



REGULAR CITY COUNCIL MEETING AGENDA

(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, March 2, 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 – 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 2/2/2021
- B. Minutes of the Special Called City Council Meeting 2/16/2021
- C. Minutes of the Work Session Council Meeting 2/16/2021

READING OF COMMUNICATIONS

ADOPTION OF THE AGENDA OF THE DAY

UNFINISHED BUSINESS

- A. COVID Relief Programming – Residential Relief/Small Business Relief Programs - Update
- B. Council Policy Discussion Topics –
 - a. Parking – Request to Entertain 1st Read during 03/16/2021 Work Session of Council
 - b. Zoning – District Regulations – City Attorney Jeff Strickland

NEW BUSINESS

- A. Contract for Service between Faith Works In Action and the City of Stone Mountain – Senior Connect Program - \$7,194
- B. Lease Agreement between the City of Stone Mountain and Georgia Municipal Association – Two (2) Dodge Charger Pursuit Police Vehicles/Equipment, LPR - \$88,970.18 - 4-year Term
- C. Appointment of Stone Mountain Community Garden Committee – Initial Term to Expire 12/31/2021
 - a. Columbus Brown
 - b. Juliana Pierre
 - c. Pat Sabatelle
 - d. Chakira Johnson
- D. CHIP Application Preparation
- E. Georgia Fresh for Less (GF4L) Program – 2021 GF4L Contract
- F. Request for Disposal of City Assets/Declaration of Surplus Property – City Assets Stored at Rock Gym Facility
- G. Color Vibe – Charity Partnership Agreement between Color Vibe LLC and the City of Stone Mountain
- H. Determination of Meeting Sessions to be Attended by the City Attorney

NEW ORDINANCE AND RESOLUTIONS

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

ANNOUNCEMENTS BY THE MAYOR

Executive Session – To Discuss Personnel, Real Estate, and Legal Matters

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, February 2, 2021 @ 6:30 pm
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER

Mayor called the meeting to order at 6:32pm.

DETERMINATION OF A QUORUM

A quorum was present. At time of determination of quorum, Council Members Little, Cox, Hollis, Johnson and Bryant were present; however, Council Member Monroe was not present.

INVOCATION AND PLEDGE

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

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

Rhonda Morrison
5117 Rockborough Trail

Inquiring if the City has a need for volunteers or offer any type of community service.

Mayor Pro Tem Johnson advised she will give some suggestions later in the meeting.

Council Member Monroe entered session prior to the reading and approval of the journal.

READING AND APPROVAL OF THE JOURNAL

A. Minutes of the Regular City Council Meeting 1/7/2021

Mayor Pro Tem Johnson moved to approve the minutes of the Regular City Council Meeting held on 1/7/2021; seconded by Council Member Hollis.

Approved 6-0

B. Minutes of the Special Called City Council Meeting 1/19/2021

C. Minutes of the Work Session Council Meeting 1/19/2021

Mayor Pro Tem Johnson moved to approve both minutes in item B & C from the Special Called City Council Meeting held on 1/19/2021 and the Minutes of the Work Session Council Meeting held on 1/19/2021; seconded by Council Member Hollis.

Approved 6-0

READING OF COMMUNICATIONS

There were no communications to read.

ADOPTION OF THE AGENDA OF THE DAY – Request to Add by Unanimous Consent:

New Business

Item D. 2021 Comprehensive Plan Update – Stakeholder Committee

Mayor Pro Tem Johnson moved to adopt the agenda of the day and to add by unanimous consent under New Business, Item D the 2021 Comprehensive Plan Update – Stakeholder Committee.

Approved 6-0

CITY MANAGER'S REPORT – City Manager ChaQuias Thornton

City Manager Thornton asked Mayor and City Council for a Special Called Meeting to consider Alcohol Privilege License applications for 975 Main Street and 970 Main Street. City Manager Thornton also reported on and reviewed the GMA leasing agreement, reported GBI will be on site for non-criminal justice ORI audit to take place February 9, 2021 as well as the City Worker's Comp audit and GMEBS census to take place this month; City positions that are currently vacant and need to be filled' working on an RFP for review of City's Zoning Code, Public Hearing to take place on 2/16/2021 for the Comprehensive Plan; working on draft for Blight ordinance; and information submitted to Council for CHIP application.

There was a question from Council asking if the need for police department staff is for replacement of Code Compliance Officer.

City Manager Thornton advised the position to be filled is for a retiring police officer this month.

UNFINISHED BUSINESS

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

City Manager Thornton provided a status on the COVID relief programs for Residential and Small Business Relief Programs giving the numbers for the Residential applications and advising of a soft launch of the Small Business Relief program on 2/1/2021 to 2/7/2021. The application for Small Business Relief Program will open on 2/8/2021 – 2/22/2021.

Council questioned how the application will be displayed.

City Manager Thornton advised there will be a link on our website which will take you directly to the application.

B. Council Policy Discussion Topics –

a. Graffiti – Defacement of Property

City Manager Thornton reported Administration is awaiting direction from Council.

b. Parking

City Manager Thornton advised City Attorney has revised the ordinance and there has been no commentary from Council.

c. Zoning – District Regulations

City Manager Thornton suggested obtaining a consultant from outside to assist in the Zoning review/revisions, especially the setbacks.

Attorney Strickland advised Council should obtain the services of a consultant to look into the code in its entirety.

City Council discussed options and asked questions concerning reviewing and revising the code with and without the assistance of a consultant.

C. Long-term Facility Use Request – Druid Hills Youth Sports – Request to Use McCurdy Park for Baseball

City Manager Thornton advised Council she still has no revised request from Druid Hills Youth Sports. She also suggested if Council would like to see long-term rentals at the parks, then Public Works Director needs to be involved in determining what improvements the parks need.

NEW BUSINESS

A. Faith Works In Action Proposal – Request for City Funding for the Tech-Connect for Seniors Program - ~~\$7,243~~ \$7,194.60

Mayor Pro Tem Johnson moved to approve the Faith Works in Action Proposal – Request for City Funding for the Tech-Connect for Seniors Program in the amount of \$7194.60; seconded by Council Member Cox.

Council had discussions and questions concerning the proposal. Council questioned if the group has looked to other sources to fund this program beside taxpayers' funds.

City Manager Thornton asked when putting the language together for this agreement will it be noted if the tables are for City of Stone Mountain citizens, the public as a whole or will tablets be set aside for Faith Works members.

Reverend Orea Parker answered the program is for everyone and none to be set aside for specific people.

City Manager Thornton also asked about City Council having input on requirements to the proposal.

Reverend Orea Parker answered Faith Works and City could work together.

City Manager Thornton expressed the vote tonight would be in essence to obtain service agreement language.

Mayor Pro Tem Johnson moved for approval of proposal contingent upon an official agreement and contract being brought forth to Council for the request for City funding for the Tech Connect for Seniors Program in the amount of \$7194.60. Mayor Wheeler added this is in addition to the first motion.

Approved 5-1; Council Member Hollis voted against.

- B. Bid Award and Construction Services Agreement Approval – Bid No. CIP 2020-005 – Sexton Drive Road Repair Project – Multiplex LLC - \$491,805

Mayor Pro Tem Johnson moved to approve the bid award and construction services agreement approval to Bid number CIP 2020-005 for Sexton Drive Road Repair Project Multiplex, LLC in the amount of \$491,805.

Council asked for clarification of bid and location of repair.

City Manager Thornton explained the bid is for surface drainage repairs, storm pipe repairs, road repairs and retaining wall construction at Sexton Drive.

Approved 6-0

- C. Executive Session for the Purpose of Discussing Personnel and Real Estate

Mayor Pro Tem Johnson advised Executive Session moved to the end of the meeting and replaced with Comprehensive Plan for discussion only.

City Manager Thornton presented an update on the Comprehensive Plan and advised putting this as a permanent item until the plan is adopted.

NEW ORDINANCE AND RESOLUTIONS

- A. Resolution 2021-03 FY2020 Budget Amendment

Mayor Pro Tem Johnson moved to approve Resolution 2021-03 Fiscal Year 2020 Budget Amendment; seconded by Council Member Hollis.

City Manager Thornton offered explanation of the budget amendment.

Approved 6-0.

- B. Ordinance 2021-01 To create A Committee to Operate and Maintain the Stone Mountain Community Garden at VFW Park

Mayor Pro Tem Johnson moved to approve Ordinance 2021-01 to create a committee to operate and maintain the Stone Mountain Community Garden at VFW Park; seconded by Council Member Hollis.

Mayor Pro Tem Johnson explained ordinance and advised there is volunteer opportunity at the Community Garden.

Approved 5-1. Council Member Bryant voted against.

C. Ordinance 2021-02 To Amend Chapter 2 Administration Article III Purchasing

Mayor Pro Tem Johnson moved to approve Ordinance 2021-02 to amend Chapter 2 Administration Article III Purchasing; seconded by Council Member Hollis.

Council Member Hollis asked for discussion.

City Attorney explained ordinance amendment.

City Council had discussion and questions after the explanation by City Attorney.

Approved 4-3; Council Members Little, Hollis, and Johnson voted for and Council Members Monroe, Cox and Bryant voted against. Mayor Wheeler had to break the tie voting in favor of the Ordinance 2021-02.

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

Rhonda Morrison

Asked about volunteer opportunities with the City.

Mayor Wheeler offered some suggestions to the citizen.

Alex Brennan

Asked if P & C could look at zoning ordinance if appropriate.

City Manager Thornton advised this is apart of P & C's prevue and they are always apart of the zoning ordinance review process.

ANNOUNCEMENTS BY THE MAYOR

Mayor advised she would like to return to live in person Council meetings in March unless conditions change. This will be for staff and Council Members only.

Council Members had their opportunity to speak as well.

ADJOURNMENT

Mayor Pro Tem Johnson moved to adjourn into Executive Session to discuss Personnel and Real Estate; seconded by Council Member Hollis.

Approved 6-0.

Adjourned at 8:36pm into Executive Session.

Mayor Pro Tem Johnson moved to reopen regular City Council meeting; seconded by Council Member Hollis.

Approved unanimously.

Meeting resumed at 9:06pm.

Mayor Pro Tem Johnson advised there was no action out of Executive Session.

City Manager Thornton spoke on the promotions in the Police Department.

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

Approved 6-0.

Meeting adjourned at 9:09pm

Patricia Wheeler, Mayor

Alicia Daniels, Assistant City Clerk



MINUTES OF PUBLIC HEARING/SPECIAL CALLED CITY COUNCIL MEETING
Tuesday, February 16, 2021 @ 6:30 pm
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER

Mayor called the meeting to order at 7:06pm.

DETERMINATION OF A QUORUM

Mayor determined a quorum was present. Council Members Cox, Hollis, Johnson, Bryant and Monroe were present. Council Member Little was not present.

ADOPTION OF THE AGENDA OF THE DAY

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

Approved 5-0.

NEW BUSINESS

A. Public Hearing for Council Consideration of:

- i. Application for Alcoholic Beverage Privilege License at 975 Main Street, Stone Mountain, GA 30083, Parcel 18 089 27 004, Cherokee Rose BBQ Bar & Kitchen.

Mayor Pro Tem Johnson moved to approve the application for Alcoholic Beverage Privilege License at 975 Main Street, Stone Mountain, GA 30083, Parcel 18 089 27 004, Cherokee Rose BBQ Bar & Kitchen; seconded by Council Member Hollis.

City Manager Thornton requested an amendment to the motion to include the applicant's name.

Mayor Pro Tem Johnson recited the motion again to include the applicant's name, Jonathan Hartnett; seconded by Council Member Hollis.

No discussion or questions from Council concerning the application.

Approved 5-0.

- ii. Application for Alcoholic Beverage Privilege License at 970 Main Street, Stone Mountain, GA 30083, Parcel 18 089 02 007, The Vibrary, LLC



Mayor Pro Tem Johnson moved to approve the application for Alcoholic Beverage Privilege License at 970 Main Street, Stone Mountain, GA 30083, Parcel 18 089 02 007, The Vibrary, LLC, applicant Candace Walker; seconded by Council Member Hollis.

Council asked for the description of the business and the hours of proposed operation.

City Manager described the business as a location that will sell used books while offering wine by the glass and for retail sale as well with a food component.

The applicant advised proposed days of opening 3 or 4 days a week, opening at 5pm – 11pm or 12 am.

Approved 5-0.

ADJOURNMENT

Meeting was adjourned at 7:15pm leading directly into the Work Session Meeting.

Patricia Wheeler, Mayor

Alicia Daniels, Assistant City Clerk



MINUTES OF THE CITY COUNCIL COMMITTEE/WORK SESSION
Tuesday, February 16, 2021 @ 6:30 pm
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER

Mayor Wheeler called the meeting to order at 7:15pm following the Public Hearing/Special Called City Council Meeting.

