Stone Mountain, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stone Mountain, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, et. sea. And 36-86-101, et. seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

(SIGNATURES NEXT PAGE)

Signed, sealed, and dated this 16th day of April A.D., 2021.

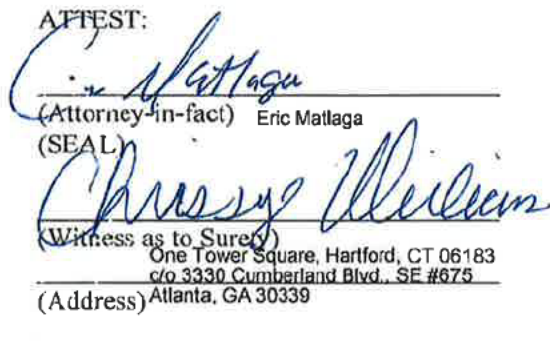
ATTEST:



Lovvorn Construction, Inc.
(Principal)

By: [Signature]
3340 Peachtree Rd NE, Suite 1800
Atlanta, GA 30326
(Address)

ATTEST:



Travelers Casualty and Surety Company of America
(Surety)

By: [Signature]
(Attorney-in-Fact and Resident Agent) Holli N. Orr

One Tower Square, Hartford, CT 06183
c/o 3330 Cumberland Blvd., SE #675
Atlanta, GA 30339
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **HOLLIN ORR** of **ATLANTA Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **April**, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

EXHIBITS C.1 AND C.2

FORMS OF PERFORMANCE AND PAYMENT BONDS

EXHIBIT C.1

**STATE OF GEORGIA
COUNTY OF DEKALB**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT

LOVVORN CONSTRUCTION, INC., a Georgia corporation

(as CONTRACTOR, hereinafter referred to as the "Principal"), and

(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto the **CITY OF STONE MOUNTAIN**, a Georgia municipal corporation (as OWNER, hereinafter referred to as the "CITY"), for the use and benefit of the City, in the sum of **ONE HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED U.S. DOLLARS (\$129,500.00)**, lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as **BID NUMBER CIP 2021-001: FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1** (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions,

additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR:

LOVVORN CONSTRUCTION, INC.,
a Georgia corporation

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT C.2

**STATE OF GEORGIA
COUNTY OF DEKALB**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

LOVVORN CONSTRUCTION, INC., a Georgia corporation

(as CONTRACTOR, hereinafter referred to as the "Principal"), and

(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto the **CITY OF STONE MOUNTAIN**, a Georgia municipal corporation (as OWNER, hereinafter referred to as the "CITY"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of **ONE HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED U.S. DOLLARS (\$129,500.00)**, lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as **BID NUMBER CIP 2021-001: FY 2021 DRAINAGE IMPROVEMENTS PROJECT 1** (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

CONTRACTOR:

LOVVORN CONSTRUCTION, INC.,
a Georgia corporation

By: _____ (signature)

Title: _____ (SEAL)
Date: _____

Attest:

Title: _____
Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

Title: _____ (SEAL)
Date: _____

Attest:

Title: _____
Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT D.1

**STATE OF GEORGIA
COUNTY OF DEKALB**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Stone Mountain, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

258087
Federal Work Authorization User Identification
Number

9/28/2009
Date of Authorization

Lovvorn Construction, Inc.
Name of Contractor

**FY 2021 DRAINAGE IMPROVEMENTS
PROJECT 1**
Name of Project

CITY OF STONE MOUNTAIN, GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that
the foregoing is true and correct.
Executed on 4/16, 2021 in _____
(city), Atlanta (state) Georgia

[Signature]
Signature of Authorized Officer or Agent

Wesley Lovvorn, CEO
Printed Name and Title of Authorized Officer
or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 16th DAY OF
April, 2021

[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires:
4/29/22



EXHIBIT D.2

**STATE OF GEORGIA
COUNTY OF DEKALB**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **LOVVORN CONSTRUCTION, INC.**, a Georgia corporation, on behalf of the City of Stone Mountain, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

**FY 2021 DRAINAGE IMPROVEMENTS
PROJECT 1**

Name of Project

CITY OF STONE MOUNTAIN, GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202__ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 202__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT E

ADDITIONAL PAYMENT TERMS

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) "Substantial Completion" means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).
 - (ii) "Minor Item" means a portion or element of the Work that can be totally complete within thirty (30) calendar days.
 - (iii) "Permitted Incomplete Work" means Work that is incomplete through no fault of the Contractor, as determined by the City in its sole discretion.
 - (iv) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Payment for Work Completed and Costs Incurred. City agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the City that the Work was actually performed and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the City (which approval shall be given at the sole discretion of the City), such materials and equipment suitably stored, insured, and protected off site at a location approved by the City in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon final payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The City shall pay the Contractor within thirty (30) calendar days after approval of the invoice by City staff, less any retainage as described in Section D below. No payments

will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the City or may make written requests for the City to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

- C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the City a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and City in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the City. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the City shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the City in its sole discretion. The City shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the City, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the City of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

- D. Final Payment and Retainage. The City and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety percent (90%) of that portion of the Work completed during the term covered by such invoice until fifty percent (50%) of the Maximum Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the City. Payment for the remaining ten percent (10%) of Work completed and covered by such invoices shall be retained by the City until Substantial Completion. Once fifty percent (50%) of the Maximum Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the City, no additional retainage shall be withheld, except as provided below. All amounts retained by the City shall be held as a lump sum until Substantial Completion of the Work, regardless of earlier completion of individual component(s) of the Work; provided, however, that, at the discretion of the City and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the City determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the City, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. At Substantial Completion of the Work and as the

Contract Administrator determines the Work to be reasonably satisfactory, the City shall, within thirty (30) days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the City, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until such item, items or work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the City, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the City; provided, however, that the value of each subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or City property might be responsible or encumbered (less amounts withheld by City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the City; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or

waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the City. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM: ChaQuias Thornton, City Manager

RE : Proposal_Contract Approval_Drainage Improvements – East Coast Grading, Inc. - \$23,925.15

05/04/2021 – REGULAR SESSION – NEW BUSINESS – ITEM H.

Per report rendered by Director Tavenner during the 04/20/2021 work session, the Administration is requesting Council consideration of proposal approval and City Construction Service Agreement – 5172 Rockborough Road Drainage Improvements – East Cost Paving, Inc. in the amount of \$23,925.15.

Four companies were contacted for quotes for the project. Two (2) companies returned quote. The low, responsive quote was submitted by East Coast Grading, Inc. East Coast Grading has performed construction services for the City under separate and previous contract.

Please see the contract draft attached.

ITEM HISTORY

04/20/2021 – PUBLIC WORKS REPORT

Director Tavenner presented information for proposed drainage improvement project at 5172 Rockborough Trail.

Thank you,
CMThornton

CITY OF STONE MOUNTAIN PUBLIC WORKS DEPARTMENT

875 Main Street
Stone Mountain, Georgia 30083
Telephone (770) 498-8984 ext. 134 Fax (770) 498-8609
Direct (770) 879-4970
Email: publicworks@stonemountaincity.org

April 27, 2021

To: Mayor and City Council
Ref: 5172 Rockborough Trail
Drainage Improvements

Scope of work will follow construction drawing for Rockborough Trail drainage improvements project

Quotes for this drainage improvement project

1. East Coast Grading Inc. \$23,925.15
2. Garrett Paving Company \$47,650.00

Contacted the following companies for quotes for this project

1. East Coast Grading Inc. \$23,925.15
2. Garrett Paving Company \$47,650.00
3. ShepCo Paving Inc. No response
4. Lori's Transportation and Excavation LLC. No response

Sincerely
Jim Javanner
Director of Public Works

CITY ROAD CONSTRUCTION SERVICES AGREEMENT

DRAINAGE IMPROVEMENTS AT ROCKBOROUGH TRAIL

This City Road Construction Services Agreement (the "Agreement") is made and entered into this ____ day of May, 2021 (the "Effective Date"), by and between the **CITY OF STONE MOUNTAIN**, a Georgia municipal corporation (the "City") and **EAST COAST GRADING, INC.**, a Georgia corporation (the "Contractor"), collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, the City desires to retain a contractor to perform services related to drainage improvements at Rockborough Trail, a municipal street (the "Project"), as further defined below; and

WHEREAS, the Contractor submitted a proposal that meets the requirements for the City's request for quotes such that the City awarded the Project to the Contractor; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

- A. Project Construction Drawings, attached hereto marked "**Exhibit A**";
- B. Proposal from Contractor dated 04-14-2021, attached hereto marked "**Exhibit B**";

- C. Performance Bond and Payment Bond, attached hereto collectively marked **“Exhibits C.1 and C.2”**;
- D. E-Verify compliance affidavits, attached hereto marked **“Exhibits D.1 and D.2”**;
- E. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description

- A. **Project.** A general description of the Project is drainage improvements at Rockborough Trail, a municipal street (the “Project”) as more fully detailed in Exhibit A.

