



**CITY COUNCIL COMMITTEE/WORK SESSION AGENDA**  
**Tuesday, September 18, 2018 @ 6:30 pm**  
**City Hall, 875 Main Street, Stone Mountain, Georgia 30083**

**CALL TO ORDER**

**DETERMINATION OF A QUORUM**

**INVOCATION AND PLEDGE**

**READING OF COMMUNICATIONS**

**ADOPTION OF THE AGENDA OF THE DAY**

**CITIZEN COMMENTS – NON-AGENDA ITEMS ONLY**

**COMMITTEE DISCUSSION ITEMS**

- A. Planning and Zoning
- B. Economic Development/Downtown Development Authority
- C. Historic Preservation Commission

**STAFF REPORTS**

- A. Code Compliance Officer – Sgt. Roseberry
- B. Public Works Director – Jim Tavenner
- C. Chief of Police – Chief Troutman
- D. Visitor center Manager – Kim Cumbie

**UNFINISHED BUSINESS**

- A. Consideration of Rock Gym Maintenance – Intergovernmental Agreement between the City of Stone Mountain and DeKalb County Board of Education for Long-Term Lease of the Historic Rock Gym Facility

**NEW BUSINESS**

- A. Consent Agenda
- B. City of Stone Mountain FY2018-19 MS4 Annual Report and Dry Weather Screening Proposal – Clark Patterson Lee
- C. Consideration of Procedure for Traffic Calming and Stop Sign Installation Measures

**NEW ORDINANCES AND RESOLUTIONS**

- A. None

**CITY MANAGER'S REPORT**

**ANNOUNCEMENTS BY THE MAYOR**

**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.*

City Council Work Session September 18, 2018, updated 9.14.18  
DDA Work Session September 10, 2018  
Stone Mountain Village Visitor Center Manager's Report – Kim Cumbie

### **VISITOR CENTER**

Numbers: Our August numbers were 260 visitors from 14 states and 4 countries  
VC Ambassador Economic Impact: 42 (14-3 hour shifts) hours at \$23.56 per hour = \$989.52

VC Ambassador Economic Impact 2018 total: \$7,562.76

January \$848.16  
February \$918.84  
March \$918.84  
April \$989.52  
May \$989.52  
June \$989.52  
July \$918.84  
August \$989.52

### **FILMING**

We had filming on August 27 (Macgyver), August 30 (Passages), and September 13 (Dolly Parton Theater). This Friday, September 21, Passages returns to film at the intersection of Mountain and Main. Year to date film revenue is \$7,400. (This does not include the filming this week.)

The Dolly Parton filming was a large boost to our local economy. They gave out payments in excess of \$21,000 to individual business/building owners as well as local churches for the use of their parking lots and storefronts. They also outfitted the depot with custom made blinds for the film set. They gifted the blinds to us for our welcome center.

We have stepped into a different place with filming in our community. I field at least 3 inquiries per week from film companies with questions about our community. It is highly likely the groups that have filmed with us recently will be returning before the end of the year. This being said, I am working on some film guidelines for us. For example, we learned last week that a Main Street road closure for filming does not work well on a court day. I received a copy of the court schedule from Jan and now know which days are off limits for this in the future. I would like to ask for your input as we move forward, please let me know if you have suggestions.

### **EVENTS**

**Farmers Market** – seven weeks left! All of our deliverables have been turned in and we should be receiving our last two checks from DCBOH soon. I was chosen to participate in the Wholesome Wave Georgia/Georgia Farmers Market Association Market Manager Fellow Program. There are nine Market Managers from around Georgia and we are working on a standard operating procedures manual and fundraising opportunity initiatives for the rest of the managers in the State. I am honored to represent our market there. We had our first meeting on Friday, September 7 and will meet every other month until May via webinar or in person.

**Movie Night** – The movie company had availability on Saturday, September 29 to play our movie.

**Christmas Parade** – We are moving right along with the parade planning. Again – the date is Saturday, December 1.

### **MEETINGS**

-Governor's Tourism Conference was August 27 to 29 in downtown Atlanta – great meeting with lots of contacts!

### **BUSINESS ASSOCIATION:**

Their next meeting is on October 1. They are in the planning stages of the IT TAKES A VILLAGE FESTIVAL on October 27. They will be having Board Elections in December. It's a good group of business owners!

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

DATE : September 14, 2018  
TO : Mayor and City Council  
FROM: ChaQuias Thornton  
RE : Proposed Lease – Historic Rock Gym

Please see the following for update on the proposed lease for the Historic Rock Gym:

- a. I reached out last week and this week to DeKalb County School District COO Daniel Drake to update him of the September 4<sup>th</sup>, 2018 Council discussion had regarding the proposed lease agreement. The administration has received no response from Mr. Drake or any other representative of the District through today.
- b. I spoke with Commissioner Bradshaw and provided him progressive information regarding the negotiation to secure lease. He expressed to me that given his relationship (or the lack thereof) with our school board representative and the District Superintendent, he did not know how he could offer much help. He did suggest that we might want to reach out to Mr. Dijon Dacosta, being that Mr. Dacosta is the person that is slated to take our BOE representative's seat beginning January 2019.
- c. I also spoke with Senator Steve Henson on Thursday, September 13<sup>th</sup>, 2018 to discuss the progress of negotiations. He also suggested that the City reach out to Mr. Dacosta regarding the matter, and he offered his continued support in helping the City with any matter, in any way that he can.