INVOCATION AND PLEDGE

Conducted in the Public Hearing/Special Called City Council 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 by Council Member Hollis.

Approved 5-0.

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

Mayor Wheeler asked for citizen comments of **non-agenda** items only.

Mike Schaaphok
Inquired of video copies of Zoom meetings.

City Manager Thornton advised audio is supplied online only.

Rory Webb
Thanked Council for approving the two new alcohol licenses as these businesses will help to revitalize downtown.

Ellen ATL
Has a new business at 1048 Main Street and has not been able to obtain a contact for a grand opening.

Mayor Pro Tem Johnson provided information to the business owner.

COMMITTEE DISCUSSION ITEMS

- A.** Planning and Zoning
No discussion
- B.** Economic Development/Downtown Development Authority
Mayor Pro Tem Johnson advised of DDA's planning meeting this Friday.
- C.** Historic Preservation Commission
Theresa Hamby led discussion concerning the request to use the Caboose, additional training sessions for the Commission and a request to obtain a P/T administrative position for the Commission.

Andrea Redmond also had questions and gave input concerning the Caboose.

Assistant City Clerk advised Council of the upcoming HPC meeting where six applications will be discussed.

Mayor Wheeler asked Mayor Pro Tem to give update on Community Garden. Mayor Pro Tem reported and advised later in agenda will speak on appointments to the Committee. She also advised that an annual report from Master Gardener will be emailed to Council.

- D. Parks and Recreation Committee
Council Member Cox provided report.
- E. Comprehensive Plan – Steering Committee
Nothing reported on this item.

STAFF REPORTS

Mayor Wheeler asked Council if they had any questions on the Staff Reports.

Council Member Bryant advised Public Works Director about a speed limit sign falling in Rockborough subdivision.

Council Member Hollis explained a citizen's request to volunteer for graffiti clean-up at Bill McCurdy Chevrolet on 2nd Street.

- A. Code Compliance Officer
- B. Public Works Director – Jim Tavenner
- C. Chief of Police – Chief Troutman
- D. Assistant City Clerk – Alicia Daniels
- E. Tourism Manager – Kim Cumbie

CITY MANAGER'S REPORT – City Manager ChaQuias Thornton

There was no spoken report from City Manager Thornton and no questions from Council.

UNFINISHED BUSINESS

- A. COVID Relief Programming – Residential Relief/Small Business Relief Programs – Update
City Manager Thornton updated Council on the Relief Programs. Funds from the Residential Relief program have been exhausted as of February 4 and further report was provided on the Small Business Relief Program.
- B. Council Policy Discussion Topics –
 - a. Parking
There was a statement from Council concerning hazard of residential parking on streets instead of driveway.
 - b. Zoning
There was discussion between Council, City Attorney Strickland and City Manager Thornton concerning setbacks when it comes to accessory structures.

NEW BUSINESS

- A. Contract for Services between Faith Works In Action and the City of Stone Mountain – Senior Connect Program - \$7,194
City Manager Thornton advised Council there has been no formal contract language from Faith Works In Action presented to Administration yet; however, once received will present to Council.
- B. Lease Agreement between the City of Stone Mountain and Georgia Municipal Association – Two (2) 2021 Dodge Charger Pursuit Police Vehicles/Equipment, LPR - \$88, – 4-year Term
City Manager Thornton reviewed the lease agreement with Council.

Council had questions concerning the police units parked next door to City Hall. Sergeant Bob Hillis offered explanation that some of the units parked there are out of service and equipment is being removed from those units for reuse and units are being prepared for sale.

- C. Appointment of Stone Mountain Community Garden Committee
Mayor Pro Tem Johnson proposed committee members – Columbus Brown, Juliana Pierre, Pat Sabatelle and Chakira Johnson.

There were questions and discussions by the Council.

- D. CHIP Application Preparation
City Manager Thornton explained the application process and suggestion as to how the City should proceed.
- E. Georgia Fresh for Less (GF4L) Program – 2020 GF4L Contract
City Manager Thornton reviewed the contract with Council and discussed the need to compose a COVID relief plan.
- F. Request for Disposal of City Assets/Declaration of Surplus Property – City Assets Stored at Rock Jim Facility
City Manager Thornton reviewed the list of items for disposal composed by Public Works Director to either donate or retain.
- G. Color Vibe – Charity Partnership Agreement
City Manager Thornton advised will keep this item as a placeholder while awaiting agreement language from the Color Vibe organizers.

Council Members expressed concerns with social distancing. Tourism Manager Cumbie advised social distancing will be addressed in the contract.

- H. Determination of Meeting Sessions to be Attended by the City Attorney
Council and City Manager discussed prior vote of what meeting sessions the City Attorney should be attending and Council's desire to vote on this again.

NEW ORDINANCE AND RESOLUTIONS

None.

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

Mayor Wheeler asked for citizen comments on agenda items only.

Andrea Redmond

Requested of the City the three pickleball nets and six poles from the Rock Gym as Public Works is reviewing the assets.

Sahnika

Inquired if they could expect for the zoning regulations on setbacks be presented and voted on at the next meeting.

Mayor advised possibly not till the April session.

Jackie

Questioned the value of the award of the CHIP program and when will it start.

City Manager Thornton responded the City will have to determine how many homes they will revitalize with the potential \$400,000 reward.

Michael Schaaphok

P.O. Box 442

Stone Mountain, GA

Questioned if JBR Memorial restriping amount of \$74K is correct; thinks it is a high amount.

City Manager Thornton advised will take down his question and respond after the meeting.

Orea Parker

821 Third Street

Stone Mountain, GA

Advised Faith Works In Action will have the draft agreement to the City within a week. Also asked that an estimate be given for the priority list presented by Public Works.

Denise Glenn
789 Fourth Street

Questions about the CHIP program; can it be written by a private entity or must it go through the city and how is it determined who qualifies and then who will choose what residents will get the funding.

City Manager Thornton advised answers to the citizen comments in the future will be posted on the website.

ANNOUNCEMENTS BY THE MAYOR

Council Members and City Manager Thornton gave individual comment.

A citizen comment was taken after the Citizen Comment time.

Sahnika
Asked how it is decided how the \$400,000 award will be split up.

Mayor Wheeler advised the answer will be put on the website. City Manager Thornton advised also the memorandum found in the Agenda Packet concerning the CHIP program is on the website to be viewed.

Mayor Wheeler announced she will have knee surgery and will not be available for the next few meetings. Mayor Wheeler advised Mayor Pro Tem Johnson will be handling the March voting session.

ADJOURNMENT

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

Approved 5-0.

Adjourned at 9:11pm.

Patricia Wheeler, Mayor

Alicia Daniels, Assistant City Clerk

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

DATE : February 26, 2021
TO : Mayor and City Council
FROM: ChaQuias Thornton

RE : Residential Relief Program/Small Business Relief Program

03/02/2021 – REGULAR SESSION – UNFINISHED BUSINESS ITEM A

RESIDENTIAL RELIEF FUND

The Administration has received program reports depicting the expensing of the \$150K in program assistance funds for the Residential Relief Program. Meeting to conduct review of program efforts will be held on Monday or Tuesday the coming week. Review summary will be added as a supplemental to the report documents and the summary and reports will be distributed to Council for review.

BUSINESS RELIEF FUND

Round 1 of the Small Business Relief Fund officially closed at 11:59 on Tuesday, February 23, 2021. As of 02/25/2021 the following is reported:

31 Round 1 finalists were identified after a review of their required documents and a review of their applications against the eligibility criteria. Additionally, a lottery was conducted to identify finalists from the list of eligible commercial businesses. Round 1 finalists will be sent “finalist e-mails”. These e-mails notify recipients that they are finalists and collect information required for funding disbursement. \$195,000 is expected to be disbursed to the 31 Round 1 finalists.

There is \$55,000 available for Round 2 funding. There will be \$22,500 for micro-businesses and \$32,500 for non-profits in Round 2. The open application period for Round 2 will begin on Monday, March 1st, 2021 at 7:00am and will end on March 7th, 2021 at 11:59pm.

Memo: Residential Relief and Small Business Relief Program Update

	Goal	Requests from Eligible Organizations	Goal Met?	Gap
Commercial businesses	\$ 150,000.00	\$315,000.00	Yes	-\$165,000.00
Micro-businesses	\$ 37,500.00	\$15,000.00	No	\$22,500.00
Non-profits	\$ 62,500.00	\$30,000.00	No	\$32,500.00
Total Grant Request From All Applicants		\$ 452,000.00		
<i>Total Number of Applicants</i>		68		
Total Grant Request From Eligible Applicants		\$ 360,000.00		
<i>Total Number of Eligible Applicants</i>		53		
<i>Number of Eligible Commercial Businesses</i> <i>*Note: 20 eligible commercial businesses will receive funding in Round 1</i>		42		
<i>Number of Eligible Micro-businesses</i>		5		
<i>Number of Eligible Non-profits</i>		6		

If Council wanted to consider another phase of commercial (brick and mortar) business funding, an additional \$165,000 is needed to fund the eligible commercial businesses who are not funded in Round 1. Given the appearance of need, the Council may want to consider an additional phase of funding for commercial business assistance.

Thank you,

CMThornton

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

DATE : February 25, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton

RE : Council Policy Topics

03/02/2021 – UNFINISHED BUSINESS ITEM B(a)

Parking

Section 13-64 and 13-65 are removed from the draft with these sections being recommended as considerations within district regulations for parking and within regulations pertaining to nuisance abatement, respectively. With the removal of such sections, the Administration recommends moving this item to New Ordinances and Resolutions during the March 16th, 2021 Work Session for Council's entertainment of a first read.

Zoning Review

City Attorney Jeff Strickland has prepared opinion regarding Zoning District Regulations specifically related to minimum yard (set back) requirements.

ITEM HISTORY

02/16/2021

Council consented to removing Alcohol legislation from Council Policy Topics discussion. The Administration has not received addition comments regarding Graffiti and conversation continues regarding Zoning regulation changes. At last meeting, Council directed the Administration to research a targeted approach to reviewing specific sections or provisions within Zoning regulations. The Administration is continuing to work through both the targeted and the wholistic approach to zoning review.

Request for proposal is being shaped for solicitation of companies, firms or groups that are qualified to perform targeted review. Request for proposal is also drafted for solicitation of companies, firms or groups that are qualified to perform wholistic review of the zoning code. The Administration will provide update on the topics during the meeting session.

Parking revisions are continuing to be reviewed by the Administration. The attached draft of the parking ordinance shows most recent changes under Administrative and Legal.

Memo: Council Policy Topics

02/02/2021 – REGULAR SESSION – UNFINISHED ITEM B.

Alcohol

Per Council consent, this policy item has been removed from the Council agenda until such time as it is necessary to revisit.

Parking

Amendment in the form of a draft ordinance was presented for Council review on 01/19/2021. To-date, no comment has been submitted to the Administration regarding. Please see the attached draft and note continued amendment to **Sec. 13-58. Parking on City streets.**

Zoning – District Regulations

A member of Council has requested that targeted zoning regulations (specifically relative to set backs) be reviewed and considered for amendment in advance of an overall review of the regulations that affect all districts within the City. Mayor Wheeler has directed that the item be added under policy topics for discussion.

01/19/2020 – WORK SESSION – UNFINISHED BUSINESS ITEM B.

Attached, again please find the “Council Policy Discussion Topics” as presented by City Attorney Jeff Strickland in a memo dated 10/20/2020.

Graffiti

Currently, the City’s property maintenance Code has one mention of “graffiti” in Section 5-267(i). – Exterior property requirements, Defacement of Property. Shown, beginning on page 12 of the attached, sections of the Decatur Georgia Code incorporate state law provisions regarding graffiti. Please review.

With regards to enforcement against others for damaging private property, there would need to be a direct involvement of the City’s Police Department to enforce laws damaging private property of another. The attorney expresses the difficulty in catching offenders in the act of committing such crimes.

If the Council wants to consider a program that addresses the removal of graffiti (i.e. some community service program implementation) see page 11 “State law providing Compensation for Criminally Inflicted Property Damage”. However, please note that under state law, no graffiti removal program operated by any political subdivision shall charge any fee to any property owner or operator for removal of graffiti resulting from the unlawful placement of graffiti upon private property by a person who was not the owner of such property.

The Council can also consider the initiation of volunteer groups that would require contact and collaboration with private property owners.

The Administration requests Council direction in the matter of addressing enforcement practices regarding graffiti. Council’s direction will be used to shape policy language.

Memo: Council Policy Topics

The most common question posed to the Administration regarding alcohol legislation is the question surrounding the 50/50 rule. This requirement is specific under state law to licenses who sell on Sundays and cannot be altered or dismissed by local legislation.

