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3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Awet Eyasu

Yterenickia Bell

Laura Hopkins

Jamie Carroll

Susan Hood

Dan Defnall, Acting City Manager

CITY COUNCIL MEETING AGENDA

Tuesday, September 5, 2023 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. To approve from the following meetings minutes:

- 07/25/2023 – City Council Meeting
- 08/03/2023 - City Council Meeting
- 08/07/2023 – Special Called City Council Meeting
- 08/10/2023 – Special Called City Council Meeting
- 08/24/2023 – Special Called City Council Meeting
- 08/29/2023 - City Council Work Session

4. REPORTS

- A.** Planning/Economic and Development Report
- B.** City Manager's Report
- C.** City Attorney's Report
- D.** Council Remarks
- E.** Mayor's Report

5. PUBLIC COMMENTS

Any member of the public may address the Council during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the city must proceed in an orderly, timely manner.

6. OLD BUSINESS

- A.** To approve a resolution amending the agreement with Sumter Local Government Consulting for professional services for an Interim City Manager.

7. CONSENT AGENDA

- A.** To approve a resolution disavowing the reported contract with Human Resources Dimensions, Inc.
- B.** To approve a resolution disavowing the reported contract with PivotPath, LLC.
- C.** To approve a resolution disavowing the reported contract with ProLogic ITS, LLC.
- D.** To approve a resolution approving an agreement with Integrated Science & Engineering, Inc. to conduct the Clarkston Stormwater Utility Digest Review.
- E.** To approve a resolution approving an agreement with CSX Transportation, Inc. for the Realignment of Northern Ave. to Mell Ave. at Church St.
- F.** To approve an application by AM United, LLC DBA M Mart for an Alcohol License at 926 Montreal Rd., Clarkston, GA 30021 (formerly Thriftown) due to change of ownership.
- G.** To approve increasing ARPA allocations for the Weatherization Program.

8. NEW BUSINESS

- A.** To approve a resolution appointing Tammi Saddler Jones as Interim City Manager.
- B.** To approve a resolution to continue the suspension of HOST, continue the levy of EHOST, continue the 1% SPLOST, approve the City's SPLOST Project List, call a Referendum Election and approve the City's portion of the Ballot Form
- C.** To approve a resolution authorizing an Intergovernmental Agreement with DeKalb County and other municipalities relating to the continuation of a 1% Sales and Use Tax.



9. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, September 5, 2023. The public may participate in the meeting in-person or by using the following information below:

<https://us02web.zoom.us/j/81671412008?pwd=cU9JRHo3TlIHTXdCeXo0VVdUamV6UT09>

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 816 7141 2008

Find your local number: <https://us02web.zoom.us/j/81671412008?pwd=cU9JRHo3TlIHTXdCeXo0VVdUamV6UT09>

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON THURSDAY, JULY 25, 2023

On the 25th day of July 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu; Jamie Carroll (virtual); Yterenickia Bell, Susan Hood and Laura Hopkins. Absent: None. The following City staff were present: Shawanna Qawiy (City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Dorothy Jackson (Chief Court Clerk); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

Mayor Burks called the meeting to order.

2. ROLL CALL

All members of the Council were present.

Councilmember Hood made a motion to amend the Work Session agenda for July 25, 2023, to add an item for discussion of a means to accommodate citizen comments on current affairs in the city, which would take place prior to the next scheduled City Council meeting of August 3, 2023. Councilmember Carroll duly seconded the motion.

The Council briefly discussed this item.

Mayor Burks called for the vote and declared the motion approved (6-0).

Councilmember Hopkins made a motion to add to tonight's agenda to discuss the four outstanding contracts (three public relations contracts and one contract for city cameras) that were not presented to the Council in open session, were not vetted by the City Attorney, and did not get put out to bid; and add a cease and desist on acting on and moving forward with those contracts until they are properly vetted by the Council. This motion failed due to no second on the motion.

3. PUBLIC COMMENTS

Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

There was no discussion under this item.

5. OLD BUSINESS

There was no Old Business to discuss.

6. NEW BUSINESS

A. To discuss increasing police force compensation.

Councilmember Carroll gave a brief overview of the recent timeline regarding the police officer compensation and the staffing crisis at the Police Department. He also presented the salaries for police officers at neighboring municipalities.

Councilmember Carroll suggested increasing the police compensation base pay from \$52,000 to \$55,000 but would rather move it up to \$60,000 to be competitive with the surrounding jurisdictions, to be able to recruit and retain officers. He also stated he would like to move up the compensation for the other officers, accordingly, increasing the existing officers' salaries by \$8,000.