Section 3. The Work.

- A. **The Work.** The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in one or more of the following documents which are attached hereto and by this reference incorporated herein: the Specifications, Bid Form, Roadway Summaries, the Georgia Department of Transportation Specifications, Standards, and Special Provisions, Construction Documents, Location Maps, and elsewhere in the Contract Documents for the Project, a true and correct copy of which has been provided to Contractor with originals maintained on file with the City’s Purchasing Agent. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.
- B. **Notice to Proceed.** The City will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work (“Commencement Date”) and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

- C. Plans, Drawings and Specifications. The plans, drawings and specifications, a true and correct copy of which has been provided to Contractor with originals maintained on file in the City Purchasing Agent, are hereby acknowledged by the Parties and incorporated herein by reference.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

- A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the City and the Parties intend that all Work shall be completed on or before **thirty (30) days following the commencement date specified in the Notice to Proceed**. Every effort will be made by Contractor to shorten this period.
- B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that City will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the City **One hundred and fifty dollars and 00/100 Dollars (\$150.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **TWENTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE AND 15/100 U.S. DOLLARS (\$23,925.15)** (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon the amount(s) specified in **Exhibit B**, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. Material Deviations. Any material deviations in tests or inspections performed, or

times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the City *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- C. Taxes. The City is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, City shall provide evidence of its tax-exempt status. To the extent, if any, that the City furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

- A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the City and the Contractor with appropriate authorization.
- B. Right to Order Changes. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the City and the Contractor.
- D. Authority to Execute Change Order. The City Manager has authority to execute, without further action of Stone Mountain City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this

Agreement, or any Change Order, or combination of Change Orders increasing the Maximum Contract Price by more than five percent (5%) must be approved by the Stone Mountain City Council.

- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

- A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City's Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the City. If the City determines that a conflict of interest exists, the City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed, if Contractor had knowledge of the conflict of interest and did not notify the City within five (5) business days of becoming aware of the existence of the conflict of interest.
- B. Meetings. The Contractor is required to meet with the City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the City. Meetings will occur as problems arise and will be coordinated by the City or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.
- C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill,

judgment, and abilities to perform its obligations and to further the interests of City and the Project in accordance with City's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

- D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the City. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the City in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the City or Contract Administrator of Work completed or produced; nor shall any approval by the City or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

- E. Familiarity with the Work.

- (i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions,

authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and City in writing. Contractor represents that it has given the City written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the City is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and City in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the City. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

- (ii) *Inspection of Prior Work.* If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.
- (iii) *Contractor Requests for Information.* If, with undue frequency (as determined by the City in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the City for reasonable charges from the Contract Administrator

for the additional services required to review, research and respond to such requests for information.

- F. Supervision, Inspection and Construction Procedures. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the City and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the City or Contract Administrator as approved in writing by the City.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City and Contract Administrator in writing.

- G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations

or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.

- H. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.
- I. City's Reliance on the Work. The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- J. Contractor's Reliance on Submissions by the City. Contractor must have timely information and input from the City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the City, but Contractor shall be required to provide immediate written notice to the City if Contractor knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.
- K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was caused by the City, in which event the City shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

- L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor.
- M. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants or subcontractors an employee, servant or agent of the City for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the City by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that

Contractor shall follow the directions of the City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the City may hire additional entities to perform Work related to this Agreement.

Inasmuch as the City and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

- N. Responsibility of Contractor and Indemnification of City. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold

harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

- O. Insurance. The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- P. Bonds. In accordance with O.C.G.A. § 32-4-119, for road construction/maintenance contracts valued at five thousand dollars (\$5,000.00) or more, or in any other instance where the City has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance and Payment Bonds on the forms attached hereto as “**Exhibits C.1 and C.2**” and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- Q. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.
- R. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits. Pursuant to O.C.G.A. § 13-10-91, the City shall not enter into a contract for the physical performance of services unless the Contractor provides evidence on City-provided forms, attached hereto as “**Exhibits D.1 and D.2**” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

- ☐ 500 or more employees.
☐ 100 or more employees.
☐ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

- S. Reports and Information. Upon request, the Contractor shall furnish to the City any and all Records in the form requested by the City. All Records stored on a computer database must be of a format compatible with the City's computer systems and software.
- T. Confidentiality. Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- U. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall

furnish copies of such permits, licenses, etc. to the City within ten (10) days after issuance.

- V. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- W. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the City whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.
- X. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the City

- A. Right of Entry. City shall provide for right of entry for Contractor and Contractor's equipment as required for Contractor to complete the Work provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. City's Representative. **Jim Tavenner, City's Director of Public Works, or his designee**, shall be authorized to act on City's behalf with respect to the Work as the City's designated representative on this Project provided that any changes to the

Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

- A. Final Project Documents. Prior to final payment, Contractor shall deliver to City a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the City copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the City.
- B. Warranty. The Contractor warrants to the City and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the City or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Section 10. Termination

- A. For Convenience. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.
- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure. The City may terminate this Agreement for cause as provided in Section 11 of this Agreement. The City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project.
- C. For Lack of Appropriations. This Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.
- D. Payment. Provided that no damages are due to the City for Contractor's failure to

perform in accordance with this Agreement, and except as otherwise provided herein, the City shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The City shall have no further liability to Contractor for such termination. At its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the City will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, City shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the City.

- E. Assumption of Contracts. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the City terminates this Agreement for cause and it is later determined that the City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.
- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the City, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the City.
- H. Reservation of Rights and Remedies. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. City's Rights; Contractor Default

- A. City Rights Related to the Work.

(i) *City's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) *City's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the City to commence and/or continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the City, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the City has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the City is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the City shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the City. If the default is not remedied during the stated cure period, then the City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor

for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the City for such default.

Section 12. Miscellaneous

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of DeKalb County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
- E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.
- F. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt

requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at its principal place of business, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

- G. Waiver of Agreement. No failure by the City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
- H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.
- K. Force Majeure. Neither the City nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo,

sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.
- O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- P. Material Condition. Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the City at law or in equity.
- Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective as of the Effective Date first above written.

CONTRACTOR:

EAST COAST GRADING, INC.

By: _____

Print Name: _____

Title : _____

ATTEST:

By: _____

[Affix Corporate Seal]

Print Name: _____

Title: _____

CITY:

CITY OF STONE MOUNTAIN, GEORGIA

By: _____

Patricia Wheeler, Mayor

ATTEST:

By: _____

Alicia Daniels, City Clerk

APPROVED AS TO FORM:

[Affix City Seal]

By: _____

Jeff Strickland, City Attorney

EXHIBIT A

PROJECT CONSTRUCTION DRAWINGS

December 3, 2020

[illegible]

FEMA FIRM MAP
NTS



Know what's below.
Call before you dig.

DEVELOPER/OWNER INFORMATION

CITY OF STONE MOUNTAIN
875 MAIN STREET
STONE MOUNTAIN, GA 30083
CONTACT: JIM TAVENNER
PHONE: (770) 499-8804

CONSULTANT INFORMATION

[illegible]

Clark Patterson Lee
April 15, 1942 - Fort Meade, Maryland

2010 Lee Clark Lee, Jr. (son) - 5'10" 175 lbs
1-800-447-1111 (1-800-447-1111)
703-944-1111 (703-944-1111)
1-800-447-1111 (1-800-447-1111)
www.leeclarklee.com