With regards to latest state legislation changes relative to alcohol provisions, the only change that the Administration believes may be of consideration by the governing authority is the permitted home delivery of alcohol by an authorized package retailer within the City's jurisdiction. Currently, there has been no interest expressed by local beer/wine/liquor package sale establishments (i.e. convenience stores located within the city) in participating in permissions under these provisions.

The Administration suggests that until such time as is necessary to entertain changes to the City's current alcohol regulations, this policy topic be removed from the agenda.

Parking

The Administration and the City Attorney are preparing initial draft form of document or commentary memo to be completed prior to the work session on Tuesday, January 19th, 2021. Please look forward to receiving form of draft or commentary.

The proposed ordinance changes are relative to implementation of more defined regulations for prohibiting continuous parking in the same place on a City street or public parking area for more than a specific number of days, restrictions for parking on private lots (commercial or multifamily), and for further defining color coded curbing and sign posting regulations to promote public safety, smooth traffic flow, and efficient use of parking areas within the City.

CMThornton

AN ORDINANCE TO AMEND CHAPTER 13 (MOTOR VEHICLES AND TRAFFIC), ARTICLE III (STOPPING, STANDING AND PARKING) OF THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA

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

WHEREAS, the City Council desires to update and amend Chapter 13 (Motor Vehicles and Traffic), Article III (Stopping, Standing and Parking) of The Code of the City of Stone Mountain, Georgia.

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

SECTION 1. Chapter 13 (Motor Vehicles and Traffic), Article III (Stopping, Standing and Parking) of The Code of the City of Stone Mountain, Georgia, is hereby amended as set out in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 2. Exhibit B hereto provides a reprint of the prior Code language being replaced by the language in Exhibit A and is included herein for reference purposes only.

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

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

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

SO ORDAINED this _____ day of _____, 2021.

Patricia Wheeler, Mayor

Attest:

City Clerk

[CITY SEAL]

Approved as to form:

Jeff Strickland, City Attorney

EXHIBIT A

(The “New” Language Being Added)

THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA

CHAPTER 13 – MOTOR VEHICLES AND TRAFFIC

ARTICLE III. – STOPPING, STANDING AND PARKING

Sec. 13-56. – In General

The City recognizes the need to establish regulations for the stopping, standing, and parking of vehicles within the City to promote public safety, smooth traffic flow, and the efficient use of parking space.

- (a) Regulations of parking shall include, but are not limited to, prohibition of parking, the manner of parking, and the time limits of parking as established by resolution or ordinance of the city council.
 - (1) The city council may, by its own action, ratify, modify or repeal any decision made pursuant to this section by the city manager or by the chief of police.
 - (2) The city manager is hereby authorized to set rules for vehicle parking areas or recreational areas owned or leased by the city in order to promote the most effective use of such areas unless specifically designated or restricted by ordinance or state law.
 - (3) The chief of police is hereby authorized to prohibit, restrict, or limit the stopping, standing, or parking of vehicles on any street or portion of a street within the city limits in the interest of public safety unless specifically designated or restricted by ordinance or state law.
 - (4) The DeKalb County Fire Rescue Department or the chief of police may designate any area on public property or private property used for public purposes as a “fire zone” to restrict parking to emergency vehicles only.
- (b) Appropriate permanent or temporary signage, markings, or other devices shall be placed by Public Works or the Police Department. At least one sign shall be erected in each block on each side of the street where parking is either prohibited or restricted. Curb marking colors shall be designated as follows:

-
- (1) *White paint* (or unpainted) shall indicate that parking is allowed, unless otherwise restricted or limited by signage.
 - (2) *Yellow paint* shall indicate that stopping is allowed only long enough to load or unload passengers. Drivers are required to stay with their vehicle.
 - (3) *Red paint* shall indicate a fire zone in which no stopping or standing is allowed except for emergency vehicles.
 - (4) *Blue paint* shall indicate parking for the disabled only. Motorists must have a disabled person parking placard or disabled license plate. The person to whom a placard or plate is issued must be an occupant of the vehicle.
 - (5) Painting of curbs is limited to areas with concrete molded curbing. Granite curbs shall not be painted.
- (c) Unless specified in this Code or under state law, no regulations shall be effective unless appropriate signs, markings, or other devices are erected and in place at the time of any alleged offense.
 - (d) Any person violating the provisions of this article shall be punished as provided by section 1-11 of this Code.

Sec. 13-57. – Compliance with signs, markings, or other devices required.

Parking on streets, in street-side parking spaces, and in any area owned or leased by the city within the city limits of Stone Mountain shall be in compliance with official signs, markings, or other devices.

Sec. 13-58. – Parking on City streets.

- (a) No vehicle may be parked on a City street that does not have current registration pursuant to state law.
- (b) No vehicle showing obvious signs of abandonment or immobility may be parked on a City street. Signs of abandonment or immobility may include, but are not limited to:
 - (1) Flat tire(s);
 - (2) Wrecked or severe damage;
 - (3) Non-pellucid windows due to dirt, tree droppings, or other matter; and
 - (4) Collection of debris under the vehicle.

-
- (c) Vehicles found in violation of this Code section may be removed from a City street in accordance with O.C.G.A. § 40-11-15.

Sec. 13-59. - Parking for certain purposes prohibited.

No person shall park a vehicle upon any roadway for the purpose of:

- (1) Displaying such vehicle for sale;
- (2) Washing, greasing, or degreasing any portion of the vehicle;
- (3) Repairing the vehicle, except for repairs necessitated by a sudden emergency, and in such emergency the vehicle shall be moved or towed away with all due haste; or
- (4) Displaying advertising.

Sec. 13-60. - Parking at recreation facilities.

- (a) *Definition.* Recreational facilities are those facilities within the city, whether owned or leased by the city, which are used as parks, tennis courts, swimming pools, playgrounds, athletic fields, gymnasiums, or any other related type activities.
- (b) *Parking prohibited.* No person shall park in any parking lot or parking area at or for any recreational facility unless such person is actively participating in the use of such recreational facility either as a participant in some activity conducted therein or as an observer thereof.
- (c) *Manner of parking.* No person using a recreational facility shall park any vehicle in any area not designated as a permitted parking area nor shall any person using a recreational facility park any vehicle in such manner as to block the ingress or egress to such facility or parking areas incidental thereto.
- (d) *Exceptions.* The restrictions set forth in this section shall not apply to any city-owned vehicle or any vehicle used by any person engaged in maintenance activities at any recreational facility.

Sec. 13-61. - Parking not to obstruct traffic.

No person shall park any vehicle upon a street in such manner or under such conditions as to leave less than ten feet of the width of the roadway available for the free movement of vehicular traffic.

Sec. 13-62. – Parking surface required.

Parking shall only be allowed on areas surfaced with all-weather materials such as concrete, asphalt, brick, stone, or decorative gravel. No vehicle is permitted to park on grass or

other vegetation unless permitted in applicable district zoning regulations.

Sec. 13-63. - State registration presumption of ownership, responsibility

It shall be presumed that the owner is the registered owner of the vehicle according to state records. The vehicle owner shall be considered responsible for said vehicle, but any person causing or allowing any such vehicle to be left on the public streets in violation of this article shall likewise be guilty and subject to punishment as provided for herein.

Sec. 13-64. — Privately owned parking areas.

Parking on private property zoned for commercial or multi-family use shall have additional restrictions as follows:

(a) — Vehicles shall only be parked in approved marked parking spaces and the number of vehicles parked shall not exceed the number of approved marked parking spaces. Approved parking spaces are defined as those in compliance with Zoning Appendix A, Article VII of this Ordinance.

(b) — Unregistered or unlicensed vehicles are prohibited unless stored in an enclosed structure or fence.

(c) — Immobile vehicles shall be removed from the property within ten (10) business days, unless the vehicle is under active repair at a facility permitted for that use or stored in an enclosed structure. Active repair exemption shall not exceed thirty (30) business days.

(d) — Vehicles may not be stored for more than thirty (30) calendar days unless the associated business has a permitted use for the sale, rental, or long-term storage of vehicles or recreational equipment.

(e) — Nothing in this section shall be interpreted to prohibit a resident of a multi-family property or a business with a vehicle associated with that business from properly parking a functional, properly registered vehicle in a parking lot designated for that resident or business.

Sec. 13-65. — Removal of junk vehicles.

The City may remove and dispose of any discarded, dismantled, wrecked, scrapped, ruined, or junked motor vehicles or parts thereof, when requested by the owner or when such motor vehicles are in such a condition that they constitute a health hazard or unsightly nuisance, notwithstanding the fact that such motor vehicles may be located upon private property pursuant to O.C.G.A. § 36-60-4.

Sees. 13-66 — 13-80. — Reserved.

Secs. 13-64. — 13-80. Reserved.

EXHIBIT B

(The “Old” Language Being Removed)

THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA

CHAPTER 13 – MOTOR VEHICLES AND TRAFFIC

ARTICLE III. – STOPPING, STANDING AND PARKING

Sec. 13-56. - Meaning of curb markings.

The following meanings shall be given to curb markings designating requirements and prohibitions governing parking, standing and stopping:

- (1) White shall indicate the lines wherein vehicles shall park in accordance with the provisions of this chapter.
- (2) Yellow paint shall indicate places where vehicles shall not park.
- (3) Red paint shall indicate loading zones, taxicab zones, and other restrictive regulations indicated by posted signs.
- (4) Blue paint shall indicate bus stops and places where parking is permitted for police vehicles and other city-owned vehicles as indicated by posted signs and in accordance with the provisions of this chapter.

Sec. 13-57. - Parking prohibited at all times on certain streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets described in the schedule kept on file in the city hall, hereby made a part hereof.

Sec. 13-58. - Parking time limited on certain streets.

When signs are erected in each block giving notice thereof, no person shall park a vehicle for longer than the times specified within the district or upon any of the streets described in the schedule kept on file in the city hall, hereby made a part hereof.

Sec. 13-59. - Intersections where stop required.

When signs are erected giving notice thereof, vehicles shall be stopped at the entrances to all intersections described in the schedule kept on file in the city hall, hereby made a part hereof.

Sec. 13-60. - Parking at recreation facilities.

- (a) *Definition.* Recreational facilities are those facilities within the city, whether owned or leased by the city, which are used as parks, tennis courts, swimming pools, playgrounds, athletic fields, gymnasiums, or any other related type activities.
- (b) *Parking prohibited.* No person shall park in any parking lot or parking area provided incidental to any recreational facility unless such person is actively participating in the use of such recreational facility either as a participant in some activity conducted therein or as an observer thereof.
- (c) *Manner of parking.* No person using a recreational facility shall park any vehicle in any area not designated as a permitted parking area nor shall any person using a recreational facility park any vehicle in such manner as to block the ingress or egress to such facility or parking areas incidental thereto.
- (d) *Exceptions.* The restrictions set forth in this section shall not apply to any city-owned vehicle or any vehicle used by any person engaged in maintenance activities at any recreational facility.

Sec. 13-61. - Authority to set rules for vehicle parking areas.

The city manager shall have the authority to set rules for vehicle parking areas owned or leased by the city in order to promote most effective use of the area. Such rules include, but are not limited to, prohibition of parking, manner of parking, and time limits of parking. Rules will be promulgated via appropriate or temporary signage, markings, or other devices.

- (1) The parking of vehicles in lots owned or leased by the city shall be in accordance with rules displayed by permanent or temporary signage, markings, or other devices. Vehicles not in compliance with such rules may be cited and/or removed by any officer authorized to enforce the City Ordinances of Stone Mountain.

Secs. 13-62—13-80. - Reserved.

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

DATE : February 26, 2020
TO : Mayor and City Council
FROM : ChaQuias Thornton

RE : Contract for Services Agreement between the City and Faith Works In Action – Tech-Connect Senior Program - \$7,194.60

03/02/2021 – REGULAR SESSION - NEW BUSINESS ITEM A.

Legal Counsel for the City is currently conducting review of the initial draft of the contract for services as presented to the Administration by Faith Works in Action. It is anticipated that comments and suggested edits will be ready to review by FWIA representatives in the earlier part of the coming week. It is also anticipated that a draft will be ready for presentation to Council in advance of the 03/16/2021 work session of Mayor and Council.

ITEM HISTORY

02/16/2021 – WORK SESSION – NEW BUSINESS ITEM A.

On Thursday, February 11, 2021 Mayor Wheeler and City Manager Thornton (the Administration) conducted meeting with Reverend Orea Parker to discuss preparation of the Contract document. Mrs. Thornton advised Rev. Parker of the necessary considerations of the contract and is to provide Rev. Parker with a template of the document. Within the document, Rev. Parker (as representative of FWIA) is to “speak to” the following proposed considerations:

1. City responsibilities under the contract
 - a. Funding
 - b. Advertising/publication of the program
2. FWIA’s administrative responsibilities under the contract
 - a. Present application form and criteria
 - b. Administer application intake and review
 - c. Administer selection process
 - d. Maintain record of applications filed with the program and applicable documentation that serves as verification of program eligibility for program benefit recipients
3. FWIA’s provision of benefits under the contract
 - a. Distribution of award
 - i. Thirty (30) 8’ Tablets
 - ii. 2 year Extended Warranty for each device
 - iii. Thirty (30) Internet Service connections – 1 year subscription/ea

Memo: Contract for Services between the City and Faith Works in Action

- iv. Technical Assistance/Training for use of devices
- 4. Termination considerations
 - Recommended consideration is that the term is set to end 12/31/2021.