The Council briefly discussed this item.

City Attorney, Stephen Quinn clarified the process of setting the officers salaries and amending the budget.

Finance Director, Dan Defnall stated he would need at least a week to conduct a budget review and projection.

The following citizens presented comments pertaining to police force compensation: Brian Medford, Glory Kilanko, Kim Ault, Robyn Sands, Omar Sheakley, Robert Winfrey, Achmed Hasan, Nijnyyah Qadriyyah, Pastor C.O. Adams, Jr., Nasir Warsama, Andrew Stanley, Debra Gathmann, Renita Knight, Sarah Zagami, Maritza Nunez, Katie Jones, Joshua Deaton, Mayor Emanuel Ransom.

The next time was added to the agenda, per the motion at the beginning of the meeting.

B. To discuss public comments on current city affairs of the city.

Councilmember Hood gave a brief overview of why she recommended adding this item to the agenda stating the Council has an opportunity to hear more from the citizens on other topics.

The Council briefly discussed this item.

City Attorney Steven Quinn stated there are matters that cannot be discussed by the Council at the Town Hall Meeting and the Council knows what those matters are, but that doesn't mean the Council can't hear from the community.

Councilmember Eyasu recommended the meeting be conducted as a Town Hall Meeting.

The Council further discussed this item and Councilmember Hood recommended allowing the citizens' comments on current affairs of the city. A Town Hall Meeting will be scheduled for this Thursday, July 27th at 7:00pm based on location availability.

7. EXECUTIVE SESSION

There was no Executive Session.

8. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn the meeting. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting was adjourned at 8:58 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, AUGUST 3, 2023

On the 3rd day of August 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the Council Members were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu; Jamie Carroll; Laura Hopkins (virtual); Susan Hood (virtual); and Yterenickia Bell. Absent: None. The following City staff were present: Shawanna Qawiy (City Manager); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 7:13 p.m.

2. ROLL CALL

All Councilmembers were present.

Councilmember Hood made an announcement pertaining to her remaining on the City Council and not resigning.

Attorney Stephen Quinn gave a brief overview of the official process and steps from the City Charter and Georgia Law pertaining to a Councilmember resigning. Mr. Quinn then stated since the official steps were not taken, Councilmember Hood remains a Councilmember.

Vice Mayor Johnson made a motion to add Executive Session to the agenda to discuss a personnel matter. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

A. To approve minutes the following meetings:

- 06/06/2023 - City Council Meeting
- 07/06/2023 - City Council Meeting

Councilmember Carroll made a motion to approve the 06/06/2023 and 07/06/2023 City Council Meeting minutes. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. REPORTS

A. Planning/Economic and Development Report and the City Manager's Report.

- City Manager Qawiy deferred this report to after the Mayor's report.

B. City Manager's Report

- City Manager Qawiy deferred this report to after the Mayor's report.

C. City Attorney's Report

- City Attorney, Stephen Quinn informed the City Council the collective city attorney's and Dekalb County attorney's made good progress with the SPLOST II intergovernmental agreement. Ms. Quinn gave a brief overview of the agreement.

D. Council Remarks

- The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

E. Mayor's Report

- Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.
- City Manager Qawiy presented a report on current and ongoing projects and programs and expressed her appreciation to Mayor, Council, and staff for support while working at the City.

5. PUBLIC COMMENTS

The following citizens presented public comments: Brian Medford, Debbie Gathmann, Glory Kilanko, Kim Ault, Pastor C. O. Adams, Ashrakat Hassan, and Brady.

6. OLD BUSINESS

There was no Old Business.

7. CONSENT AGENDA

There were no Consent Agenda items.

Councilmember Eyasu made a motion to approve the Consent Agenda. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0).

8. NEW BUSINESS

A. To approve increasing police force compensation.

Councilmember Carroll gave a brief overview of the Police Department staffing issues including the recommendation to increase the salary for the police officers to \$60,000.

The Council discussed this item.

Finance Director, Dan Defnall presented comments regarding the city receiving the final Tax Digest report today, stating the commercial digest increased by over \$14 million, adding an approximate \$200,000 to the City's revenue this year.

City Attorney, Stephen Quinn informed the City Council of the budget amendment process. Councilmember Carroll recommended a special called meeting next week for a budget amendment.