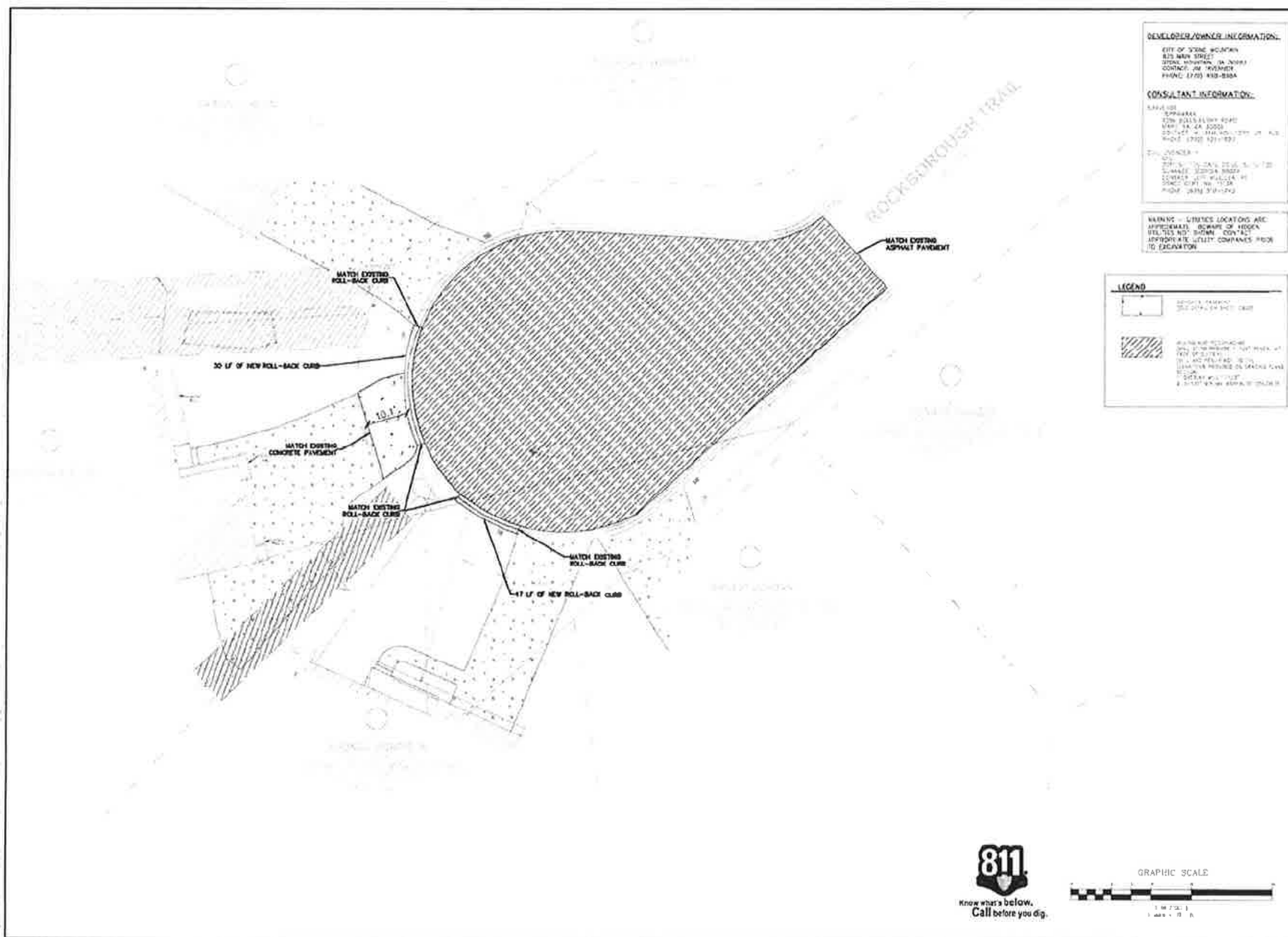


CITY OF STONE MOUNTAIN
ROCKBOROUGH TRAIL
DRAINAGE IMPROVEMENTS

DATE 12/03/20	ISSUES 1000	CHECKED JRM
SCALE N°3		
SHIRT TITLE COVER SHEET		

15847.00

C100



Clark Peterson Lee
 10000 N. HENRY ROAD
 SUITE 100
 ATLANTA, GA 30328
 (404) 251-1111
 FAX: (404) 251-1112
 WWW.CLPETERSONLEE.COM

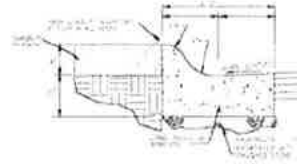
REVISION	DATE	BY	DESCRIPTION

CITY OF STONE MOUNTAIN
 ROCKBOROUGH TRAIL
 DRAINAGE IMPROVEMENTS
 CITY OF STONE MOUNTAIN
 DEKALB COUNTY, GEORGIA

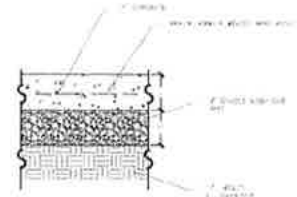
DATE	REVISION	DESCRIPTION
5/20/20	1	ISSUE

PROJECT NUMBER
 10047.00

C400
 DRAINAGE PLAN

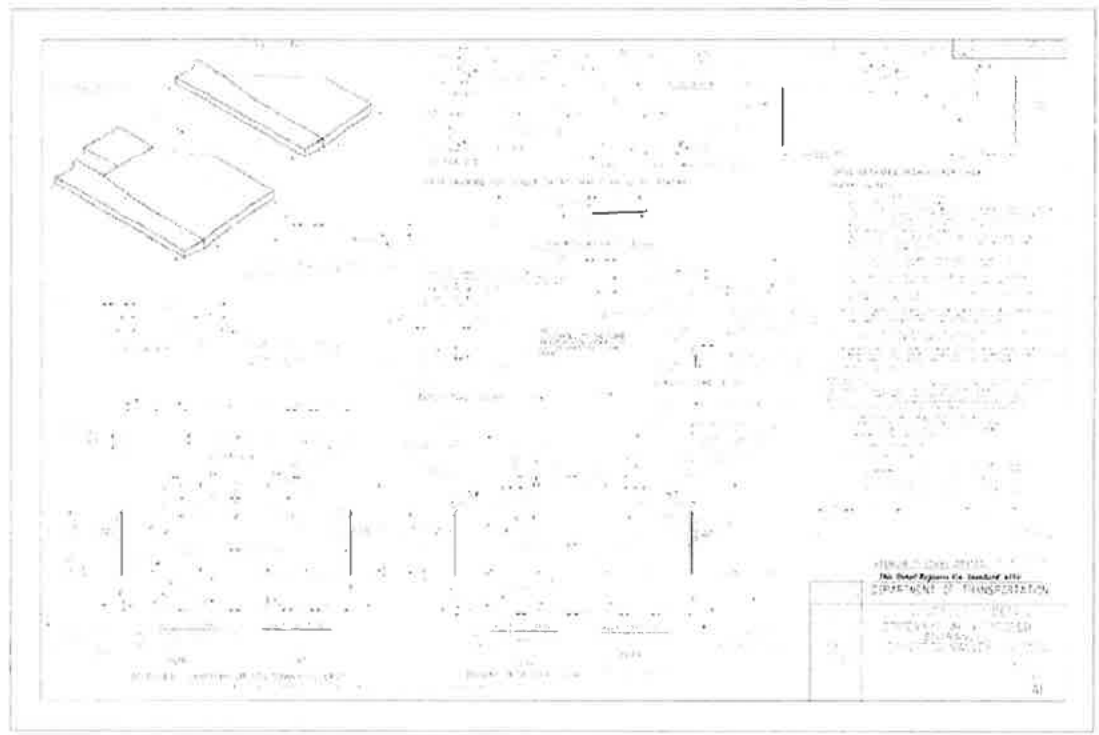


EDUCATION DRAINAGE



- 1. GUTTER IS TO BE INSTALLED WITH AN INLET DRAINAGE TO THE DITCH.
- 2. GUTTER IS TO BE INSTALLED WITH AN INLET DRAINAGE TO THE DITCH.
- 3. GUTTER IS TO BE INSTALLED WITH AN INLET DRAINAGE TO THE DITCH.
- 4. GUTTER IS TO BE INSTALLED WITH AN INLET DRAINAGE TO THE DITCH.
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- 7. GUTTER IS TO BE INSTALLED WITH AN INLET DRAINAGE TO THE DITCH.
- 8. GUTTER IS TO BE INSTALLED WITH AN INLET DRAINAGE TO THE DITCH.
- 9. GUTTER IS TO BE INSTALLED WITH AN INLET DRAINAGE TO THE DITCH.
- 10. GUTTER IS TO BE INSTALLED WITH AN INLET DRAINAGE TO THE DITCH.

EDUCATION DRAINAGE



Clark Patterson Lee, Inc.
 1111 South Main Street, Suite 100
 Marietta, GA 30060
 Phone: 770.427.1111
 Fax: 770.427.1112
 Email: info@clarkpattersonlee.com

NO.	DATE	BY	REVISION



**CITY OF STONE MOUNTAIN
 ROCKBOROUGH TRAIL
 DRAINAGE IMPROVEMENTS**
 CITY OF STONE MOUNTAIN
 DEKALB COUNTY, GEORGIA

DATE	REVISION	BY	DATE

**PROJECT NUMBER
 10847.00**
C600
 DRAINAGE PLAN

EXHIBIT B

PROPOSAL FROM CONTRACTOR

EAST COAST GRADING INCALL OF YOUR GRADING, PAVING,
AND CONCRETE NEEDS.P.O. Box 579
Rutledge, GA 30663
O: 770-266-0505
F: 800-927-1791**PROPOSAL**

Date: 4/14/2021

Customer Name / Address:CITY OF STONE MOUNTAIN
875 MAIN STREET
STONE MOUNTAIN, GA 30083**Job Name / Location:**CITY OF STONE MOUNTAIN
875 MAIN STREET
STONE MOUNTAIN, GA 30083
5172 Rockborough Trail