The City will be responsible for establishing introduction language for the contract that speaks to the intent of the program and program benefit to the public.

Draft of the document is not expected to be ready in advance of the 02/16/2021 work session of Council. However, FWIA and the Administration and Legal offices of the City will work to have draft presented to Council for review in advance of the 03/02/2021 regular session of Council.

02/02/2021 – Mayor and Council voted to approve the proposal for funding as submitted by Faith Works In Action. Direction was given to the Administration to move forward with preparation of a relative Contract Services document.

01/19/2021 - WORK SESSION -NEW BUSINESS ITEM A

Council discussed with Rev. Orea Parker, the request for funding proposal. Aspects of the proposed program were discussed which included but, are not limited to:

- Administration of program awards
- Selection of award recipients
- Management of asset after award
- Other entities from which funding had been solicited

On 12/20/2020 the Administration submitted information to Council regarding the request for funding proposal as submitted by Rev. Orea Parker on behalf of Faith Works In Action (FWIA) and for FWIA's Tech-Connect Senior Program initiative.

The following is a recapitulation of the correspondence forwarded to Council:

Attached, please find documentation presenting program request submitted by Reverend Orea Parker, requesting City support of the Faith Works in Action, Inc. Senior Technology Project. The company is a Domestic Non-Profit Corporation registered with the Georgia Secretary of State and is in Active/Compliance Business Status. FYI. I have asked Reverend Parker to supply a breakdown of the estimated program cost of \$7,000.

Please review and submit thoughts, questions, and/or concerns. Your submittals will be relayed to the requestor for answers or comments. With Council consent of interest in support, the item will be placed on the January 2021 work session agenda scheduled for January 19th 2021. If Council would like more expedient consideration [discussion] of the item, it can be placed on the upcoming regular session agenda as a request to add by unanimous consent. Please offer your preference. A majority preference will serve as the Council's pleasure in whether the item will be presented during the regular session agenda for 01/05/2021 or held for the work session agenda for 01/19/2021.

Memo: Contract for Services between the City and Faith Works in Action

Please contact me if you should have any questions regarding this correspondence. I will work to respond to questions during the coming week of 12/21/2020.

On 12/21/2020 the Administration submitted revised proposal as received by Reverend Parker, with a budgetary break-down of the program attached.

To-date, I have received one inquiry regarding other entities that have been solicited for providing funds to the program. Verbal inquiries have been expressed regarding the selection process for program awards and regarding the process for offering educational sessions on use of the devices awarded within the program. I have presented the questions to Reverend Parker.

01/19/2021 - WORK SESSION -NEW BUSINESS ITEM A.

The item is scheduled to be discussed as New Business Item A during the January 2021 work session of Mayor and Council. Administration's course moving forward will be determined by the direction of Council provided during this session. In the instance that Council should consent to move forward with drafting of services agreement for the program, the Administration and Attorney Strickland will move forward with drafting a form of agreement that reflects the expectations of the program and the responsibilities of each party to the agreement, and that serves to act in accordance with all local, state, and federal regulations regarding such agreements.

Please feel free to contact me if you should have any questions or concerns regarding this matter.

CMThornton

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

DATE : February 12, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton
RE : GMA Capital Lease – 2 Police Pursuit Vehicles and Relative Equipment

On 02/08/2021, I presented to Council via email, the recommended terms for lease purchase of tow (2) capital outlay vehicles for the City’s Police Department.

Please see the attached Georgia Municipal Association (GMA) lease agreement, as proposed, for purchase of 2 Dodge Charger Police Pursuit Vehicles and relative Equipment and Outfitting. The item is set for formal presentation to Council during the 02/16/2021 work session of Council with consideration of approval to be conducted during the 03/02/2021 regular session of Council. I did mention to Council that I would send the proposed lease agreement to you for review ahead of the 02/16/2021 work session, just in case the item might need to be placed on a special called agenda if the timeline for closing the lease warrants a special called. I do not anticipate that this scenario would need to be implemented.

The recommended lease term is 4 years at 2.83%. The amount financed is approximately \$88,970.18. Pages 9-10 depicts the amortization table for the recommended term. Payoff under the proposed terms would yield total payment of \$94,205.64 with \$5,235.46 being paid in interest payments over the life of the lease.

Rate quotes for lease agreements through GMA expire after thirty days and leases are to be secured within 60 days of initial purchase of the capital assets to be acquired under the lease. A March 2nd, 2021 lease approval date will suffice to ensure the rate quoted at the February 4th, 2021 presentation of the lease option.

FOUR YEAR LEASE

GMA Lease - 2021 Dodge Charger Pursuit Vehicles, Equipment and Outfitting				
Akins Ford	2021 Dodge Charge Pursuit	2	25,170.00	50,340.00
Interceptor	Outfitting	2	10,108.82	20,217.64
Motorola Solutions	Radios	2	2,742.44	5,484.88
AKO Signs	Graphics	2	400.00	800.00
Stone Mountain Body Shop	Paint Doors	2	750.00	1,500.00
CDW-G	Toughbooks, Printers, Cables (2ea.)		6,469.66	6,469.66
Axon	2 Cameras (Hardware/Install)		4,158.00	4,158.00
TOTAL			\$	88,970.18

The City took delivery of the vehicles on Friday, February 5th, 2021. Therefore, lease must be closed by April 5th, 2021. Under the current schedule, there will be approximately one month between Council consideration of approval and the deadline for loan closing.

Since submittal of the lease documents to Council for review on 02/08/2021, I have received question regarding a comparison of cash purchase and opting to lease. I did submit email response to Council explaining the Administration's recommendation to continue purchase through lease. This method of purchase helps to maintain cash flow and cash reserves in times when the collection of revenues and scenarios for expense are unprecedented or unpredictable. Council initially approved purchase of the vehicles through lease during December 2020 adoption of the FY2021 budget, with an appropriation of lease proceeds funding and offsetting capital outlay – vehicle expense. As I have continued to monitor the City's financial condition, I suggest that Council maintain its initial course towards lease purchase.

Please feel free to contact me if you should have any questions or concerns regarding the lease as proposed.

CMThornton



President
Vince Williams
Mayor, Union City

First Vice President
Jim Thornton
Mayor, LaGrange

Second Vice President
Julie Smith
Mayor, Tifton

Third Vice President
Michelle Cooper Kelly
Mayor Pro Tem, Marietta

Immediate Past President
Phil Best
Mayor, Dublin

Executive Director
Larry H. Hanson

February 4, 2021

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

RE: Direct Installment Program

Dear Ms. Thornton:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by March 10, 2021 to guarantee the 2.83% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

Darin Jenkins
Director of Financial Services

/DJ
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. The lender will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated August 30, 2001, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **Definitions.** Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. **Property.** The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. **Lease Payments.** The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. **Term of Lease.** The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. **Agreements, Representations and Warranties.** Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
 - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Stone Mountain 875 Main Street Stone Mountain GA 30083 Attn: City Manager (770) 498-8984	Enclosed	\$88,970.18

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Magnolia Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)

City of Stone Mountain

Signed By: _____
City Manager or Mayor

Print Name: _____

Attested By: _____
City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____
Executive Director

Attested By: _____
Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
(2) Dodge Chargers w/ Equipment		\$88,970.18

Payment Amortization Report

Customer: City of Stone Mountain

Interest Rate: 2.8300%

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	3/21	0.00	0.00	0.00	86,970.18	0.00	0.00	86,970.18
1	4/21	1,962.62	1,752.80	209.82	87,217.38	209.82	0.00	87,217.38
2	5/21	1,962.62	1,756.93	205.69	85,460.45	205.69	0.00	85,460.45
3	6/21	1,962.62	1,761.07	201.54	83,699.38	201.54	0.00	83,699.38
4	7/21	1,962.62	1,765.23	197.39	81,934.15	197.39	0.00	81,934.15
5	8/21	1,962.62	1,769.39	193.23	80,164.77	193.23	0.00	80,164.77
6	9/21	1,962.62	1,773.56	189.06	78,391.20	189.06	0.00	78,391.20
7	10/21	1,962.62	1,777.74	184.87	76,613.46	184.87	0.00	76,613.46
8	11/21	1,962.62	1,781.94	180.68	74,831.52	180.68	0.00	74,831.52
9	12/21	1,962.62	1,786.14	176.48	73,045.38	176.48	0.00	73,045.38
	2021	17,663.56	15,924.80	1,738.76		1,738.76		
10	1/22	1,962.62	1,790.35	172.27	71,255.03	172.27	0.00	71,255.03
11	2/22	1,962.62	1,794.57	168.04	69,460.45	168.04	0.00	69,460.45
12	3/22	1,962.62	1,798.81	163.81	67,661.65	163.81	0.00	67,661.65
13	4/22	1,962.62	1,803.05	159.57	65,858.60	159.57	0.00	65,858.60
14	5/22	1,962.62	1,807.30	155.32	64,051.30	155.32	0.00	64,051.30
15	6/22	1,962.62	1,811.56	151.05	62,239.74	151.05	0.00	62,239.74
16	7/22	1,962.62	1,815.84	146.78	60,423.90	146.78	0.00	60,423.90
17	8/22	1,962.62	1,820.12	142.50	58,603.78	142.50	0.00	58,603.78
18	9/22	1,962.62	1,824.41	138.21	56,779.37	138.21	0.00	56,779.37
19	10/22	1,962.62	1,828.71	133.90	54,950.66	133.90	0.00	54,950.66
20	11/22	1,962.62	1,833.03	129.59	53,117.63	129.59	0.00	53,117.63
21	12/22	1,962.62	1,837.35	125.27	51,280.29	125.27	0.00	51,280.29
	2022	23,551.41	21,765.10	1,786.31		1,786.31		
22	1/23	1,962.62	1,841.68	120.94	49,438.60	120.94	0.00	49,438.60
23	2/23	1,962.62	1,846.02	116.59	47,592.58	116.59	0.00	47,592.58
24	3/23	1,962.62	1,850.38	112.24	45,742.20	112.24	0.00	45,742.20
25	4/23	1,962.62	1,854.74	107.88	43,887.46	107.88	0.00	43,887.46
26	5/23	1,962.62	1,859.12	103.50	42,028.34	103.50	0.00	42,028.34
27	6/23	1,962.62	1,863.50	99.12	40,164.84	99.12	0.00	40,164.84
28	7/23	1,962.62	1,867.90	94.72	38,296.95	94.72	0.00	38,296.95
29	8/23	1,962.62	1,872.30	90.32	36,424.65	90.32	0.00	36,424.65
30	9/23	1,962.62	1,876.72	85.90	34,547.93	85.90	0.00	34,547.93
31	10/23	1,962.62	1,881.14	81.48	32,666.79	81.48	0.00	32,666.79
32	11/23	1,962.62	1,885.58	77.04	30,781.21	77.04	0.00	30,781.21
33	12/23	1,962.62	1,890.03	72.59	28,891.19	72.59	0.00	28,891.19
	2023	23,551.41	22,389.10	1,162.31		1,162.31		

Payment Amortization Report

Customer: City of Stone Mountain

Interest Rate: 2.8300%

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	1/24	1,962.62	1,894.48	68.14	26,996.70	68.14	0.00	26,996.70
35	2/24	1,962.62	1,898.95	63.67	25,097.75	63.67	0.00	25,097.75
36	3/24	1,962.62	1,903.43	59.19	23,194.32	59.19	0.00	23,194.32
37	4/24	1,962.62	1,907.92	54.70	21,286.41	54.70	0.00	21,286.41
38	5/24	1,962.62	1,912.42	50.20	19,373.99	50.20	0.00	19,373.99
39	6/24	1,962.62	1,916.93	45.69	17,457.06	45.69	0.00	17,457.06
40	7/24	1,962.62	1,921.45	41.17	15,535.61	41.17	0.00	15,535.61
41	8/24	1,962.62	1,925.98	36.64	13,609.64	36.64	0.00	13,609.64
42	9/24	1,962.62	1,930.52	32.10	11,679.11	32.10	0.00	11,679.11
43	10/24	1,962.62	1,935.07	27.54	9,744.04	27.54	0.00	9,744.04
44	11/24	1,962.62	1,939.64	22.98	7,804.40	22.98	0.00	7,804.40
45	12/24	1,962.62	1,944.21	18.41	5,860.19	18.41	0.00	5,860.19
	2024	23,551.41	23,031.00	520.41		520.41		
46	1/25	1,962.62	1,948.80	13.82	3,911.39	13.82	0.00	3,911.39
47	2/25	1,962.62	1,953.39	9.22	1,958.00	9.22	0.00	1,958.00
48	3/25	1,962.62	1,958.00	4.62	0.00	4.62	0.00	0.00
	2025	5,887.85	5,860.19	27.66		27.66		
Totals:		94,205.64	88,970.18	5,235.46		5,235.46		

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated August, 30, 2001 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Stone Mountain (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Stone Mountain

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of August 30, 2001, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The _____ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for (2) Dodge Chargers w/ Equipment (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check applicable box)

An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Stone Mountain, Georgia (the "City"), and that the foregoing is a true copy of the Resolution or, Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk

MEMORANDUM

DATE: February 12, 2021

TO: Mayor and City Council

FROM: Chakira Johnson, Mayor Pro Tem

RE: Stone Mountain Community Garden Committee

Mayor and Council, pursuant to the adoption of Ordinance 2021-01 to create a Committee to Operate and Maintain the Stone Mountain Community Garden at VFW Park on February 2, 2021; I am submitting the following names to be considered for appointment to the committee. These members meet the requirements established in the ordinance and have expressed an interest in serving. If these names are acceptable a letter of interest and background will be provided.