The Council further discussed this item with majority of Council agreeing to increase the budget by \$188,472 to increase the police officer salaries to \$60,000.

The Council discussed having a special called meeting on August 7, 2023 at 7:00pm at the Clarkton Women's Club.

Councilmember Carroll made a motion to enter Executive Session. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

9. EXECUTIVE SESSION

The Council discussed a personnel matter.

10. ADJOURNMENT

Councilmember Carroll made a motion to adjourn. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting was adjourned at 9:40 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON IN SAID CITY ON MONDAY, AUGUST 7, 2023

On the 7th day of August 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City at the Clarkston Women's Club. Mayor Beverly Burks called the meeting to order. The following member of the Council Members were present: Vice Mayor Debra Johnson; Councilmembers Jamie Carroll; Awet Eyasu; Yterenickia Bell (*virtual*), and Susan Hood. Absent: Laura Hopkins. The following City staff were present: Dan Defnall (Finance Director); Tomika R. Mitchell (City Clerk); Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

All members of the Council were present.

Councilmember Carroll made a motion to remove Item 4A, Executive Session to discuss a personnel matter. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. OLD BUSINESS

A. To adopt a resolution to amend the FY 2023 Budget.

Councilmember Carroll made a motion to amend the FY 2023 Budget to increase the budget by \$188,472. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. EXECUTIVE SESSION

A. To discuss a personnel matter.

This item was removed from the agenda at the start of the meeting.

5. NEW BUSINESS

A. To consider action on the Employment Agreement with City manager, Shawanna Qawiy.

Councilmember Carroll made a motion to approve the resolution by Clarkston City Council approving the separation agreement with City Manager Shawanna Qawiy. Councilmember Hopkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

Mayor Burks stated the City will have to see who Ms. Qawiy designated in terms of Acting City Manager.

6. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

The meeting adjourned at 7:05 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON IN SAID CITY ON THURSDAY, AUGUST 10, 2023

On the 10th day of August 2023, at 6:30 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City. Mayor Beverly Burks called the meeting to order. The following member of the Council Members were present: Councilmembers Jamie Carroll; Awet Eyasu (*virtual*); Yterenickia Bell, Laura Hopkins and Susan Hood. Absent: Vice Mayor Debra Johnson. The following City staff were present: Dan Defnall (Finance Director); Tomika R. Mitchell (City Clerk); Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m.

2. ROLL CALL

Vice Mayor Johnson was absent.

Councilmember Hopkins made a motion to add an Executive Session to the agenda to discuss a personnel matter. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0).

Councilmember Hopkins made a motion to enter Executive Session. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0).

EXECUTIVE SESSION

A. To discuss a personnel matter.

The Council discussed a personnel matter.

Councilmember Eyasu entered the meeting at 6:33 p.m. during Executive Session.

3. NEW BUSINESS

A. To adopt a resolution appointing an Acting City Manager.

Councilmember Carroll made a motion to appoint Dan Defnall as Acting City Manager and authorize certain adjustments to the City's banking information. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

4. ADJOURNMENT

Councilmember Hood made a motion to adjourn. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

The meeting adjourned at 6:50 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON IN SAID CITY ON THURSDAY, AUGUST 24, 2023

On the 24th day of August 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City. Mayor Beverly Burks called the meeting to order. The following member of the Council Members were present: Vice Mayor Debra Johnson; Councilmembers Jamie Carroll; Awet Eyasu; Laura Hopkins and Susan Hood. Absent: Yterenickia Bell. The following City staff were present: Dan Defnall (Acting City Manager/Finance Director); Tomika R. Mitchell (City Clerk); Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

Councilmember Bell was absent.

3. NEW BUSINESS

A. To adopt a resolution approving an agreement with Sumter Local Government Consulting for professional services for an Interim City Manager.

Mayor Burks gave an overview of the process the City will take to hiring an Interim City Manager using Sumter Local Government Consulting.

Warren Hutmacher, President of Sumter Local Government Consulting gave an overview of the consulting firm and the services that will be provided to the City.

The Council briefly discussed this item.

Councilmember Eyasu made a motion to adopt a resolution approving an agreement with Sumter Local Government Consulting for professional services for an Interim City Manager. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

Councilmember Eyasu made a motion to enter Executive Session to discuss a personnel matter. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

4. EXECUTIVE SESSION

A. To discuss a personnel matter.

The Council discussed a personnel matter.

4. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

The meeting adjourned at 9:09 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON THURSDAY, AUGUST 29, 2023

On the 29th day of August 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu; Jamie Carroll; Susan Hood and Laura Hopkins. Absent: Yterenickia Bell. The following City staff were present: Dan Defnall (Acting City Manager/ Finance Director); Christine Hudson (Police Chief); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

Mayor Burks called the meeting to order.

2. ROLL CALL

Councilmember Bell was absent.

3. PUBLIC COMMENTS

Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

There was no discussion under this item.

5. OLD BUSINESS

There was no Old Business to discuss.

Councilmember Hopkins entered the meeting.

6. NEW BUSINESS

- A. To discuss a resolution disavowing the reported contract with Human Resources Dimensions, Inc.

Acting City Manager, Dan Defnall stated this contract was signed by the previous City Manager with Human Resources Dimensions to perform a cultural assessment of the City. The project has been finalized and staff recommends disavowing the contract and consider paying for the services provide out of the General Fund for a total of \$11,600.

The Council briefly discussed this item.

The City Attorney, Stephen Quinn, presented additional information regarding this contract and the difference in disavowing and ratifying. Mr. Quinn will meet with the company to draft a settlement to properly submit payment. He will also revise the current resolution to reflect the necessary changes.

This item will be placed on Consent Agenda on the next City Council agenda.

B. To discuss a resolution disavowing the reported contract with PivotPath, LLC.

Acting City Manager, Dan Defnall stated this contract was for a total of \$59,200 for services provided from July 3, 2023, through December 31, 2023. The work has been performed and an invoice was received for a total of \$11,007.50. The company has stopped work and has not performed any work since the end of July.

The Council briefly discussed this item.

Mr. Quinn presented additional information regarding this contract and the procurement process.

This item will be placed on Consent Agenda on the next City Council agenda.

C. To discuss a resolution disavowing the reported contract with ProLogic ITS, LLC.

Acting City Manager, Dan Defnall stated for this item staff has a quote signed by the previous City manager, not a contract for 19,423.84 for camera equipment and installation. The purchase order is required for orders over \$10,000, which was not issued since this was not properly addressed. Mr. Defnall recommended a comprehensive look at all the camera systems and where we need them.

Mr. Quinn recommended the Council to adopt the resolution and sending the business a notice.

The Council briefly discussed this item.

This item will be placed on Consent Agenda on the next City Council agenda.

D. To discuss a resolution approving an agreement with Integrated Science & Engineering, Inc. to conduct the Clarkston Stormwater Utility Digest Review.

Acting City Manager, Dan Defnall stated in May the City paid Integrated Science & Engineering, Inc. to conduct a sample audit of stormwater billing utility rates. A sample was reviewed of 1,580 accounts from the City of Clarkston digest report. A random sample of 40 accounts were reviewed; out of the 40 accounts, there were 14 accounts with billing discrepancy errors. The accounts that have errors were condominiums, townhomes, commercial, public, and industrial parcels. There were no errors found on residential parcels. They will conduct an audit of the non-residential parcels. The result of the accounts that were audited showed a 50%

increase in the calculated ERU's, which means the City would receive an additional 50% in revenue.

Larry Kaiser of Collaborative Infrastructure Services, Inc. presented a brief understanding of the arial photography and history.

Mr. Quinn gave a brief overview of the bidding process and defined professional services and procurement for clarity.

The Council briefly discussed this item.

The Council recommended paying the \$42,760 including the UAS arial imagery.

This item will be placed on Consent Agenda on the next City Council agenda.

E. To discuss a resolution approving an agreement with CSX Transportation, Inc. for the Realignment of Northern Ave. to Mell Ave. at Church St.

Acting City Manager, Dan Defnall stated this was an agreement with CSX Transportation, Inc. related to the Realignment of Northern Ave. to Mell Ave. at Church St., which is part of the ongoing SPLOST project budgeted for the amount of \$20,750.

Mr. Kaiser gave a brief overview of the company CSX Transportation, Inc. and the project.

The Council briefly discussed this item.

This item will be placed on Consent Agenda on the next City Council agenda.

F. To discuss a resolution consenting to the Dekalb County Housing Authority to exercise powers for financing a proposed Multifamily Housing Project at 1086 Montreal Road.

Mr. Quinn stated this was a proposal by the Dekalb County Housing Authority to provide approximately \$30 million in funding for improvements to Avalon Apartments. This requires consent from the City Council in order for the County to move forward due to a state law legal requirement because it can result to the property becoming non-taxable for 30 years.