Item #	Description	Quantity	Unit	Unit Price	Total
1	Saw Cut	33	LF	\$ 4.00	\$ 132.00
2	Demo Rollback Curb	47	LF	\$ 10.00	\$ 470.00
3	Demo Driveway	223	SF	\$ 8.00	\$ 1,784.00
4	24" Rollback Curb	47	LF	\$ 25.00	\$ 1,175.00
5	6" Concrete Driveway with 6x6 WW, 8" GAB	223	SF	\$ 18.00	\$ 4,014.00
	PAVING				
6	Mill Culdesac 3"	657	SY	\$ 8.00	\$ 5,256.00
7	1.5" 9.5MM	657	SY	\$ 10.95	\$ 7,194.15
8	Traffic Control	1	DYS	\$ 1,400.00	\$ 1,400.00
9	Mobilization	1	EA	\$ 2,500.00	\$ 2,500.00
Total				\$	23,925.15

Barricade rental, sawing, striping & coring costs (if necessary) to be billed at East Coast Grading's cost. All in place work to be accurately measured & invoiced accordingly. If required and at the Developer's approval, extra equipment & materials as follows:

Crushed Stone Base.....	\$30.00/ton	Motorgrader.....	\$250.00/hour	Portland Cement.....	\$450.00/ton
Surge Stone.....	\$35.00/ton	Loader.....	\$200.00/hour	Asphalt.....	\$125.00/ton
# 4 Stone.....	\$35.00/ton	Tandem.....	\$125.00/hour		

Notes:

- ** Grade to be +/- 1/10' by others. Subgrade compaction to be 95% or more and staking by others. Elevation to be 1% or more for proper drainage.
- ** Proposal includes 1 mobilizations. Any additional mobilizations will be billed at a rate of \$1,500.00 each.
- ** If a base Prime Coat is required, add \$1.50 / Sq. Yd.
- ** Asphalt prices are not guaranteed. Asphalt pricing will be adjusted up or down at the time of installation according to the cost of material and hauling.
- ** Payment to be made Net 30 days from invoice date of all draws on materials installed. Net 30 days from paving invoice date.
- ** **PRICING IS VALID FOR 30 DAYS FROM ABOVE DATE.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. This proposal may be withdrawn if not accepted within 30 days. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTED:

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Customer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

East Coast Grading, Inc.

Signature: _____

Date: _____

M. KENNELSON

04/14/2021

EXHIBITS C.1 AND C.2

FORMS OF PERFORMANCE AND PAYMENT BONDS

EXHIBIT C.1

**STATE OF GEORGIA
COUNTY OF DEKALB**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT

EAST COAST GRADING, INC., a Georgia corporation

(as CONTRACTOR, hereinafter referred to as the "Principal"), and

(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto the **CITY OF STONE MOUNTAIN**, a Georgia municipal corporation (as OWNER, hereinafter referred to as the "CITY"), for the use and benefit of the City, in the sum of **TWENTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE AND 15/100 U.S. DOLLARS (\$23,925.15)**, lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as drainage improvements at Rockborough Trail, a municipal street (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the

Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR:

EAST COAST GRADING, INC.,

a Georgia corporation

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT C.2

**STATE OF GEORGIA
COUNTY OF DEKALB**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

EAST COAST GRADING, INC., a Georgia corporation

(as CONTRACTOR, hereinafter referred to as the "Principal"), and

(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto the **CITY OF STONE MOUNTAIN**, a Georgia municipal corporation (as OWNER, hereinafter referred to as the "CITY"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of **TWENTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE AND 15/100 U.S. DOLLARS (\$23,925.15)**, lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as drainage improvements at Rockborough Trail, a municipal street (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

CONTRACTOR:
EAST COAST GRADING, INC.,
a Georgia corporation

By: _____ (signature)
_____ (printed)
Title: _____ (SEAL)
Date: _____

Attest:

_____ (signature)
_____ (printed)
Title: _____
Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)
_____ (printed)
Title: _____ (SEAL)
Date: _____

Attest:

_____ (signature)
_____ (printed)
Title: _____
Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT D.1

**STATE OF GEORGIA
COUNTY OF DEKALB**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Stone Mountain, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

EAST COAST GRADING, INC.

Name of Contractor

**DRAINAGE IMPROVEMENTS AT
ROCKBOROUGH TRAIL**

Name of Project

CITY OF STONE MOUNTAIN, GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____
(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____ DAY OF
_____, 20__.

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT D.2

**STATE OF GEORGIA
COUNTY OF DEKALB**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **EAST COAST GRADING, INC.**, a Georgia corporation, on behalf of the City of Stone Mountain, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

**DRAINAGE IMPROVEMENTS AT
ROCKBOROUGH TRAIL**

Name of Project

CITY OF STONE MOUNTAIN, GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 202__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

April 28, 2021

Regarding the Juneteenth Event scheduled for June 19, 2021, and on behalf of the Juneteenth Committee, I submit the following documentation:

-Permit Application for Assembly with a color-coded map of the event area; there is also a line requesting that ½ of the Municipal Parking Lot be closed for vendor parking at 2:00 pm on June 19, 2021. 2:00pm - 10:00pm

-Noise permit registration for drums, fireworks and disc jockey

The requested road and parking lot closures are below: 4:00pm - 10:00pm

Hard Closures (red):

Main Street from Mimosa to East Mountain

Manor from Main to Second (located inside the outer road closures)

Second from Manor to East Mountain (5380 and Outrun Brewing Side)

East Mountain from Main to Second

Closure of the south end of the Municipal Parking Lot for vendor parking only.

No thru traffic (Soft Closure) (green):

Second from Poole to Manor

PLEASE NOTE TRAFFIC ROUTE CHANGES:

Vehicles traveling southbound on Main Street will be able to turn right onto West Mountain Street, cross the railroad tracks, turn left onto Ridge Avenue, then left onto Mimosa Drive to get around the activities on Main Street.

Vehicles traveling northbound will be routed one of three ways:

Option one: turn right onto Poole Street, left onto 3rd Street, then left or right onto JBR Memorial Drive.

Option two: left onto Mimosa Drive, right onto Ridge Avenue to JBR Memorial Drive, then left or right

Option three: turn left onto Mimosa Drive, right onto Ridge Avenue, right onto West Mountain Street, then left onto Main Street.

Thank you for the consideration.

Kim Cumbie, on behalf of the Juneteenth Committee





**CITY OF STONE MOUNTAIN
PERMIT APPLICATION FOR ASSEMBLY
NO FEE REQUIRED**

Filing Period – An application for an assembly permit shall be filed not less than ten (10) days or no more than thirty (30) days before the date on which it is proposed to conduct the assembly.

Assembly means a group of two (2) or more persons who are together for a common cause or purpose, who stand, walk, congregate, or assemble upon any of the sidewalks, streets, or public property of the City, who evidence their cause by signs, slogans, common dress, solicitation of money, support, or membership, public speech, or the distribution of written materials.

Person seeking to conduct the assemblage:

Name: Jurtecenth Committee / Kim Cumble, Representative
Address: 875 Main Street Stone Mtn, GA 30083
Telephone # 770-630-1727 - Kim-city cell phone

Person responsible for the assemblage:

Name: Jurtecenth Committee / Kim Cumble, Representative
Address: 875 Main Street Stone Mtn, GA 30083
Telephone # 770-630-1727 - Kim-city cell phone

If the assemblage is to be conducted for, on behalf of, or by an organization, please complete the following:

Name of Organization: City of Stone Mountain Jurtecenth
Address of Headquarters: 875 Main Street ST Mtn 30083 Committee
Telephone # of Headquarters: 770-630-1727 - Kim-city cell phone

Authorized/Responsible Individuals of Organization: (please print names)

Jasmine Little Cherita Johnson
Elaine Vaughn Karen Patton
Ebonie Thompson Kim Cumble

Date(s) of the assemblage: June 19, 2021
Estimated number of people attending: 500+ Estimated number of vehicles: 250 ?
Description of the vehicle(s): cars, vendor traffic

Estimated number of animals (no hooved animals allowed): 0
Types of animals involved in the assemblage: 0



**CITY OF STONE MOUNTAIN
PERMIT APPLICATION FOR ASSEMBLY
NO FEE REQUIRED
PAGE 2**

Provide the time the participants will begin to assemble at the designated assemblage area:

Beginning time: Setup 4pm Ending Time: 9:00pm
Event 6:00pm - 9:00pm

If the assemblage is located in multiple areas, please provide the time the participants will begin to assemble by location:

Location #1: Beginning Time: _____	Ending Time: _____
Location #2 Beginning Time: _____	Ending Time: _____
Location #3 Beginning Time: _____	Ending Time: _____
Location #4 Beginning Time: _____	Ending Time: _____

Please provide a statement as to whether the assemblage will occupy all or only a portion of the sidewalks, streets, or public property of the City:

*Please see attached map and information
for traffic re-route and event information*

Please list by street name the areas for the assemblage: Main Street;
2nd Street; Manor Drive
East Mountain Street,

NOTE: In order to verify full compliance with all applicable provisions of the city ordinance, additional information may be required after this application has been submitted for review and approval.