- a. Columbus Brown – DeKalb Extension Master Gardener and Site Lead
- b. Juliana Pierre – DeKalb Extension Master Gardener
- c. Pat Sabatelle – Resident and Community Garden Representative for the Stone Mountain Woman’s Club
- d. Chakira Johnson – Resident and previous manager of the Community Garden

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

DATE : February 25, 2021
TO : Mayor and City Council
FROM: City Manager ChaQuias Thornton
RE : Community HOME Investment Program (CHIP) Application Recommendation

03/02/2021 – NEW BUSINESS ITEM D.

The Administration requests the formal consent of Council to move forward with the draft of policy and program items the Administration deems relevant to the City's proposed 2022 program cycle submittal of the Community HOME Investment Program (CHIP) application.

Please see the attached for policy and program recommendations.

ITEM HISTORY

02/16/2021 – NEW BUSINESS ITEM D.

After January 25th, 2021 submittal of the attached memorandum containing Administration's recommendation regarding the Community HOME Investment Program Application, the item has been added as a discussion item on the 02/16/2021 work session agenda.

Please see the attached memorandum.

Thank you,

CMThornton

MEMORANDUM

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

DATE : January 25, 2021
TO : Mayor and City Council
FROM : ChaQuias Thornton

RE : Community HOME Investment Program (CHIP) Application Recommendation

In mid-November 2020, a local resident inquired about the City's potential application for the Georgia Department of Community Affairs (DCA) Community HOME Investment Program (CHIP) grant program. At that time, the Administration engaged in reviewing the program specifics which included:

- Program requirements
- Application procedures (required documentation, reports of analysis, current local government program plans and initiatives, and policy requirements)
- Application Deadline and Application Fees
- Scoring criteria
- After award specifics for project implementation under the program
- Administrative responsibilities of the program

Administration's review was conducted to determine several things:

Purpose for Seeking CHIP Funding

The purpose of the Community HOME Investment Program (CHIP) is to provide safe, decent, and affordable housing in Georgia by granting funds to city and county governments, public housing authorities, and nonprofits to 1.) rehabilitate owner-occupied homes and 2.) build and renovate affordable single-family homes for sale to eligible homebuyers.

Because the City has a limited bank of developable property, that is City owned, for construction or reconstruction of single-family homes for sale to eligible homebuyers and has a substantial need for rehabilitation activity, the Administration would recommend seeking rehabilitation activity funding when applying for future CHIP program funds.

The owner-occupied rehabilitation program funds are 0% deferred payment loans that are forgivable if the homeowners maintain the home as primary residence for five (5) years.

Local Governing Eligibility

Program applicants are State Recipients or Subrecipients of the Georgia Housing and Finance Authority HOME funds. State Recipients are a unit of general local government designated by a State to receive HOME funds from a State. Eligible applicant entities include local governments and therefore, the City of Stone Mountain would be eligible to apply.

Memo: Community HOME Investment Program (CHIP) Application Recommendation

Level of Resources and Ability to Administer the Application Process and After Award Implementation of the Program

As required by program provisions, the applicant (the City) has to demonstrate the capacity to carry out the proposed development by having either staff or entities under contract with relevant experience in completing administration of other development of similar nature and scope. The City of Stone Mountain has not administered CHIP awards or other funding awards for local housing rehabilitation initiatives.

Also, as required by program provisions the applicant must not be out of material compliance or disqualified from any program administered by DCA or under debarment, proposed debarment or suspension by a federal agency. The City of Stone Mountain is in compliance with eligibility requirements as a Qualified Local Government to apply for and to administer DCA and other funding programs for which it meets program requirements.

With regards to the City's capacity to administer the program and its readiness to proceed in the instance of award, the application would receive additional scoring points if a member of the grant administration team has administered CHIP award in the last 5 years with no remaining fund balances as of the January deadline for application. Being that the City has not received CHIP award, and would want to increase its application scoring, the City might want to consider soliciting and engaging a project specific grant consultant with successful CHIP or other housing assistance funding administration for initial application. Current Administrative staff is capable, in and of itself, of after-award implementation of the program and may then only engage the program consultant for tasks like certifying program reports for reporting requirements. Again, this engagement would be for initial application only.

In any instance, the City would be able to credit experience in such program for applications moving forward. Resume of City Administrations previous experience in administering CDBG, TEA, and other grant program awards will be coupled with the engaged administrator's or DDA Director's resume to strengthen the application's competitiveness.

Determination of Target Area

Bonus points are also rendered for rehabilitation activities that show the highest number of units served in the program. For example, a \$400,000 award that would serve 6 housing rehabilitation projects would be weighed more than an application that would serve 4 housing rehabilitation projects.

The application should define a target area, with geographic priority given to an underserved area, and then to any federally declared disaster area. Although application for rehabilitation funds requires that homeowners must meet the income thresholds of less than 80% of the average median income for the County, applications will receive points for providing owner-occupied rehabilitation to households that do not exceed 50% of the area median income.

When determining the target area, the City should consider any area that includes owner-occupied housing as opposed to one that includes heavy renter-occupied housing. Additionally, the target area should be predominately single-family housing oriented as opposed to multifamily housing oriented. An additional consideration in choosing a specific target area of the City is that the overall effect of the project is better realized if project efforts are

concentrated within a specific area. Other specific areas identified can be targeted in future applications.

Analysis of the defined target area can be done beforehand of application submittal to determine average cost of rehabilitation efforts within the area. This analysis would look at current housing conditions, prior and recent rehabilitation activity within the project area, property and zoning regulations specific to the target area, etc.

Additionally, the Administration recommends active community engagement within the target area once an area has been defined. Educating the area on the program prior to application submittal would prove beneficial in the success of program implementation and completion after award. Program success will be based on home-owner "buy-in" of the program.

The City's Ability to be Competitive in the Application Process for Potential Award

DCA will award \$400,000 per application for housing rehabilitation of owner-occupied homes. Only Six (6) awards statewide are made to the top scoring applications for the owner-occupied housing rehabilitation activity. In addition, three (3) awards will be made at DCA's discretion to new CHIP applicants for owner-occupied rehabilitation.

For the housing rehabilitation program, funds will be awarded to rehabilitate existing owner-occupied single-family units. Homeowners must meet income thresholds of less than eighty percent (80%) of the average median income for the County. All funded properties must meet certain property standards such as:

- HUD's Uniform Physical Condition Standards (UPSC)
- Applicable Local Code (including state codes), rehabilitation standards, ordinances, and zoning ordinances

Because the City has not received a CHIP program award in the last ten years, the Administration would recommend seeking funds through the three (3) set aside awards for communities that have not received CHIP or State funded Community Development Block Grant (CDBG grant) in the last ten years. This funding is set aside for cities or counties that are motivated to improve their communities but have not received state funding for housing assistance in the last ten years. Note: The City has received CDBG funds in the last ten years but, the funding award was not for housing assistance.

With consideration for set aside funding, the DCA will be looking for innovative or supportive activities that provide community-wide improvements and for documentation of the same. These activities can include:

- Community clean-up for underserved neighborhoods
- Code enforcement for blighted properties
- Downtown development engagement in the community

Although the members of the community have, in previous years, collaborated in local clean-up initiatives, the initiatives that serve to benefit scoring increase for competitive application will need to be documented, consistent, and show local government engagement in the activity.

The DCA will be looking for a detailed narrative with supporting photos and documentation to substantiate community improvement efforts with the following criteria in mind:

- Engagement of community participation
- Support of economically distressed areas
- Assistance to unserved or underserved low- and moderate-income persons
- Government partnerships with local organizations for community development initiative

ADMINISTRATIVE RECOMMENDATIONS

After thorough review, it is the Administration's position that the City forgo application submittal in the current cycle and prepare itself to submit application in the upcoming cycle to begin with the issuance of a Notice of Funding Award in September 2021. The Administration recommends the City consider doing the following in preparation of the next funding cycle:

1. Enact local policy specific to rehabilitation and blight removal.
Current code has limited policy language regarding blight removal. Outside of the current property maintenance Code, the City does not speak to the City's engagement in rehabilitation efforts throughout the City except from an enforcement standpoint.
2. Implement a local community clean-up initiative with the local government engagement commitment stated by resolution of Mayor and Council.
3. Ahead of the application submittal, engage the public regarding rehabilitation program initiatives. The program only works when potential local applicants, within the specified target areas are willing to participate in the program. This pre-engagement prior to application helps to increase competitiveness.
4. Be conscious to include housing rehabilitation and establishment of a community redevelopment plan as program initiatives within the City's 2021 Comprehensive Plan Update.
5. Engage a project specific grant administrator who can team with the City's administration in the process. Although scoring criteria points are given for entities that have not been awarded CHIP funding in the last 10 years, entities are also scored on a higher level when some member of the grant administration's team has administered past, successful CHIP awards. This engagement might only be necessary for first time application. Contractual engagement would need to be accomplished at least 30 days prior to grant application submittal.
6. Consideration of commitment to participate in the Georgia Initiative for Community Housing (GICH) program. The GICH program offers communities a three-year program of collaboration and technical assistance related to housing and community development. The objective of the initiative is to help communities create and launch a locally based plan to meet their housing needs. Some entities

have accomplished the following activities by participating in GICH:

- Targeted a distressed neighborhood for revitalization
- Developed multi-family tax credit apartments
- Redeveloped a failed subdivision
- Revised out-dated codes and ordinances and adopted new ones
- Increased code enforcement
- Removed abandoned or dilapidated homes
- Created a Land Bank Authority or Community Land Trust
- Obtained first CDBG and CHIP grants
- Developed a rehabilitation program
- Provided housing counseling and down payment assistance
- Completed sewer/water infrastructure improvements
- Wrote and adopted an Urban Redevelopment Plan
- Created a Redevelopment Authority
- Obtained Opportunity Zone designation
- Conducted a housing assessment and windshield survey
- Partnered with Habitat for Humanity, Rebuilding Together, Work Camp, churches
- Convened neighborhood clean-up days
- Established neighborhood watch programs
- Launched an education/public awareness campaign

In preparation of 3rd to 4th quarter 2021 submittal for the 2022 round of CHIP funding, the Administration proposes the following policy adoptions:

1. Blight Ordinance
In the instance that City seeks to receive development/redevelopment, construction/reconstruction funding through the CHIP or other housing assistance funding program opportunities. A blight ordinance will also serve to assist in remedying scenarios of blight within the community by spelling out specific processes for declaring derelict or blighted property and for providing enforcement activity such as tax increases for properties due to the condition of such properties.
2. Resolution, resolving the City's commitment to housing rehabilitation within the City
3. Resolution, resolving the City's implementation of a Community Clean Up Program initiative

Please feel free to contact me if you should have any questions or concerns regarding the information and/or recommendations contained within this memorandum. I am excited to move toward solidifying the City's ability to be competitive in its future application for CHIP funds.

ChaQuias Miller Thornton
City Manager

Memo: Community HOME Investment Program (CHIP) Application Recommendation

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

DATE : February 25, 2021
TO : Mayor and City Council
FROM : City Manager ChaQuias Thornton
RE : Wholesome Wave Georgia – Georgia Fresh for Less Program Agreement

03/02/2021 – NEW BUSINESS ITEM E.

See proposed agreement attached.

ITEM HISTORY:

Agreement last approved March 2020.

02/16/2021 WORK SESSION – NEW BUSINESS ITEM E.