Mr. Quinn stated he has met with the County Attorney and conveyed the City's concern of not receiving any tax revenue for this property for 30 years. A discussion was had regarding payment in lieu of taxes and was cordially received by the attorney, who will take the request to Dekalb County Housing Authority. Mr. Quinn is currently waiting to hear back from the attorney for negotiation to bring back to Council for update and discussion.

The Council briefly discussed this item.

Mayor Burks recommended the City receive payment in lieu of not receiving payment over the 30 years.

Mr. Quinn will find out if there are will be any changes and the affordability pertaining to the apartment complex.

This item was for discussion only.

G. To discuss an application by AM United, LLC DBA M Mart for an Alcohol License at 926 Montreal Rd., Clarkston, GA 30021 (*formerly Thriftown*) due to change of ownership.

Acting City Manager, Dan Defnall stated this was an alcohol license by AM United, LLC at Thriftown location. There is currently a moratorium on convenience stores but for grocery stores over 10,00 sq. feet it is allowed, their building size is 15,600 sq. ft. The Alcohol Review Committee recommends approval.

The Council briefly discussed this item.

This item will be placed on Consent Agenda on the next City Council agenda.

Vice Mayor Johnson presided over the meeting.

H. To discuss allocating \$250,000 of ARPA funds to serve as seed money for the Downtown Development Authority from now until December 2026.

Mayor Burks presented this item and gave an overview of the purpose of the Downtown Development Authority (DDA) and staffing for this authority and recommended establishing the generic DDA.

Vice Mayor Johnson stated the funds would not be for seed money for the DDA, but would be for personnel, a director position.

The Council briefly discussed this item.

The Planning and Economic Development Manager, Lisa Cameron introduced herself to Mayor and Council and recommended the Council holding off on establishing the DDA until staff can provide Council with all the information staff is currently working on. She also stated she would provide information to Council regarding proper funding to the DDA.

Mr. Quinn gave a brief overview on the use of ARPA funds in relation to being used for a City employee, with an interlocal agreement between the City and DDA.

Public comments were presented by Chris Busing and Debbie Gathmann.

This item was for discussion only.

The Mayor briefly gave an overview of the next steps for the establishment of the DDA.

The Mayor resumed presiding over the meeting.

I. To discuss increasing ARPA allocations for the Weatherization Program.

Vice Mayor Johnson stated the Acting City Manager has informed her the funds for the Weatherization Program were depleted, servicing 20 homeowners in Clarkston. Vice Mayor is recommending an additional amount of \$120,000 not to exceed \$6,000 per residence to support homeowners with home repairs and/or weatherization projects.

The Council briefly discussed this item.

Acting City Manager, Dan Defnall gave a brief overview of the Weatherization Program.

Public comments were presented by Debbie Gathmann.

This item will be placed on Consent Agenda on the next City Council agenda.

J. To discuss the SPLOST II Projects.

The Mayor gave a brief overview of the current status and preparation for the SPLOST II projects.

Acting City Manager, Dan Defnall gave a brief overview of the Project List for SPLOST II and reviewed the percentage of funds allocated to the project categories. Mr. Defnall stated the estimated overall revenue for SPLOST would be \$17,246,000.

The Council briefly discussed this item.

Mr. Kaiser spoke regarding the dam.

Chief Hudson spoke regarding the patrol vehicles, possible replacements and equipment needed for the department.

Mr. Quinn gave a brief overview of what needs to be approved by the City Council. The first will be a resolution for joining in the call for the referendum, which will include the ballot language and the other will be the Intergovernmental Agreement with DeKalb County and other cities for the percentage the City will be receive.

The Council discussed the percentages for each category with Mr. Defnall stating it would be best to round the numbers, which will be 60% for Road, Street and Bridge Purposes, including sidewalks and bicycle paths; 20% for a Cultural Facility, Recreational Facility or Historic Facility; 13% for a Courthouse, Administrative Building, and Civic Center; and 7% for Public Safety facilities, Airport Facilities and/or related capital equipment.

Public comments were presented by Chris Busing.

This item will be placed on the next City Council agenda for further discussion.

7. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn the meeting. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting was adjourned at 9:33 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

CITY OF CLARKSTON

ITEM NO: 6A

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve a resolution amending the agreement with Sumter Local Government Consulting for professional services for an Interim City Manager.