[Signature]
Signature of Applicant

4-28-2021
Date Submitted

City Manager Approval

Date Issued

* We are also asking for 1/2 of the
Municipal Parking lot to be closed off
for our vendor parking at 2:00pm on
June 19, 2021 *

**CITY OF STONE MOUNTAIN
875 MAIN STREET
STONE MOUNTAIN, GA 30083
770-498-8984, FAX 770-498-8609**

NOISE PERMIT REGISTRATION

APPLICANT NAME: Juniata Community Committee
TYPE OF EVENT: Juniata Event
LOCATION OF EVENT: Main Street / 2nd Street / East Mountain
DATE AND TIME: June 19, 2021 4pm - 9:00
NUMBER OF PEOPLE EXPECTED: 500+
CONTACT PERSON: Jasmine Little / Kim Crumble
CONTACT #: 470-343-8484 770-630-1727

This permit was approved by the Chief of Police on _____, 20____. This event has been authorized by the Chief of Police to use sound or equipment not to exceed an audible distance of 100 feet from 7:00 a.m. to 11:00 p.m. Sunday through Thursday and 7:00 a.m. to 12:00 a.m. on Friday and Saturday (City Noise Ordinance 15-1).

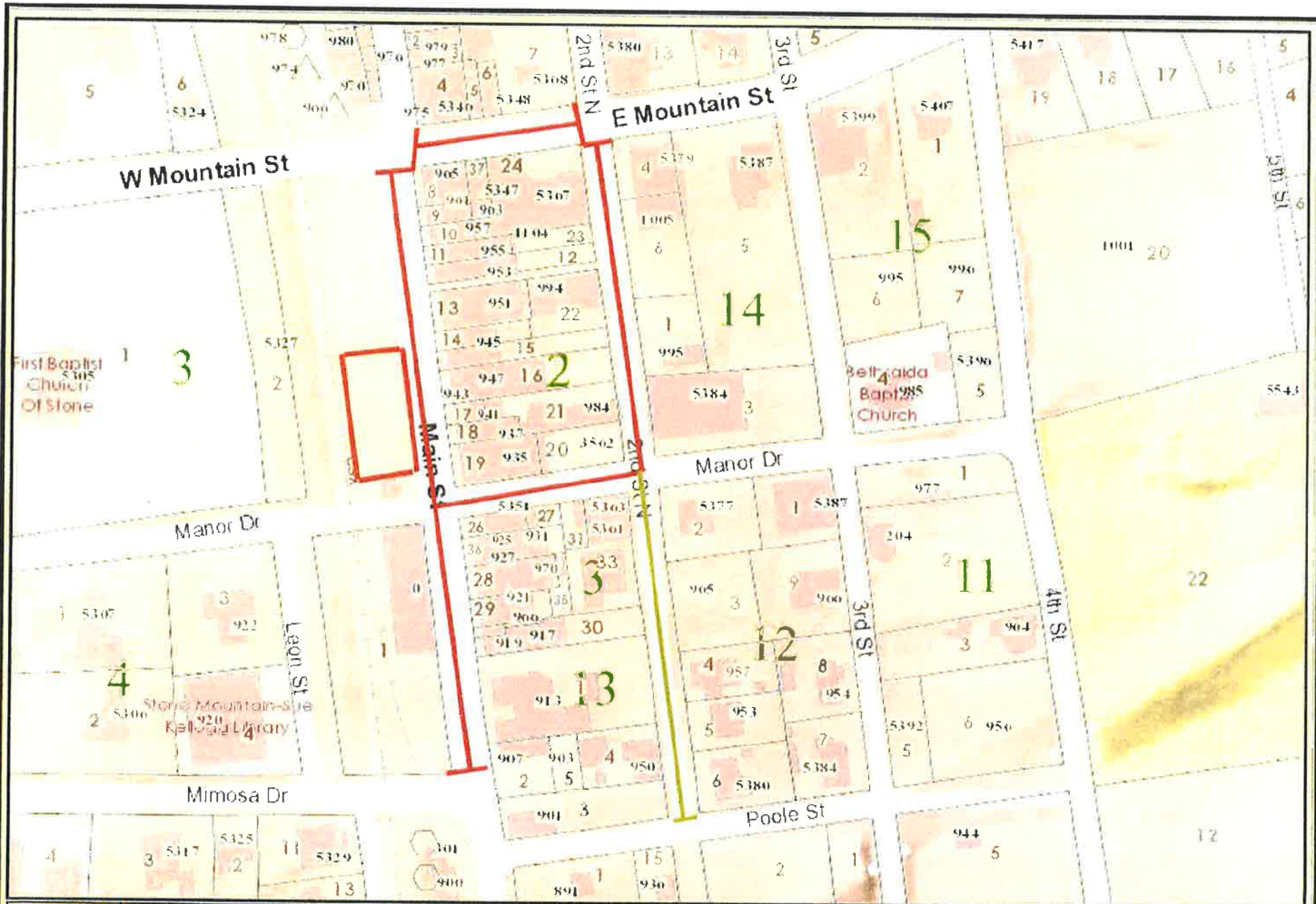
CHECK THE TYPE OF EVENT:

- _____ Public Health and Safety Purposes
X _____ Outdoor Concerts and Theatrical Performances
_____ Outdoor Neighborhood Functions
_____ Civic and Religious Celebrations
_____ Recreational and Athletic Activities

Drumms
Fireworks
DJ

Chief of Police Signature

Date



Juneteenth Road Closure 06/19/2021

0 0.0075 0.015 0.03 0.045 0.09
miles

Date Printed: 4/28/2021



DeKalb County GIS Disclaimer

The maps and data contained on DeKalb County's Geographic Information System (GIS) are subject to constant change. While DeKalb County strives to provide accurate and up-to-date information, the information is provided "as is" without warranty, representation or guarantee of any kind as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. DeKalb County explicitly disclaims all representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DeKalb County be liable for any special, indirect, or consequential damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other actions, arising out of or in connection with the use of the maps and/or data herein provided. The maps and data are for illustration purposes only and should not be relied upon for any reason. The maps and data are not suitable for site-specific decision-making nor should they be construed or used as a legal description. The areas depicted by maps and data are approximate and are not necessarily accurate to surveying or engineering standards.

April 27, 2021

A handwritten signature in black ink, appearing to be 'Vee', is written over the date and the subject line.

Re: Tareco Permit for filming in the City Cemetery
May 26-28, 2021; rescheduled from March 2020

This the film company that we approved and ready to film in the City Cemetery on March 16-19, 2020. Due to COVID-19, the filming was cancelled on Friday, March 13, 2020. Attached you will find:

- the original permit dated February 5, 2020
- an updated permit dated April 26, 2021
- a current certificate of insurance showing us a certificate holder
- an in-color overhead of the requested road closure of the triangle of JBR Memorial, Silver Hill and Third Street (JBR Memorial will not be closed, but Silver Hill and Third will be at their respective JBR intersections)

cc: ChaQuias Thornton, Chief Troutman, Alicia Daniels



CITY OF STONE MOUNTAIN PERMIT APPLICATION FOR FILM PROJECT ASSEMBLY

Filing Period – An application for an assembly permit shall be filed not less than ten (10) days or no more than thirty (30) days before the date on which it is proposed to conduct the assembly.

Fees are assessed on a per project basis.

Assembly is "a group of two (2) or more persons who are together for a common cause or purpose, who stand, walk, congregate, or assemble upon any of the sidewalks, streets, or public property of the City, who evidence their cause by signs, slogans, common dress, solicitation of money, support, or membership, public speech, or the distribution of written materials."

Person seeking to conduct the filming assemblage:

Name: Jay Elgin

Address: 175 Lakewood Way SW Stage 5 Level 1

Telephone #: 678-852-1800

Email: dew123man@yahoo.com

Person responsible for the filming assemblage:

Name: Kyle Carey

Address: 175 Lakewood Way SW Stage 5 Level 1

Telephone #: 404-538-4544

Email: kacarey59@gmail.com

If the filming/assemblage is to be conducted for, on behalf of, or by an organization, please complete the following:

Name of Company/Organization: Bride Lake Productions LLC.

Address of Headquarters: 175 Lakewood Way SW Stage 5 Level 1

Telephone # of Headquarters: 404-333-6700

Authorized/Responsible Individuals of Organization: (please print names)

Lampton Enochs, Tony Holley, Kyle Carey, Jay Elgin

Date(s) of the filming project: March 16 – 19 2020

**CITY OF STONE MOUNTAIN
FILM PROJECT ASSEMBLY
PAGE 2**

Estimated number of people present: 110

Estimated number/Description of vehicles: 10 Work Trucks, 90 crew cars, 10 large trucks and trailers (base camp)

Estimated number, if any, of animals (no hooved animals allowed): N/A
Types of animals involved in the assemblage:

Provide the time the filming project will take place in the designated areas:

Beginning time: 7am **Ending Time:** 11:59 pm

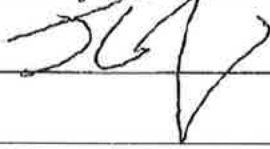
If the filming project is located in multiple areas, please provide a list of each location and the time the participants will begin to assemble by location:

Location #1: Beginning Time: _____ Ending Time: _____
Location #2: Beginning Time: _____ Ending Time: _____
Location #3: Beginning Time: _____ Ending Time: _____
Location #4: Beginning Time: _____ Ending Time: _____

Please provide a statement as to whether the filming project will occupy all or only a portion of the sidewalks, streets, or public property of the City: We will be filming in the cemetery. We will close access on the roads. We will also film on Silver Hill Road between James B River Memorial and 4th street.