Wholesome Wave Georgia offers monetary assistance to certain farmer's markets/farms in connection with the Georgia fresh for Less (GF4L) Program. This program matches SNAP/EBT dollars for the purchase of foods that are SNAP eligible and for Fruits and Vegetables. The matching funds, known as federal nutrition assistance (FNA) dollars, are matched up to a maximum amount of \$50 per customer per market day.

In order for the City of Stone Mountain's Farmer's Market to participate in the GF4L program and to use the monetary assistance provided by WWG, the City must execute the Georgia Fresh for Less Program Participation Agreement (attached), and therefore agree to the terms as presented in the agreement.

1. The City is to comply with the guidelines found in the attached GF4L Information Packet (attached).
2. Term of the agreement is execution date through November 30, 2021.
3. Fund distribution is made in accordance with approved amounts found in the GF4L Budget, and in accordance to procedures contained within the Partner Site Budget and Network Fee Guidelines.
4. City's Farmer's Market is given limited use of trademarks, logo's, etc. owned by Wholesome Wave Georgia.
5. Obligation to protect confidential or proprietary information obtained during program participation.
6. Representation and guarantee that the City will comply with all applicable federal, state, and local laws, etc. in performance of the obligations of the agreement.

Memo: Wholesome Wave Georgia – Georgia Fresh for Less Program Agreement

7. Hold harmless statement.
8. WWG's liability to the City is limited to the amount of funds reimbursed by WWG to the City.
9. Prohibition to delegate performance of the terms of the agreement to any other person or entity, unless consented to beforehand by WWG. Other provisions as listed.

The Farmer's Market has operated under this agreement for the past several market seasons. In 2019, the event was assigned under Fund 02 Visitors Center and the City's Tourism Manager Kim Cumbie will continue to administer the City's Farmer's Market partnership with Wholesome Wave Georgia, provided Council approval of the GF4L program agreement. As approved, the City's required Network Fee for program participation is \$50 – which will be due and payable by December 31, 2021. A required "buy-in" fee of \$50 will be submitted immediately following Council approval of the Agreement.

To-date, plans have been made to host the Farmer's Market in June – August of 2021.

Please feel free to contact myself or Tourism Manager Kim Cumbie if you should have any questions or concerns prior to the regular session meeting scheduled for Tuesday, March 2, 2021.

Thank you,

CMThornton

wholesome wave georgia

Board of Directors

Kristie Abney, Chair
Full Plate Real Estate

Ed Seiber, Vice Chair
Seiber Design

Myles Emmert,
Treasurer
Bennett Thrasher

Yvonne Dodd,
Secretary
EviD Consulting

Paul Calvert
Partner, Ticonderoga Club

Terri Hirsh
Community Volunteer

Elizabeth Jump
Integrative Health Coach

Todd Richards
Richards' Southern Fried

Sarah Yates
Sutherland
Community Volunteer

Ben Tompkins
Emory University

Rebecca Wallace
Founder, RTW
Communications

Zach Walldorff
JM Williams Contractors

Chris Willett
Janney Montgomery Scott

Woodie Wisebram
Community Volunteer

David Yankey
Director, Carter at The Met

January 12, 2021

Kim Cumbie
Stone Mountain Farmers Market

Dear Kim:

Wholesome Wave Georgia (WWG) is pleased to invite you to join the Georgia Fresh for Less (GF4L) program this year. As a GF4L Partner Site, your organization will join a network of other farmers, markets and retailers throughout Georgia that work together to help make fresh, locally grown foods more affordable and available to those most in need. This program is partially funded through a United States Department of Agriculture Food Insecurity Nutrition Incentive Program Grant, award number 2018-70025-28167.

Stone Mountain Farmers Market's **2021 GF4L Budget is \$750** and projected **Network Fee is \$50**. The "**Network Fee**" is the GF4L Partner Site's participation requirement for 2021. A "buy-in" payment of \$50 is due by February 26, 2021. The remainder of the Network Fee will be due by December 31, 2021 and will be based on actual incentive redeemed.

The **GF4L Program Participation Agreement** can be found below. Review the terms carefully, sign, and return it by January 31, 2021. By signing the agreement, you agree to allow its terms to govern the relationship between your site and WWG. **It is of the utmost importance that you understand the terms outlined below and adhere to them in order to remain in good standing with WWG and with the SNAP program.** It is your responsibility to ensure that your site staff and vendors understand what is required of them as well.

We also encourage you to review and bookmark the [GF4L Toolkit](#), which contains detailed information about GF4L and resources to help your site operate the program successfully. Additional resources can be found on the [GF4L Partner Resources Drive](#).

We thank you for being part of the WWG community and look forward to a very successful year. Please feel free to reach out to us if you have any questions regarding the program.

Sincerely,



Will Sellers
Executive Director
Wholesome Wave Georgia

Georgia Fresh for Less 2021 Partner Agreement
Issued by Wholesome Wave Georgia
For the period of January 1, 2021 thru November 30, 2021

This program is funded by a United States Department of Agriculture
Food Insecurity Nutrition Incentive Program Award: #2018-70025-28167

After completing and signing the Agreement, this entire document must be submitted to the SNAP Retailer Service Center via the USDA online SNAP authorization portal. This process can take as long as 30 days and the Partner Site cannot begin the incentive program (Georgia Fresh for Less) without completing this step.

EXHIBIT A
GEORGIA FRESH FOR LESS PARTNER SITE INFORMATION PACKET

Complete the following fields based on the most current information available.

Retailer Name(s) (include any business entities that you may operate under):

Street address:

Mailing address:

FNS number:

Days and hours of operation:

Site opening date (MM/DD/YYYY):

Site closing date (MM/DD/YYYY):

Type of incentive offered (either token or discount method):

EXHIBIT B
GEORGIA FRESH FOR LESS PROGRAM REQUIREMENTS AND POLICIES

Georgia Fresh for Less Program Requirements

I. Section 1. Wholesome Wave Georgia Reselling Policy

Wholesome Wave Georgia recognizes that there are barriers to having a produce inventory that is 100% producer-only and that not all partner outlets are able to meet this requirement. GF4L Partner Sites are required to submit and adhere to a reselling policy (see below) that is aligned with WWG's mission to support low-income families and Georgia farmers.

In response to requests from partner Sites for clear guidelines around Wholesome Wave Georgia's reselling policy, the following policy has taken effect since January of 2017:

- a. All new WWG Partner Sites are required to submit a Reseller Policy to WWG by **January 31, 2021** to the GF4L Program Manager, Alex Duncan, at alex@wholesomewavegeorgia.org.
- b. In the case that a Partner Site does not have a Reseller Policy, WWG will work with the Partner Site to create one, sharing examples from other sites.
- c. The GF4L Program Manager reviews all Reseller Policies to ensure alignment with WWG's mission of supporting both low-income customers and Georgia growers.
- d. In the case that a Site's Reseller Policy misaligns with WWG's mission, WWG will work with the Site to develop a policy that meets the guidelines.
- e. Reseller policies for established Partner Sites will carry over year after year unless the Partner Site requests to submit changes.
- f. Partners are required to notify WWG of any changes to their Reseller Policy. Any changes to the policy must be approved according to WWG's scoring rubric.

II. Section 2. Wholesome Wave Georgia Customer Guidelines

Partner Sites are required to adhere to all SNAP customer guidelines, including:

- a. All Partner Site customers shopping with SNAP(Food Stamps) benefits are customers of the Georgia Fresh For Less program. Partner Sites may only match other forms of federal nutrition assistance, such as WIC vouchers, on a case-by-case basis, with written approval from the GF4L Program Manager at Wholesome Wave Georgia.
- b. The maximum amount of federal nutrition assistance (FNA) dollars allowed to be matched by WWG Partner Sites is \$50 per customer per day. If \$50 in FNA dollars are matched with \$50 in nutrition incentives, the customer has \$100 total to spend at the Partner Site.
 - i. This cap does not apply to CSA programs.
- c. There will be no cash provided back on any purchases under the GF4L program.

- d. SNAP/EBT Tokens and EBT cards may only be used to purchase foods that are SNAP eligible. This excludes hot foods intended to be consumed on-site as well as any non-food products. For a list of SNAP eligible items please visit this link:
<http://www.fns.usda.gov/snap/retailers/eligible.html>
- e. GF4L Fruit and Vegetable tokens and the 50% GF4L discount may only be applied to fresh, frozen, canned, or dried fruits or vegetables with no additional additives beyond the fruit or vegetable itself. If there are ever any questions about an item's eligibility, contact the GF4L Program Manager or email GF4L@wholesomewavegeorgia.org.
- f. Any unused portion of a customer's SNAP/EBT tokens can be refunded back onto the customer's EBT card. Unused F&V tokens may not be refunded.

III. Section 3. GF4L Program Administration Requirements

All Partner Sites must operate in accordance with the following program administration requirement:

- i. Partner Sites must only accept SNAP/EBT tokens at their booths for acceptable items as defined here: <http://www.fns.usda.gov/snap/retailers/eligible.htm>. Any partner site found to be in violation of this policy will be given one warning. If the partner Site continues to allow non-SNAP eligible items to be accepted, WWG is required to report the Site to Georgia Division of Family and Children Services (GA DFCS). At this time, the Site will be removed from the GF4L program and may lose the right to accept EBT at the discretion of GA DFCS.

GF4L Incentive may be earned and distributed one of two ways, depending on the Site's model of operations:

b. Multi-vendor market operations utilizing a token system

- i. SNAP processing occurs at the Site information table and is handled by the Site manager.
- ii. Site manager instructs the customer about the program, making sure to follow the Program Requirements and WWG Customer Guidelines, above.
- iii. Site Manager distributes matching amounts of SNAP/EBT and GF4L Fruit and Vegetable tokens to customer, **up to \$50 in GF4L Fruit and Vegetable tokens per customer** per day (\$50 of the value is from the EBT card transaction and the other \$50 being the incentive portion covered by WWG).
- iv. Partner Sites are required to purchase SNAP/EBT tokens that are unique to their Site and unable to be easily reproduced. All tokens must signify the name of the Site, the dollar amount, and that they are used for SNAP/EBT only (to differentiate between tokens that may be used for credit/debit or other programs). Poker chips, tickets, or other non-unique tokens are not acceptable for use with GF4L. Partner Sites who do not comply with token requirements are subject to removal from the GF4L program.

- v. WWG will provide GF4L Fruit and Vegetable tokens. It is the Site's responsibility to track their inventory of tokens and provide 2 weeks' advance notice if additional tokens will be required.
- vi. For transactions over \$50, FNA benefits will not be matched, unless in payment for a half price CSA share with a Partner Farm. For example, if a customer swipes their card for \$60 they will receive \$60 in SNAP/EBT tokens and \$50 in GF4L Fruit and Vegetable tokens. The initial \$50 will be matched but the remaining \$10 will not.
- vii. Partner Site agrees that if a total comes to an odd number, then the farmer/vendor will round up or down to the closest even dollar amount when using tokens. For Example: if a total purchase amount comes to \$7.50, the Wholesome Wave Georgia recipient will pay \$7.00 or \$8.00. It is up to the vendor to determine whether to round up or round down but they must do so consistently for every EBT customer.
- viii. At the end of the day, farmers/vendors must return their tokens to the Site manager who will confirm the amount to be reimbursed. Farmers/vendors may not wait to turn in tokens until a later date, except for in the case of the Partner Site's operations closing unexpectedly due to weather or circumstances outside the Partner Site's control.
- ix. The Site manager will reimburse all farmers/vendors before the close of the market date on which the incentives were redeemed or on the next scheduled market date.

c. Direct-marketing farmers, grocery retailers, and mobile markets using a discount method

- i. SNAP processing occurs at the same point of sale as all other transactions
- ii. Site manager instructs the customer about the program, making sure to follow the Program Requirements and WWG Customer Guidelines, above.
- iii. The Site staff member applies a 50% discount to all eligible fruits and vegetables, up to a value of \$50 per customer per day.
- iv. For transactions over \$50, FNA benefits will not be matched, unless in payment for a half price CSA share with a Partner Farm. For example, if a customer purchases \$110 worth of eligible fruits and vegetables, they should pay \$60 from their SNAP/EBT card and they should receive a discount of \$50 on the total amount. The initial \$50 is matched but the remaining \$10 is not.