ChaQuias

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

DATE : September 14, 2018  
TO : Mayor and City Council  
FROM: ChaQuias Thornton  
RE : MS4 Annual Report and Dry Weather Screening Proposal

The Environmental Protection Division requires annual submittal of the City's Municipal Separate Storm Sewer System (MS4) reporting for confirmation of compliance with Storm Water Management Program guidelines. Clark Patterson Lee is the architectural, engineering, and planning firm that performs the collection of data, survey and interview, and inspection services in conjunction with compiling the details of the report for the required submittal.

Approval of the attached proposal to provide data collection and reporting on the City's MS4 activities establishes an agreed upon scope of work and associated fees for the service. Scope of work and fees are detailed in the proposal.

The fees proposed for the FY2018-19 report are in line with the fees approved for the current year's FY2017-18 report. Fees are assessed at \$18,000 (total lump sum of full scope) plus the cost of direct expenses billed at cost plus 10%.

ChaQuias



August 9, 2018

Ms. ChaQuais Miller-Thornton, City Manager  
City of Stone Mountain  
875 Main Street  
Stone Mountain, GA 30083

VIA EMAIL

RE: City of Stone Mountain  
FY2018-19 MS4 Annual Report Data Collection and Report

Dear Ms. Miller-Thornton:

Clark Patterson Lee (CPL) is pleased to provide this proposal to provide data collection and reporting on the City's MS4 activities, as follows:

**Scope of Work**

- 1) Collect data necessary to write MS4 Annual Report, including:
  - a) Review last year's development activity
  - b) Interview city personnel regarding implementation of the City's comprehensive stormwater management plan
  - c) Inspect city facilities and highly visible pollutant source businesses.
  - d) Review status of city Ordinances required by North Metro Georgia Water Planning District.
  - e) Review city Standard Industrial Code (SIC) listings/business licensing information and perform inspections of HVPS locations and industrial sites.
  - f) Conduct municipal employee training on stormwater/pollution prevention
  - g) Review the city's enforcement response plan.
  - h) Review the city's monitoring and implementation plan for any 303(d) listed streams.
  - i) Review the city's public education and involvement program and recommend changes as necessary to comply with the comprehensive stormwater management plan.
  - j) Review the city's Green Infrastructure/Low Impact Development program describing the GI/LID techniques and practices to be implemented by the city.
  - k) Review the city's inventory of privately owned non-residential and publicly owned water quality related GI/LID structures within the city's jurisdiction
  - l) Review City storm water budget for next year, and submit in report.
  
- 2) Conduct dry-weather sampling of 20% of the City's outfalls as identified in its storm water inventory in substantial compliance with element B2 of the City's Comprehensive Storm Water Management Plan. The screenings will be broken into two types of field conditions with a separate fee for each condition (see fee proposal).

**ARCHITECTURE  
ENGINEERING  
PLANNING**

- i) If no discharge is observed from an outfall, per the protocol, no sample is required and there will be a notation of "no discharge" on the standard field report.
- ii) If dry weather flow is observed, we will collect a sample and perform the following:
  - (1) Visual observation for color, turbidity, and odor.
  - (2) Field tests with handheld equipment to determine fluoride and surfactants.
  - (3) Laboratory analysis per EPD requirements.
  - (4) work with code enforcement to locate pollution sources identified in this process
- 3) Sample 303(d) impaired streams for inclusion into the annual report.
- 4) Write Annual Report

**Fee Proposal**

CPL will perform the above referenced scope of work for the following fee:

Scope Item 1(a) through 1(l):	\$7,000 Lump Sum
Scope Item 2:	\$6,500 Lump Sum
Scope Item 3:	\$2,000 per event
Scope Item 4:	\$2,500 Lump Sum

All data must be collected by April 30, 2019 and the report must be completed and submitted to EPD by June 15, 2019. We will not exceed the estimated budget without authorization from the City. Direct expenses will be billed at cost plus 10%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

**TERMS AND CONDITIONS:**

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

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between Stone Mountain and CPL with respect to the work to be performed by CPL for the benefit of Stone Mountain and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between Stone Mountain and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

**CPL Architecture | Engineering | Planning**



Rich Edinger, P.E.  
Vice President

cc: file

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_ Title: \_\_\_\_\_

Reviewed as to Form

By: \_\_\_\_\_  
City Attorney

## APPENDIX "A" TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 10%.
8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
10. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to amount of the fees paid for professional services.
11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.



**APPENDIX "B"**  
**CPL HOURLY RATES**

<b>PRINCIPAL ENGINEER</b>	<b>\$180.00/HR</b>
<b>PROJECT MANAGER</b>	<b>\$128.00/HR</b>
<b>SR. STAFF ENGINEER</b>	<b>\$ 97.00/HR</b>
<b>STAFF ENGINEER</b>	<b>\$ 85.00/HR</b>
<b>DEVELOPMENT COORDINATOR</b>	<b>\$75.00/HR</b>
<b>JR. ENGINEER</b>	<b>\$ 65.00/HR</b>
<b>DESIGNER / DRAFTPERSON</b>	<b>\$ 59.00/HR</b>
<b>JR. DESIGNER / DRAFTPERSON</b>	<b>\$ 45.00/HR</b>
<b>SECRETARIAL</b>	<b>\$ 33.00/HR</b>
<b>AUTO MILEAGE</b>	<b>IRS RATE PLUS 10%</b>
<b>MISCELLANEOUS</b>	<b>COST PLUS 10%</b>