Please list by street name the areas for the filming project: 1000 Cemetery Road, Silver Hill road; 3rd Street

NOTE: In order to verify full compliance with all applicable provisions of the city ordinance, additional information may be required after this application has been submitted for review and approval.

 _____ **Signature** 2/5/2020 **Date**

City Manager Signature _____ **Date**



**CITY OF STONE MOUNTAIN
PERMIT APPLICATION
FOR FILM PROJECT ASSEMBLY**

Filing Period – An application for an assembly permit shall be filed not less than ten (10) days or no more than thirty (30) days before the date on which it is proposed to conduct the assembly.

Fees are assessed on a per project basis.

Assembly is "a group of two (2) or more persons who are together for a common cause or purpose, who stand, walk, congregate, or assemble upon any of the sidewalks, streets, or public property of the City, who evidence their cause by signs, slogans, common dress, solicitation of money, support, or membership, public speech, or the distribution of written materials."

Person seeking to conduct the filming assemblage:

Name: Luke Welden
Address: 175 Lakewood Way Atlanta GA 30315
Telephone #: 770-633-7745
Email: luke.locations@gmail.com

Person responsible for the filming assemblage:

Name: Kyle Carey
Address: same as above
Telephone #: 404-538-4544
Email: kacarey59@gmail.com

If the filming/assemblage is to be conducted for, on behalf of, or by an organization, please complete the following:

Name of Company/Organization: Bride Lake Productions LLC
Address of Headquarters: _175 Lakewood Way Atlanta GA 30315_
Telephone # of Headquarters: 404-333-6700

Authorized/Responsible Individuals of Organization: (please print names)

Lampton Enochs, Tony Holley, Kyle Carey, Luke Welden
Date(s) of the filming project: _May 26 -28, 2021

**CITY OF STONE MOUNTAIN
FILM PROJECT ASSEMBLY
PAGE 2**

Estimated number of people present: 110

Estimated number/Description of vehicles: 10 work trucks, 90 crew, 10 large trucks, base camp

Estimated number, if any, of animals (no hoofed animals allowed): _____

Types of animals involved in the assemblage: N/A

Provide the time the filming project will take place in the designated areas:

Beginning time: 7am **Ending Time:** 11:59PM

If the filming project is located in multiple areas, please provide a list of each location and the time the participants will begin to assemble by location:

Location #1: Beginning Time: _____ **Ending Time:** _____

Location #2 Beginning Time: _____ **Ending Time:** _____

Location #3 Beginning Time: _____ **Ending Time:** _____

Location #4 Beginning Time: _____ **Ending Time:** _____

Please provide a statement as to whether the filming project will occupy all or only a portion of the sidewalks, streets, or public property of the City: Filming in the cemetery. Close access to cemetery, Close Silver Hill Rd bw James B Rivers and 4th st.

Please list by street name the areas for the filming project: 1000 Cemetery Rd, Silver Hill Rd, 3rd St.

NOTE: In order to verify full compliance with all applicable provisions of the city ordinance, additional information may be required after this application has been submitted for review and approval.

 **Signature** 4/26/21 **Date**

City Manager Signature _____ **Date** _____

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Aon/Albert G. Ruben Insurance Services, Inc.
18303 Ventura Blvd., Suite 1200
Sherman Oaks, CA 91403
+ 1818 742 1400

Contact Name: Madeline Wagner

Phone:
(A/C, No. Ext): (818) 742-5363

Pos
(A/C, No):

Email Address: madeline.wagner@aon.com

INSURED

Bride Lake Productions, LLC
5808 Sunset Blvd.
Los Angeles, CA 90028

Insurer's Affording Coverage

NAIC #

INSURER A: AMERICAN INSURANCE COMPANY

INSURER B: FIREMAN'S FUND INSURANCE COMPANY

INSURER C: ZURICH AMERICAN INSURANCE COMPANY

INSURER D: AMERICAN ZURICH INSURANCE COMPANY

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROD LTR	TYPE OF INSURANCE	ADOL INSR	RMR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	II COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER	X		UST01193420C	08/01/2020	08/01/2021	BACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & AD&T \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		UST011934200 AUTO PHYSICAL DAMAGE LIMIT INCLUDED IN BASIC EQUIPMENT LIMIT	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	III UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR EXCESS LMB <input type="checkbox"/> CLAIMS-MADE DDB <input type="checkbox"/> RETENTION \$			UST01187420U	08/01/2020	08/01/2021	BACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ADD PROPRIETARY/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			EW54319146-02 (CA) EW54457549-02 (CA) EW54453391-02 (NY) WC4228198-02 (FL, MA, OR, TX, VA) WC4228199-02 (AZ) (EVIDENCE ONLY)	08/01/2020 08/01/2020 08/01/2020 08/01/2020 08/01/2020	08/01/2021 08/01/2021 08/01/2021 08/01/2021 08/01/2021	PER STATUTE <input type="checkbox"/> Other <input type="checkbox"/> S.L. Statute Accident \$1,000,000 S.L. Statute - Ex. Employees \$1,000,000 S.L. Statute - Public Land \$1,000,000
B	PRODUCTION PACKAGE PROPS/SETS/WARDROBE THIRD PARTY PROPERTY DAMAGE MISCELLANEOUS EQUIPMENT			RMP190014	11/13/2019	08/01/2021	Limit: \$5,000,000 / Deductible Subject to budget Limit: \$5,000,000 / Deductible Subject to budget Limit: \$5,000,000 / Deductible Subject to budget

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: "TARECO"

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED (BY "BLANKET" ENDORSEMENT) WITH RESPECT TO THE GENERAL AND AUTO LIABILITY POLICIES AND LOSS PAYEE AS RESPECT TO THE PRODUCTION PACKAGE, BUT ONLY TO THE EXTENT REQUIRED IN THE CONTRACTUAL AGREEMENT WITH THE NAMED INSURED AND ONLY FOR THE ABOVE REFERENCED PROJECT. ALL COVERAGE IS SUBJECT TO TERMS AND CONDITIONS OF THE INSURANCE POLICIES. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon/Albert G. Ruben Insurance Services, Inc.

ACORD 28 (2016/03)

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Southeastern Traffic Supply, LLC
1500 Veterans Memorial Hwy SE
Mableton, GA 30126
404.989.2441

Date: 1/24/20

Draft: 1

Design: Walter W. Thompson (c) 706.254.1919
Project: "TARECO"
Customer: Bride Lake Productions, LLC

Type of Roads: Urban

Speed Limit: 25 mph

Traffic Volume: Moderate

DROPPICKUP:

All signs & devices shall be placed in accordance to the latest provisions of the Manual on Uniform Traffic Control Devices (MUTCD) with respect to any applicable provisions from the City of Stone Mountain

Access to commercial/residential drives to be maintained at all times

Advance warning signs to be spaced at a minimum of 100' apart; sign placement is approximate and may be adjusted to fit field conditions

Officer placements are suggestions and at the discretion of Jurisdictional law enforcement