IV. Section 4. EBT Payment Machine Policy

- a. Partner Site must:
 - i. maintain a functioning EBT machine at all times of operation
 - ii. accept EBT payment and administer Georgia Fresh For Less to the full extent possible at every date of operation
 - iii. alert GF4L Program Manager if their EBT machine is not functioning properly and resolve the issue as quickly as possible
- b. WWG can offer technical assistance with EBT machine issues
- c. Violating this section or pausing the GF4L program at any Partner Site for a prolonged period of time without notifying WWG may be grounds for dismissal

from GF4L

V. **Section 5. Partner Site Accounting & Reimbursement Policy**

- a. GF4L maintains a 7-day accounting and reimbursement cycle that begins each Tuesday at 12:00 am and closes the following Monday at 11:59 pm.
- b. GF4L Partner Site Manager submits a WWG Partner Report **by Monday at 11:59 pm** for all direct sales or vendor sales occurring in the current reporting accounting and reimbursement cycle.
- c. Reports that are late will be processed in the corresponding reporting cycle unless the report is submitted over 30 days past the date of sale or market date.
 - i. It is vital that all reports are completed accurately and in a timely manner. WWG relies on data from these Weekly Reports for reporting to funders, tracking finances, and determining the success of marketing efforts and special initiatives. **Reports that are turned in more than 30 days past the date of sale or market date may not be reimbursed unless under special circumstances.**
- d. The Program Manager logs all WWG Partner Reports into one consolidated GF4L partner report. This partner report is generated and published weekly by WWG and is used as the guide for weekly reimbursements.
- e. All reimbursement payments will be electronically deposited into the Partner Site's bank account by WWG on **Fridays**. All Partner Sites are required to provide WWG with the account information necessary to complete the direct deposit. A business account in the name of the Site or sponsoring organizations is highly preferred.
- f. Site Manager issues reimbursement checks weekly to farmers/vendors (either on market day or at the next week's market). Funds reimbursed to the market are to be completely paid out to all applicable farmers/vendors and not kept by the market.
- g. Site is reimbursed directly from SNAP for the EBT portion of transactions.
- h. Partner Site will comply with the implementation directives for dispensing, data collection and reporting set forth in the Agreement and will promptly and accurately furnish all required reports. If given reason to doubt the accuracy of data reported, WWG, or its representative will have the opportunity to review the records and data maintained by the Partner Site in connection with its conduct of the GF4L program. Audit of these items may require review of weekly EBT distribution data including receipts, transaction numbers, vendor reimbursement forms, market tracking forms, and other paperwork relating to the GF4L program. In the case that an audit is necessary, WWG will provide reasonable notice to Partner Site. Said review shall be performed solely for the purpose of verifying that proper procedures have been followed in administering the GF4L. If the audit reveals errors or inaccuracies, the Partner Site may be in danger of removal from the program.

VI. **Section 6. Partner Site Budget and Network Fee Policy**

- a. Network Fees are determined as part of a tiered system based on the Partner Site's total incentives redeemed for the year. Each Partner Site must pay a \$50 upfront Network Fee by February 26, 2021. The remainder of the Network Fee is calculated and billed

based on year-to-date numbers as of **November 30, 2021** and final payments are due by December 31, 2021.

Budget Tier	Network Fee
\$500 - \$1,499	\$50
\$1,500 - \$2,499	\$250
\$2,500 - \$4,999	\$500
\$5,000 - \$9,999	\$750
\$10,000+	\$1,000

- b. If Wholesome Wave Georgia (WWG) does not receive Partner Site’s payment for the actual Network Fee by December 31, 2021, WWG will apply a late fee amounting to 2% of the total Network Fee. If payment still is not received by Site start date in the next calendar year, the program will be put on hold and incentives will not be reimbursed until payment is received.
- c. Fundraising efforts and events related to the GF4L program may be shared with WWG in advance and WWG may post information related to such efforts and events on its website(s) and social media.
- d. Partner Sites may direct funds to WWG via the donation page on our website wholesomewavegeorgia.org/support. Partner Site shall be responsible for informing donors to designate Partner Site as the Site to which funds are being donated.
- e. If Partner Site dissolves or discontinues operations during any Calendar Year, all funds contributed for Partner Site’s Network Fee are forfeited to WWG.
- f. WWG has a high demand among Partner Sites for its funds. Any Partner Site who has been inactive (defined as few or no EBT customers or transactions) during the year and does not show significant interest or effort towards promoting the GF4L program may be removed from the program. Prior to removing any Partner Sites, GF4L program staff notify Partner Sites of the decision and provide an opportunity for Partner Site to propose a strategy for continued and improved participation in GF4L.

VII. Section 7. Data Sharing and Usage Guidelines

- a. All data and information produced as a result of GF4L and SNAP/EBT operations at the Partner Site shall be available for use by the WWG in connection with its ongoing programs. This includes publication of results where appropriate, except in cases prohibited by proprietary and security considerations.
- b. The Partner Site provides most of the necessary information via GF4L market reports, but WWG reserves the right to request additional information as needed.
- c. The Partner Site may be contacted to assist WWG in disseminating customer-level surveys and the Site should make every effort to assist with the evaluation process.
- d. WWG may share data with educational institutions and programmatic partners for analysis and coordination of efforts.
- e. By signing this, I acknowledge that the firm will provide the grantee with all incentive transaction related data necessary for a robust evaluation of the GusNIP grant project and that this data will be furnished to NIFA, the Nutrition Incentive Hub and USDA Food and Nutrition Services (FNS).

VIII. **Section 8. Branding and Intellectual Property (IP) Usage Guidelines**

- a. **Trademarks:** Wholesome Wave Georgia maintains ownership of IP (See SCHEDULE A) and grants the Partner Site the right to use the WWG and GF4L logos, along with any collaborators' logo(s), for inclusion in informational and promotional material as needed. Partner Site shall post and distribute such material as applicable, and agrees to acknowledge WWG, as well as its collaboration with WWG, in any public statements or publicity relating to the GF4L. WWG may ask the Partner Site to submit for review any reports and other materials containing WWG and/or collaborators' logo(s) intended for release to the press prior to publication.
- b. **Branding and Licensing Guidelines:** Partner Site will comply with any requirements established by WWG concerning the style, design, display and use of IP or Trademarks; and will correctly use the appropriate trademark or copyright marking symbol (such as "™" "®" or "©") with every use. Partner Site will periodically submit samples of its advertising and promotional materials incorporating or used in connection with the Trademarks and the GF4L so that WWG may determine whether they meet its standards and specifications.

IX. **Section 9. Confidentiality Guidelines**

- a. Wholesome Wave Georgia is the owner of proprietary and confidential information, including WWG's trade secrets, plans and strategies. By reason of its participation in the GF4L, Partner Site may come into possession of information concerning the services performed by WWG for its customers, partners, or clients or information furnished by its clients to WWG, including confidential or proprietary information of WWG disclosed to Partner Site in connection with this Agreement and which is not known or available to the general public (the "Confidential Information").
- b. Partner Site will not distribute, disclose or disseminate the Confidential Information to anyone except its own employees or agents who have a reasonable need to know the Confidential Information and who are bound by non-disclosure obligations at least as stringent as those in this Agreement. Partner Site agrees to use the highest degree of care to protect the Confidential Information, including ensuring that each of its employees, and agents with access to such Confidential Information will at no time during or following the Term, disclose, use, transfer, sell or otherwise disseminate any Confidential Information. Upon termination of this Agreement, Partner Site will destroy or return to WWG all materials containing Confidential Information in its possession or under its control. Partner Site shall notify WWG immediately upon discovery of any unauthorized use or disclosure of WWG's Confidential Information, or any other breach of this Agreement by Partner Site or its agents, and will cooperate with WWG in every reasonable way to help WWG regain possession of its Confidential Information and prevent its further unauthorized use or disclosure.
- c. Partner Site agrees to implement, maintain, and enforce security measures and safeguards consistent with any federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and directives in order to prevent the unauthorized access, use or disclosure, and ensure the proper,

secure, and lawful storage and disposal, of any Personal Data accessed, collected, or stored by Partner Site in the course of participation in the GF4L. "Personal Data" means any information that, either individually or when combined with other information, can be used to identify a specific individual or derive information specific to a particular person. In the event Partner Site stores, processes, receives or transmits any data protected under the PCI Standards ("Payment Card Data"), Partner Site acknowledges and agrees that it is responsible for securing such Payment Card Data in accordance with the Payment Card Industry Data Security Standards, as amended from time to time ("PCI Standards"). Without limiting any other obligation of Partner Site under this Agreement, Partner Site shall, and shall ensure that any of its employees and agents, comply with the PCI Standards in the event that Partner Site stores, processes, receives, or transmits any Payment Card Data.

- d. If Partner Site is required by applicable law or requested (by legal process, civil investigative demand or similar process) to disclose any of WWG's Confidential Information, Partner Site shall notify WWG immediately of such requirement so that WWG may seek an appropriate protective order or waive compliance with the confidentiality covenants in this Agreement. Any such disclosure by Partner Site pursuant to the preceding sentence shall be limited to the extent required by applicable law, or order, subpoena, regulatory requirement, or litigation disclosure, and Partner Site shall reasonably cooperate with WWG in any effort made to seek a protective order or other appropriate protection of WWG's Confidential Information.

X. Section 10. Gus Schumacher Nutrition Incentive Program Special Guidelines

- a. WWG works closely with the United States Department of Agriculture's National Institute of Food and Agriculture (NIFA) and their Gus Schumacher Nutrition Incentive Program (GusNIP) to operate and fund the GF4L program and as such, GF4L is operated in alignment with all the provisions of the program.
- b. By signing this agreement, I acknowledge that the firm will follow all relevant GusNIP and SNAP rules including, but not limited to, the following:
 - i. The firm will only accept incentives for GusNIP qualifying fruits or vegetables;
 - ii. The firm will never accept incentives for ineligible products (i.e., non-food, alcohol, tobacco, or hot food products);
 - iii. The firm will never exchange incentives for cash (i.e., trafficking);
 - iv. The firm will never provide cash or SNAP EBT change for incentives;
 - v. The firm will never provide cash or SNAP EBT refunds for incentives;
 - vi. The firm will never accept incentives from individuals known not to be legally entitled to possess incentives;
 - vii. The firm will never accept incentives to pay credit accounts; and,
 - viii. The firm will never knowingly provide false information of a substantive nature regarding their participation in the grant project.
- c. An acknowledgement that any firm's failure to abide by GusNIP and SNAP rules may result in SNAP disqualification, civil money penalties, and/or criminal penalties.
- d. An acknowledgement that any grantee's failure to abide by GusNIP grant program rules may result in rescission, in whole or in part, of grant funds.

- e. An acknowledgement that grantees are responsible for overseeing firms participating in their grant project to ensure that SNAP and GusNIP rules are followed. Grantees will be held responsible for instances of noncompliance that occur at any of their participating firms.

GEORGIA FRESH FOR LESS PROGRAM PARTICIPATION AGREEMENT

Wholesome Wave Georgia Incorporated (“WWG”), a Georgia non-profit corporation, offers monetary assistance to certain farmers markets/farms in connection with the Georgia Fresh for Less (GF4L) Program. Execution of this Georgia Fresh For Less Program Participation Agreement (the “Agreement”), on this ___ day of _____, 2021 (the “Effective Date”), on behalf of Partner Site Name (“Partner Site” and “you” or “your”) constitutes your legally binding consent to be bound by the terms of this Agreement regarding your participation in the GF4L and your use of any monetary assistance provided by WWG pursuant to the GF4L.

1. **Exhibits and Attachments.** As part of this Agreement, WWG provides a set of forms and guidelines titled as “Georgia Fresh for Less Partner Site Information Packet” that describes and governs your obligations under and the manner in which the GF4L will be conducted, which is a part of this Agreement and with which you are legally obligated to comply during the Term (defined below).

2. **Term and Termination.** This Agreement will commence on the Effective Date and continue until **November 30, 2021**. Your partnership will be eligible for renewal for the following year given that you have followed all regulations described in this Agreement. You may choose not to continue your participation in the GF4L by providing written notice to WWG at least sixty (60) days prior to the end of any Calendar Year. WWG may elect to terminate your participation in the GF4L, at any time and in our sole and complete discretion, upon thirty (30) days written notice being provided to you.

3. **Fund Distribution.** If WWG approves your Project Proposal (in the form shown in the GF4L PARTNER SITE INFORMATION PACKET), WWG shall provide funds to you in the amounts approved GF4L Budget and according to the specifications and procedures contained in the Partner Site Budget and Network Fee Guidelines, but we are only obligated to reimburse (i) undisputed amounts (ii) which you request according to the reimbursement procedure specified in the GF4L PROGRAM INFORMATION PACKET.