PUBLIC HEARING: ☐ YES ☒ NO

DEPARTMENT: CITY ADMINISTRATION

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Acting City manager, Dan Defnall
PHONE NUMBER: (404) 296-6489

PURPOSE: To modify the prior agreement by entering into this amended agreement for Interim City Manager Services.

NEED/ IMPACT: To provide such Interim City Manager services for the City of Clarkston.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING AN AMENDED AGREEMENT WITH SUMTER LOCAL GOVERNMENT CONSULTING FOR PROFESSIONAL SERVICES FOR AN INTERIM CITY MANAGER.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. The City Council hereby approves the execution of an amended agreement with Sumter Local Government Consulting for professional services for an Interim City Manager for the City of Clarkston. A copy of said agreement is attached to this resolution as “Exhibit A” and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

AGREEMENT FOR INTERIM CITY MANAGER SERVICES

This Agreement is made this 5th day of September, 2023, by and between the **City of Clarkston** (“City”), a Georgia municipal corporation, and **Sumter Local Government Consulting Corp.** (“Sumter”), a Georgia corporation:

WHEREAS, the City is in need of interim city manager services; and

WHEREAS, Sumter is a respected provider of such services; and

WHEREAS, the parties previously entered into an agreement for Sumter to provide interim city manager services to the City; and

WHEREAS, the parties desire to modify their prior agreement by entering into this Agreement for Interim City Manager Services.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. SCOPE OF SERVICES

- a) Sumter will provide the City with one or more qualified candidates willing and able to provide professional city manager services to the City on an interim basis. If a candidate is appointed by the City Council as interim city manager, this individual will perform customary duties of a city manager, as described by the City’s Charter and Code of Ordinances.
- b) Sumter will manage the relationship between the City and the interim city manager by assisting with any issues that arise and handling any personnel type issues involving the interim city manager.
- c) Sumter will be solely responsible for compensating the interim city manager, who will not be an employee of the City. The City will not provide any benefits of employment (such as insurance) to the interim city manager nor withhold any payroll tax for the interim city manager.
- d) Sumter will replace the interim city manager with another qualified individual as necessary for any reason as directed by City.

- e) In addition to customary business hours worked at City Hall, the parties anticipate that the interim city manager will attend all City Council work session meetings, regular meetings of the City Council, regular meetings of the City's Planning and Zoning Board and such City events as may be requested by the Mayor or City Council.

2. COMPENSATION

- a) In exchange for the services provided by Sumter, City shall pay Sumter a flat fee of \$20,240.00 per calendar month during the term of this Agreement.
- b) City's obligation to pay Sumter shall commence when the City Council appoints a candidate presented by Sumter as interim city manager.
- c) Such payment shall be made in two installments per month, to be delivered by the 20th day of each month and the 10th day of the next month.
- d) When this Agreement is terminated, the final payment shall be prorated to reflect the percentage of business days worked by the interim city manager during the final month that this Agreement was in effect.
- e) Finders Fee. Only in the event that the City hires an interim city manager provided by Sumter as an employee within the first sixty days of that individual beginning work as interim city manager, City shall pay Sumter a one-time finder's fee of \$2,500.00.

3. TERM AND TERMINATION

- a) This Agreement shall become effective when approved by the City Council and Sumter.
- b) The City may immediately terminate this Agreement at any time, for any or no reason, by giving notice to Sumter.
- c) Sumter may terminate this Agreement by providing City with sixty days' notice of termination.

4. RESOURCES PROVIDED TO INTERIM CITY MANAGER BY CITY

During the term of this Agreement, City shall provide the interim city manager with the following resources to assist with his/her performance of city manager duties:

- a) City Vehicle. This vehicle shall only be used for traveling within the City and for other City business (for example, meeting with officials in DeKalb County or Atlanta). The interim city manager shall provide his/her own transportation for commuting to and from City Hall Annex.
- b) Work Space. The City will provide the interim city manager with an office at City Hall Annex.
- c) Equipment. The City will provide the interim city manager with a cellular phone, laptop computer and any other equipment necessary to perform the duties of city manager. The interim city manager shall promptly return all such equipment to the city clerk upon being removed from the role of city manager.
- d) Expenses. If the interim city manager incurs direct expenses in performance of city manager duties, City shall provide reimbursement to the interim city manager upon being presented with proper documentation of said expenses.

5. MISCELLANEOUS TERMS

- a) Prior Agreements. This Agreement supersedes and renders null and void all prior agreements between the parties.
- b) Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.
- c) Amendment. This Agreement may only be amended by the mutual written consent of both parties.