PLANS ARE NOT TO SCALE

Page 1 of 1

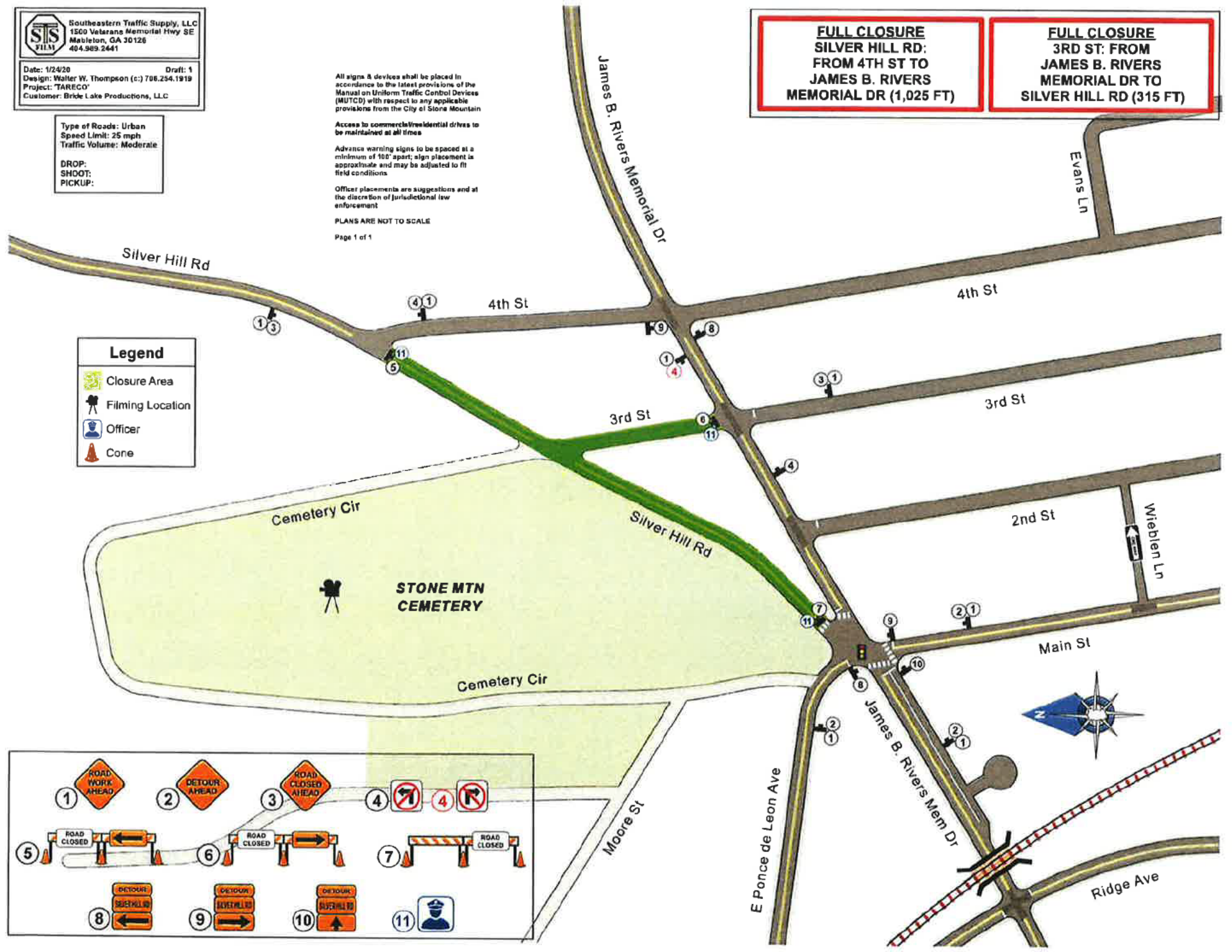
Legend

 Closure Area

 Filming Location

 Officer


 Cone




FULL CLOSURE
SILVER HILL RD:
FROM 4TH ST TO
JAMES B. RIVERS
MEMORIAL DR (1,025 FT)

FULL CLOSURE
3RD ST: FROM
JAMES B. RIVERS
MEMORIAL DR TO
SILVER HILL RD (315 FT)


1



2




3




4




4




5



6




7




8




9



10



11



ChaQuias Miller-Thornton

From: Kim Cumbie
Sent: Wednesday, April 28, 2021 10:26 AM
To: Alicia Daniels; Chief Chancey Troutman; ChaQuias Miller-Thornton
Subject: RE: Film Application for May 26-28, 2021 - City Cemetery

Hi!

As I reported this morning, there will not be a day-long, 12 or 24 hour, long-term road closure associated with the filming on May 26-28. The closures on Silver Hill and 3rd Street are requested and will be utilized when the filming is actually happening the cemetery or when the traffic is too loud for the cameras. This film footprint is in conjunction with the footprint inside Silver Hill Estates which is actually in DeKalb County and scheduled for the same dates. The roads will definitely be open when they are in Silver Hill Estates.

Luke Welden and Kyle Carey are my contacts and always willing to give further clarification should it be necessary.

Please let me know if there are other concerns,
Kim



Kimberly C. Cumbie, CTP
Tourism Manager
City of Stone Mountain
922 Main Street
Stone Mountain, Georgia 30083
770-498-8984 ext. 146
770-630-1727 cell/text
www.stonemountaincity.org

From: Kim Cumbie
Sent: Tuesday, April 27, 2021 10:36 AM
To: Alicia Daniels <adaniels@stonemountaincity.org>; Chief Chancey Troutman <ctroutman@stonemountaincity.org>; ChaQuias Miller-Thornton <cthornton@stonemountaincity.org>
Subject: RE: Film Application for May 26-28, 2021 - City Cemetery

Yes, of course.

I will run over there today and take a picture of the area where they will be.

Thanks,
Kim



Kimberly C. Cumbie, CTP
Tourism Manager
City of Stone Mountain
922 Main Street
Stone Mountain, Georgia 30083
770-498-8984 ext. 146
770-630-1727 cell/text
www.stonemountaincity.org

From: Alicia Daniels <adaniels@stonemountaincity.org>

Sent: Tuesday, April 27, 2021 10:33 AM

To: Chief Chancey Troutman <ctroutman@stonemountaincity.org>; Kim Cumbie <kcumbie@stonemountaincity.org>;
ChaQuias Miller-Thornton <cthornton@stonemountaincity.org>

Subject: RE: Film Application for May 26-28, 2021 - City Cemetery

Kim:

Can I also get a map/photo of the area of the cemetery that will be used during the filming please? I see a map of the street closure but not of the area being used in the cemetery.

Thank you so much!

Cordially,

Alicia Daniels

City Clerk

City of Stone Mountain

875 Main Street

Stone Mountain, GA 30083

phone 770-498-8984 x. 123

fax 770-498-8609

adaniels@stonemountaincity.org

From: Chief Chancey Troutman <ctroutman@stonemountaincity.org>

Sent: Tuesday, April 27, 2021 10:08 AM

To: Kim Cumbie <kcumbie@stonemountaincity.org>; ChaQuias Miller-Thornton <cthornton@stonemountaincity.org>;
Alicia Daniels <adaniels@stonemountaincity.org>

Subject: RE: Film Application for May 26-28, 2021 - City Cemetery

I concur....

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Kim Cumbie <kcumbie@stonemountaincity.org>

Date: 4/27/21 09:35 (GMT-05:00)

To: ChaQuias Miller-Thornton <cth Thornton@stonemountaincity.org>, Chief Chancey Troutman
<ctroutman@stonemountaincity.org>, Alicia Daniels <adaniels@stonemountaincity.org>

Subject: Film Application for May 26-28, 2021 - City Cemetery

Good Morning,

Chief and I had had various emails back and forth yesterday evening with Tareco/Bridelake Productions for filming in the City Cemetery May 26-28, 2021.

This permit was originally requested pre-COVID-19. NOTE: there is a requested road closure.

Please repsond with any questions or concerns.

Chief – will you please weigh in with your agreement?

Thank you,
Kim



Kimberly C. Cumbie, CTP
Tourism Manager
City of Stone Mountain
922 Main Street
Stone Mountain, Georgia 30083
770-498-8984 ext. 146
770-630-1727 cell/text
www.stonemountaincity.org

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

DATE : April 29, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton, City Manager

RE : City Wide Maintenance_Investment Recap_Increased Service Days

05/04/2021 – REGULAR SESSION – NEW BUSINESS – ITEM J. – add by unanimous consent.

See correspondence below.

ITEM HISTORY

04/28/2021 – Email to Governing Body

Good evening Mayor and Council,

As the City Hall facility and the Welcome Center have moved towards more public access to its buildings, it has been necessary to consider an increase in cleaning and sanitation services within each of the public access facilities. It is necessary to extend the current services with City Wide Cleaning from 3 days to 5 days with inclusion of cleaning services at the Welcome Center. The increase in services will constitute an increase in cost of \$5,200 for the remainder of the current calendar year. The Administration does not anticipate that an increase in budget is necessary based on current financial analysis of expenditures. The service is contracted on a month to month term with 30 days termination notice. These terms allow changes in service based on need. The Administration will continue to monitor such needs as the scenarios with COVID-19 change.

This increase in service serves as a method of mitigation and protection for our staff and for the public as public access to each space is increased amid the ongoing threat of COVID-19.

Please present to me any thoughts or concerns regarding this matter.

04/29/2021 – Email from Mrs. Bryant regarding number of Welcome Center Visitors (See response highlighted on next page).

04/29/2021 – Email to Governing Body

Also to offer additional clarity:

Memo: City Wide Maintenance Investment Recap – Increased Service Days

Currently the Welcome Center is already open 10-2 Tuesdays through Friday and was not initially scheduled for any day of professional cleaning maintenance because there was no way at the time to determine volume of public access at the time of reopening. Since reopening, the Welcome Center Manager has requested periodic professional cleaning for her safety as well as for the increased safety of those that enter the space.

The City Hall Facility is currently opened 8-5 Monday through Friday and was initially scheduled for 3 days of professional cleaning maintenance.

The increase in cleaning scheduling is as follows:

City Hall from 3 days (Tues, Wed, Fri) to 5 days (Mon thru Fri).