4. **Intellectual Property Usage.**

- a. WWG owns or holds a license from Wholesome Wave Foundation Charitable Ventures, Inc. (“Licensor”) to use the trademarks and logos specified in GF4L PROGRAM INFORMATION PACKET (collectively, the “Trademarks”), for the limited purposes of promoting and conducting the GF4L in the State of Georgia.
- b. During the Term, WWG grants you a limited, non-exclusive, non-transferable, non-sublicensable, and non-assignable sublicense and right to use the Trademarks in accordance with this Agreement and the requirements contained in Branding and Intellectual Property Usage Guidelines section of the GF4L PROGRAM INFORMATION PACKET. WWG retains and reserves all rights not expressly granted under this Agreement, and no rights or licenses shall be deemed granted herein by implication, estoppel, course of conduct or otherwise.
- c. You hereby acknowledge WWG’s and Licensor’s sole and exclusive right, title and interest in and to the Trademarks and right to use, register and license/sublicense the use of the Trademarks and agree not to claim or assert any (i) title to nor attempt to register the Trademarks (or any other marks confusingly similar thereto) anywhere in the world or (ii) right to use the Trademarks or any other marks confusingly similar thereto, except to the extent expressly permitted by this Agreement. You agree not to contest or deny the validity, scope or enforceability of the Trademarks or WWG’s or Licensor’s interest or rights in the Trademarks, or any other mark incorporating the Trademarks, nor oppose, object to, or seek to cancel any registration thereof by Licensor, in any forum, nor aid or abet others in doing so, either during the Term or at any time thereafter.
- d. You will use your best efforts to promote the GF4L and to ensure that your use of the Trademarks preserve and enhance the goodwill associated with WWG and Licensor. Any and all goodwill arising from your use of the Trademarks shall inure solely to the benefit of WWG or Licensor. You will not, nor permit anyone else under your control, to take any action that could be detrimental to the goodwill and positive reputation associated with the Trademarks. If you use any Trademark or other WWG intellectual property in a manner that, in the opinion of WWG or Licensor (as determined in their sole and absolute discretion) is detrimental to WWG or Licensor’s associated goodwill, it is considered a material breach of this Agreement, which allows WWG to terminate the Agreement, and your participation in the GF4L, immediately.

5. **Confidential Information and Customer Identification Security.** You must use and store any confidential or proprietary information (either ours or another person’s) obtained during participation in the GF4L according to the requirements contained in the WWG Confidentiality Requirements included in the GF4L PROGRAM INFORMATION PACKET.

6. **Partner Site Representations and Warranties.** You represent, warrant, and guarantee to WWG that (a) you shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives in performance of your obligations hereunder, and (b) none of the activities engaged in or services rendered by you in connection with the GF4L or this Agreement infringe any patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party. Except as expressly stated otherwise in this Agreement, you make no other warranties and disclaim all other statutory or implied warranties, including the warranties of merchantability and fitness for a particular purpose.

7. **Indemnities.** You agree to indemnify, defend, and hold us harmless, including our affiliates, officers, directors, employees, successors, permitted assigns, and agents (collectively, the “**WWG Indemnitees**”) from and against any and all third party claims, liabilities, losses, and expenses (including reasonable attorneys’ fees) to which any WWG Indemnitee becomes subject arising from or in connection with (a) any failure by you to comply with any international, federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives in connection with your participation in the GF4L; (b) any claim that any activities undertaken by you in connection with the GF4L infringe any patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party; (c) any breach of any representation, warranty, term, covenant, or other obligation under this Agreement; (d) any personal injury, or loss or damage to personal property caused by any act or failure to act by you; and (e) any gross negligence, willful misconduct, or fraud by you.

8. **Limitations of Liability.** Our maximum cumulative liability of WWG to you and Partner Site’s maximum remedy for any and all causes relating to or arising out of this Agreement or your participation in the GF4L are limited to the amount of funds reimbursed by WWG to you in the preceding twelve (12) months. WWG will never be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or related to this Agreement or your participation in the GF4L, even if such damages are foreseeable or WWG has been advised that such damages could arise.

9. **Miscellaneous Provisions.** You may not assign this Agreement or delegate performance of the terms of this Agreement or your participation rights under the GF4L to any other person or entity, unless we consent in writing beforehand. If any court decides that a provision of this Agreement is unenforceable for any reason, then the remaining provisions of this Agreement will remain in full force and effect. No delay or omission by WWG to exercise any right or power we have under this Agreement shall impair or be construed as a waiver of such right or power. No right or remedy herein conferred upon or reserved to either you or us is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement or applicable law. Nothing in this Agreement shall be deemed to create a legal partnership, agency, joint venture or any other type of relationship in which we are responsible for your actions, or vice versa. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of laws provisions. You and WWG irrevocably agree that any legal action, suit, or proceeding brought by it or in any way arising out of this Agreement must be brought solely and exclusively in the state or federal courts located in Fulton County, Georgia. In any case where any notice, approval, indication, or other communication is required or permitted to be given under this Agreement, it must be in writing and will be considered to be delivered: (a) if delivered in person, (b) if sent by registered or certified mail, (c) if sent via electronic mail to the addresses in the GF4L PROGRAM INFORMATION PACKET. The terms of Sections 1, 4, 5 through 9, and such other terms as the context requires, shall survive after the Term to the extent required to provide full force and effect to this Agreement. This Agreement represents the entire agreement between you and us with respect to the subject matter addressed herein. The terms of this Agreement may not be modified, except by written notice signed by the duly authorized representatives of both you and us.

IN WITNESS WHEREOF, Partner Site, through its duly authorized representative, hereby agrees to the terms and conditions of this Agreement.

Accepted and Agreed by:

Kim Cumbie

Print Name	Signature	Date
Partner Site Name	Title	
Organization	Title	

Exhibit C
Wholesome Wave Georgia, Inc. Intellectual Property

(1) Wholesome Wave Georgia



(3) GF4L

(4) Georgia Fresh For Less



(6) GF4L Partners Resources Drive:
http://www.mediafire.com/folder/25mi98w1v4x08/GF4L_2020_Partner_Resources

Exhibit D
WHOLESOME WAVE GEORGIA CONTACT INFORMATION

Alex Duncan

Program Manager, Georgia Fresh for Less

(404) 939-2350

alex@wholesomewavegeorgia.org

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Clifford Wysinger

SNAP Outreach

2 Peachtree St. NW Ste 21-273

Atlanta, GA 30303

Clifford.wysinger@dhs.ga.gov

404-651-8700

UNITED STATES DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICES

General Southeast Regional Office: 404-562-1801

SNAP Director: 404-562-7099

SNAP Retailer Services: 877-823-4369

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

DATE : February 25, 2021
TO : Mayor and City Council
FROM : City Manager ChaQuias Thornton
RE : Request for Disposal of Assets/Declaration of Surplus Property – Assets Stored at
the Rock Gym Facility

03/02/2021 – NEW BUSINESS ITEM F.

Please see asset list attached.

ITEM HISTORY

02/16/2021 – NEW BUSINESS ITEM F.

Attached, please find Request for Disposal of City Property as presented by Director Jim Tavenner for City assets currently stored at the Rock Gym property.

The request for disposal is coupled with request for the declaration of surplus property for those items that are being recommended for sale by the City.

Please see the attached documentation regarding.

This request is made in accordance with Chapter 2, Section 2-61 of the City's Code of Ordinances:

Sec. 2-61. - Sale of city property.

- (a) No property belonging to the city shall be sold except after approval of the mayor and city council.
- (b) When any property owned by the city has become surplus, unserviceable or useless, the head of the department in charge of the property shall certify to mayor and city council that such property is no longer useful and should be disposed of. Any property to be sold shall be sold at public sale either by sealed bid or public outcry to the highest bidder for cash. Nothing herein shall prevent the city from donating or exchanging such surplus property with other governmental units or quasi-governmental units.

Thank you,

CMThornton

Memo: Request for Disposal of City Property/Declaration of Surplus Property

CITY ROCK GYM INVENTORY

1. Disposable
 - a. 38 old Christmas pole reefs
 - b. 3 damage file cabinets
 - c. 3 damage folding tables
 - d. 3 damage chairs
 - e. 3 damage office chairs
 - f. 7 old damage Christmas lights
 - g. 1 damage wooded desk
 - h. 1 Christmas light roof decoration
 - i. 1 broken bin
 - j. 2 restroom dividers
 - k. 6 army food cans
 - l. 3 army ice coolers
 - m. 1 vendor's cart
2. Donate
 - a. 10 prices of weight lifting equipment
 - b. Boxes of books
3. Retain
 - a. 1 large metal conduit box
 - b. 21 cans of paint
 - c. 20 pieces of metal conduit
 - d. 5 cemetery (unknown stones)
 - e. 2 basketball goals
 - f. 1 step ladder
 - g. 5 squad car headrests
 - h. 4 Main Street metal signs
4. Sale
 - a. 2 coca cola ice/soda holding machines
 - b. 1 dispatch machine
 - c. 1 coca machine tap

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

DATE : February 26, 2021
TO : Mayor and City Council
FROM : City Manager ChaQuias Thornton
RE : Color Vibe Partnership Agreement

03/02/2021 – REGULAR SESSION – NEW BUSINESS ITEM G.

Please see the attached final draft form.

ITEM HISTORY

02/16/2021 WORK SESSION – NEW BUSINESS ITEM G.

Initial draft of a Color Vibe Partnership Agreement has been presented to Tourism Manager Kim Cumbie for the City's consideration of hosting a Color Vibe 5K chalk race event within the City on Saturday, June 12th, 2021.

Preliminary conversation with Council via email has been attempted to poll the Council regarding its consideration for hosting the event being that to-date City events have been postponed or suspended. There was consideration expressed for the receipt of Public Safety and Public Works perspective in the matter. Both Chief Troutman and Director Tavenner are comfortable with having members of their departments to participate in providing traffic detail and site maintenance during the event.

With regards to considerations for terms of an agreement between Color Vibe and the City, Color Vibe, the Administration, the Tourism Office, and the City Attorney are continuing to work through contract language for presentation of the agreement to the City Council in advance of the March regular session of Council.

Please accept this item as a place holder for consideration during the March 2nd, 2021 regular session of Council.

You can find more information about the events held by Color Vibe by visiting <http://www.thecolorvibe.com/faq.php> .

Please feel free to contact myself or Tourism Manager Kim Cumbie if you should have any questions or concerns prior to the regular session meeting scheduled for Tuesday, March 2, 2021.

Thank you,

CMThornton

Memo: Color Vibe Partnership Agreement



THIS AGREEMENT ("Agreement"), made and entered into between, Color Vibe, LLC, located at 881 W 700 N Suite #101, Logan, UT 84321 and The City of Stone Mountain located at 875 Main Street, Stone Mountain, GA 30083, hereinafter referred to as the Charity Partner. All details and agreements regard the Color Vibe 5k event at VFW Field scheduled for June 12, 2021.

AGREEMENT:

The Charity Partner agrees to use best efforts to help promote and advertise the Color Vibe event. This includes, but is not limited to, the following:

- Working with Media Contacts (newspapers, radio, TV, etc.)
- Social Media Postings (Facebook, Twitter, Instagram, etc.)
- E-mail Newsletters / Press release
- Community Outreach
- Website / Blog links
- Posters / Flyers
- Other Resources (any contacts that will increase awareness throughout the community)
- Provide 5-8 volunteers to work at midway Water Station; Charity partner cannot require employees to do so
- Provide water and cups for the midway Water Station (amount determined by # of runners)

Color Vibe will -

- Donate \$1 per paid adult participant or \$3000, whichever is greater. This donation will be provided to the Charity Partner within 30 days following the Color Vibe event.
- Color Vibe agrees to pay local public safety personnel necessary for traffic control during the event at a rate of \$30.00 an hour at a minimum of 4 hours. The number of officers necessary will be determined by the City of Stone Mountain Chief of Police. Checks will be delivered at the conclusion of the event.
- Pay local City of Stone Mountain Public Works personnel necessary for maintaining the site during the event at a rate of \$25.00 an hour at a minimum of 4 hours. The number of public works personnel necessary will be determined by the City of Stone Mountain Director of Public Works. Checks will be delivered at the conclusion of the event.
- Color Vibe will provide charity with booth space at the event, promotional space on the website and event guide, and MC shout outs throughout the duration of the event.
- Color Vibe agrees to obtain all necessary permits from local governing authority; required permits will be sent for completion; also times and route will be determined when the permit is received for review.
- Color Vibe shall provide/confirm event details (e.g., proposed route, race times, staging, etc.) to Charity Partner at least two weeks in advance of the scheduled event date.

***Both parties agree to work together to either re-schedule or cancel the event in the case of COVID 19 numbers rising, or lack of public interest in the event due to the ongoing pandemic.**

****The Charity Partner is the City of Stone Mountain and cannot agree to not disclose information that it is bound to Provide by Open Records Law.**

AGREED TO AND ACCEPTED

Color Vibe, LLC

Charity Partner: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Office/Capacity: _____

Office/Capacity: _____

Date: _____

Date: _____

ATTEST:

Asst. City Clerk, Alicia Daniels

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

DATE : February 12, 2021
TO : Mayor and City Council
FROM : City Manager ChaQuias Thornton
RE : City Attorney Meeting Attendance

02/16/2021 WORK SESSION – NEW BUSINESS ITEM H.

Mayor Wheeler has called for conversation regarding the attendance of City Attorney Jeff Strickland at meeting sessions of Council.

Currently, the City Attorney attends both the work session and regular session each month. He also attends special called meetings of Council.

Thank you,

CMThornton