SO AGREED, this 5th day of September, 2023.

City of Clarkston, Georgia

**Sumter Local Government
Consulting Corp.**

Mayor or Vice Mayor

Warren Hutmacher

Warren Hutmacher, CEO

Attest:

City Clerk

Approved as to form:

Stephen Quinn

City Attorney

CITY OF CLARKSTON

ITEM NO: 7A

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve a resolution disavowing the reported contract with Human Resources Dimensions, Inc.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Acting City manager, Dan Defnall
PHONE NUMBER: (404) 296-6489

PURPOSE: To disavow the purported contract with human resources dimensions, inc. for human resources consulting services and to direct that this need be addressed through the city's adopted procedures for procurement.

NEED/ IMPACT: To promptly solicit bids or proposals to address the City's need for human resources consulting services and to present the results of said solicitation to the City Council at a future Work Session for action at the following Regular Meeting.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY OF CLARKSTON TO DISAVOW THE
REPORTED CONTRACT WITH HUMAN RESOURCES DIMENSIONS,
INC. FOR HUMAN RESOURCES CONSULTING SERVICES.**

WHEREAS, it has come to the attention of the Mayor and City Council that the City Manager has directed Human Resources Dimensions, Inc. to proceed with certain human resources consulting services pursuant to a reported contract between Human Resources Dimensions, Inc. and the City of Clarkston; and

WHEREAS, the reported contract between the City and Human Resources Dimensions, Inc. was not subject to public bid or proposal pursuant to City Code Sec. 2-5; and

WHEREAS, the reported contract between the City and Human Resources Dimensions, Inc. was not approved by majority vote of the City Council pursuant to City Charter Sec. 2.03; and

WHEREAS, the reported contract between the City and Human Resources Dimensions, Inc. was not approved as to form by the City Attorney pursuant to City Charter Sec. 3.03; and

WHEREAS, nonetheless, Human Resources Dimensions, Inc. has already performed certain services for the City and the City has received work product from this vendor; and

WHEREAS, a reported contract that has not been subjected to the City's legal procurement process, has not been approved as to form by the City Attorney and has not been approved by the City Council is not legally binding and cannot be enforced against the City.

NOW, THEREFORE, BE IT RESOLVED that the reported contract between the City and Human Resources Dimensions, Inc. is hereby disavowed by the City.

BE IT FURTHER RESOLVED that the City Attorney is directed to contact Human Resources Dimensions, Inc. to make them aware of this resolution and to negotiate a reasonable settlement to compensate Human Resources Dimensions, Inc. for its work product previously delivered to the City.

SO RESOLVED this ____ day of _____, 2023.