Welcome Center from 0 days to 1 day per week (taking into account the volume of visitors in the space)

Increase is at the request of the Welcome Center Manager Mrs. Cumbie and under recommendation of the Building Facilities Manager Director Jim Tavenner. There is no proposed increase in hours of operation for the Welcome Center at this time.

Additionally, and as a point of heads up, cleaning and maintenance service may just be the base of the recommendations that may be put forth with regards to the mitigation of COVID-19 in our public facilities. Several area cities have already moved forward with recommended upgrades to their HVAC and lighting systems with UV protection, etc. In the opinion of myself (as operations manager), the facilities manager, and the welcome center manager, periodic and frequent professional cleaning of the public facilities is the least we can do to put forth mitigation efforts for the protection of those that serve and those that we service.

04/30/2021 – Response to inquiry regarding number of visitors at Welcome Center
These numbers are provided to Council during every monthly work session report.

January 2021- 28 visitors

February 2021 – 18 visitors

March 2021 – 22 visitors

April 2021 – 48 visitors

*Volunteers will begin serving in the space again on Wednesday May 5th, 2020
from 10-2pm.

Thank you,
CMThornton

Created for City of Stone Mountain,
875 Main Street
Stone Mountain, Ga. 30083

Investment Recap

City Wide Maintenance Janitorial Service Package

Includes all janitorial services outlined in the service agreement

Service	Frequency	Total Price / Month
Basic Janitor Service**	2 time per week	\$650.00

Note: start time 5pm.

** This is for 2 additional cleaning for city hall and tourism center. Monday and Friday for city hall.
1 time per week for tourism center.

TOTAL MONTHLY INVESTMENT	\$1,550.00
---------------------------------	-------------------

*service will be month to month with 30 day notice to stop service.
\$1,550.00 is total new monthly price.

Start Date: _____

By:  _____
Authorized Representative

By: Patrick Woolfle _____
Authorized Representative

Date: _____
Created for City Of Stone Mountain

Date: April 21, 2021 _____
City Wide of Metro Atlanta

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

DATE : April 28, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton

RE : FY2021 Budget Amendment – AMENDED

05/04/2021 – REGULAR SESSION – NEW ORDINANCES AND RESOLUTIONS-
ITEM A.

During the 04/20/2021 work session Director Tavenner presented traffic calming requests to Council. The Administration recommended that Council allocate funding to a Traffic Calming Program line item. The traffic study proposal for the traffic calming requests that were presented by Director Tavenner on 04/20/2021 is estimated at \$7,950. The Administration recommends an initial allocation of \$15,000 to fund traffic calming studies for the program. Subsequent allocations will be necessary pending Council decision to move forward with the construction or installation of traffic calming measures after review of the traffic studies.

The Administration is recommending that \$10,451 of the Traffic Calming Program costs for traffic studies be offset by savings realized in the actual premium under budget estimate for general liability insurance. (See the premium allocation spreadsheet on page 2). The additional \$4,549 will be offset by a transfer from the Contingencies line item.

SEE NEXT PAGE

		Budget	Actual	
5030.52.3101	Vehicle Insurance	939	708	(231)
5031.52.3101	Building Insurance	10,889	7,898	(2,991)
5032.52.3100	General Liability Premium	12,316	12,888	572
5032.52.3102	Misfeasance Ins	1,140	827	(313)
5032.52.3103	Public Officials	5,815	5,090	(725)
5032.52.3104	Employment Practices	10,235	9,044	(1,191)
5040.52.3102	Law Enforcement Liability	25,402	24,522	(880)
5040.52.3103	Vehicle Insurance	32,918	28,615	(4,303)
5050.52.3101	Property Insurance	1,072	777	(295)
5050.52.3103	Vehicle Insurance	9,195	6,905	(2,290)
5055.52.3101	Building Insurance	-	-	-
5060.52.3101	Building Insurance	649	471	(178)
5130.52.3101	Building Insurance	-	-	-
		110,570	97,745	(12,825)

General Liability & Casualty

5032.52.3110	Cyber Liability	2,931	3,536	605
5051.52.3102	Umbrella - Building	-	1,769	1,769
Total Increase/Decrease				(10,451)
Transfer from Contingencies				(4,549)
				(15,000)

In addition to the previously presented budget amendment to fund the Visitors Center Attendant. The overall change in the FY2021 budget with approval of the proposed amendment will be an increase in revenue of \$7,771 to be offset by an increase in expenditures of \$7,771.

ITEM HISTORY

04/20/2021 – WORK SESSION–NEW ORDINANCES AND RESOLUTIONS–ITEM A.

Per previous discuss with Council, the following FY2021 budget adjustment is necessary to allocate funding to the Part-time Employees line item for second quarter hire of a welcome center attendant in Fund 02 Visitors Center. The Administration will solicit resumes/applications for placement of the position by placing advertisement in accordance with the City's Personnel Policy and Procedures.

The proposed budget increase for Part-time Employees and associated payroll taxes and workers compensation costs is \$5,404.

Additionally, after final analysis of FY2020 funds it is determined that \$2,637 of Farmer's Market Lead program funds are due and payable from the City's General Fund to the Visitor Center Fund.

The proposed budget adjustment increases the City's interfund transfer from the Fund 01 General Fund Reserve to the Fund 02 Visitor Center in the amount of ~~\$5,012~~ \$7,771.

Fund 01 Revenue

Interfund Transfer General Fund

Budgeted	Adjustment	Amended Budget
139,969	5,012 7,771	144,910

Fund 01 Expenditure

Interfund Transfer to Fund 02 VC

Budgeted	Adjustment	Amended Budget
31,944	5,012 7,771	36,885

Fund 02 Revenue

Interfund Transfer from General Fund

Budgeted	Adjustment	Amended Budget
31,944	5,012 7,771	36,885

	Budgeted	Adjustment	Amended Budget
Part-time Employees	36,886	5,012	41,827
F.I.C.A.	-	311	311
Medicare	-	73	73
Workers	-	8	8
Farmers Market Lead Program	-	2,367	2,367

Please contact me if you have any questions regarding this request.

Thank you,
CMThornton

RESOLUTION 2021-09 - AMENDED
A Resolution of Mayor and City Council of Stone Mountain, Georgia

WHEREAS, the local budget for the City of Stone Mountain, Georgia for the fiscal year 2021 was adopted on December 1, 2020; and

WHEREAS, reopening the Visitors Center makes it necessary to employ a part-time Visitors Center attendant; and

WHEREAS, it is necessary to allocate funding to the Part-time Employees line item in Fund 02; and

WHEREAS, it is necessary to appropriate monies within the General Fund 01 to fund a traffic calming program for the City; and

THEREFORE, be it resolved by the Mayor and Council of the City of Stone Mountain, Georgia, that the following amendment to the FY2021 general fund budget be made this ____ day of _____, 2021.

FUND 01

REVENUE		LINE ITEM DESCRIPTION	Increase	Decrease	Balance
01	3000.39.1100	Interfund Transfer General Fund	7,771		
		Total	7,771	0	7,771
EXPENSE		LINE ITEM DESCRIPTION	Increase	Decrease	
01	5032.57.9902	Interfund Transfer to Fund 02 VC	7,771		
01	5030.52.3101	Vehicle Insurance		231	
01	5031.52.3101	Building Insurance		1,222	
01	5032.52.3100	General Liability Premium	572		
01	5032.52.3102	Misfeasance Ins		313	
01	5032.52.3103	Public Officials		725	
01	5032.52.3104	Employment Practices		1,191	
01	5032.52.3110	Cyber Liability Insurance	605		
01	5040.52.3102	Law Enforcement Liability		880	
01	5040.52.3103	Vehicle Insurance		4,303	
01	5050.52.3101	Property Insurance		295	
01	5050.52.3103	Vehicle Insurance		2,290	
01	5060.52.3101	Building Insurance		178	
01	5050.52.2252	Traffic Calming	15,000		
01	5032.57.9000	Contingencies		4,549	
		Total	23,948	16,177	7,771
		Sum Check			0

SEE ADDITONAL PROPOSED AMENDMENTS ON PAGE 2

RESOLUTION 2021-09 - AMENDED
A Resolution of Mayor and City Council of Stone Mountain, Georgia

FUND 02

REVENUE		LINE ITEM DESCRIPTION	Increase	Decrease	Balance
02	3000.39.1100	Interfund Tranfer General Fund	7,771		
		Total	7,771	0	7,771
EXPENSE		LINE ITEM DESCRIPTION	Increase	Decrease	
02	5075.51.1101	Part time Employees (Attendant)	5,012		
02	5075.51.2200	F.I.C.A.	311		
02	5075.51.2300	Medicare	73		
02	5075.51.2700	Workers Comp	8		
02	5075.61.9010	Farmers Market Lead Program	2,367		
		Total	7,771	0	7,771
		Sum Check			0

Patricia Wheeler, Mayor

Alicia Daniels, City Clerk