**CITY COUNCIL OF THE CITY OF
CLARKSTON, GEORGIA**

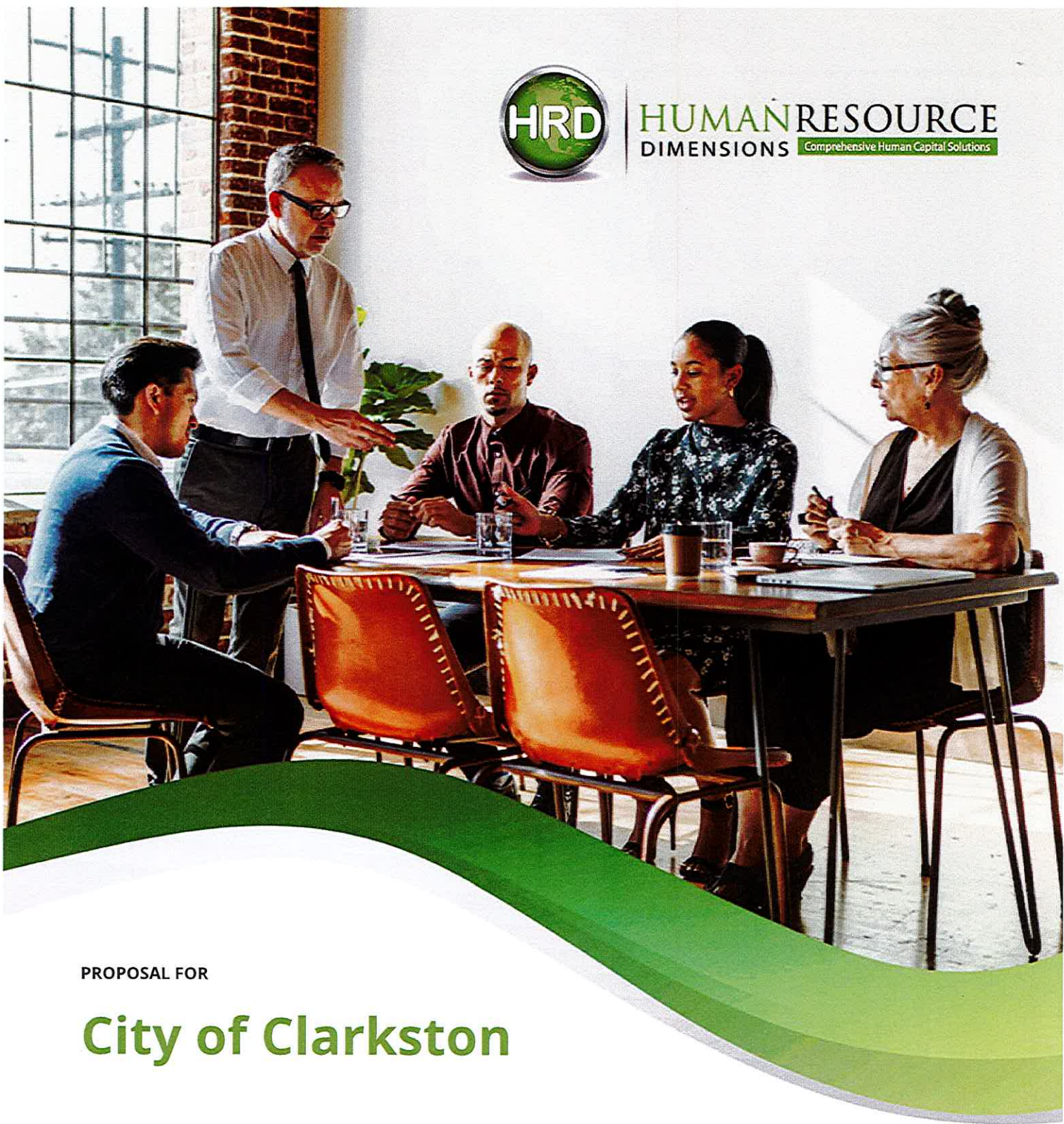
Mayor Beverly H. Burks

Attest:

Tomika R. Mitchell
City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn
City Attorney



HUMAN RESOURCE
DIMENSIONS Comprehensive Human Capital Solutions

PROPOSAL FOR

City of Clarkston

PREPARED FOR

Shawanna Qawiy
City Manager
sqawiy@cityofclarkston.com
404-296-6489

PREPARED BY

Kris Viscio
Director, Human Resource Partnerships
kviscio@hrdracc.com
404-643-4227

July 05, 2023



DEAR SHAWANNA,

On behalf of our team at Human Resource Dimensions, we sincerely appreciate the opportunity to present this proposal to City of Clarkston. We passionately believe in the development of a Partnership that is mutually beneficial, enabling and empowering our clients to become leaders in their industry.

Our proposal contains information about HRD, our history, our team and our capabilities. When you engage our experienced team to support your human capital strategy and goals, the efficiencies gained will free you to put more emphasis on the heart of your business operations. The most successful organizations continue to be able to attract, develop and retain high caliber talent in an increasingly competitive environment. Therefore, our success is directly tied to your success.

Please let us know if you have any questions or require additional information. We look forward to the opportunity to work with you.

Sincerely,

Kris Viscio

Kris Viscio, *Director, Human Resource Partnerships*



hrdracc.com

About Us

Human Resource Dimensions was founded in 1991 as R.A. Clark Consulting, with a single mission: to identify the most talented HR professionals in the country for our clients hiring needs. As our firm evolved, so did our mission. It became clear that the job didn't stop when the candidate was hired. In 2008 we launched a comprehensive HR Consultancy to support our clients retention and development needs. In 2020 we added Talent Optimization to our offering to fully support our clients' organizational development, effectiveness and engagement. Our **team** has a shared passion for the HR profession and the **values** that we strive for every day.

HUMAN CAPITAL PARTNERSHIP

We work with our clients as a partner, using our resources to provide them with a comprehensive solution for their Human Resources, Talent Acquisition, and Talent Development needs. Our team of experienced professionals bring a business centric approach to our HR solutions.

FIRM CAPABILITIES



HR Consulting Services

- HR Outsourcing
- HR Consulting
- Specialized HR Services



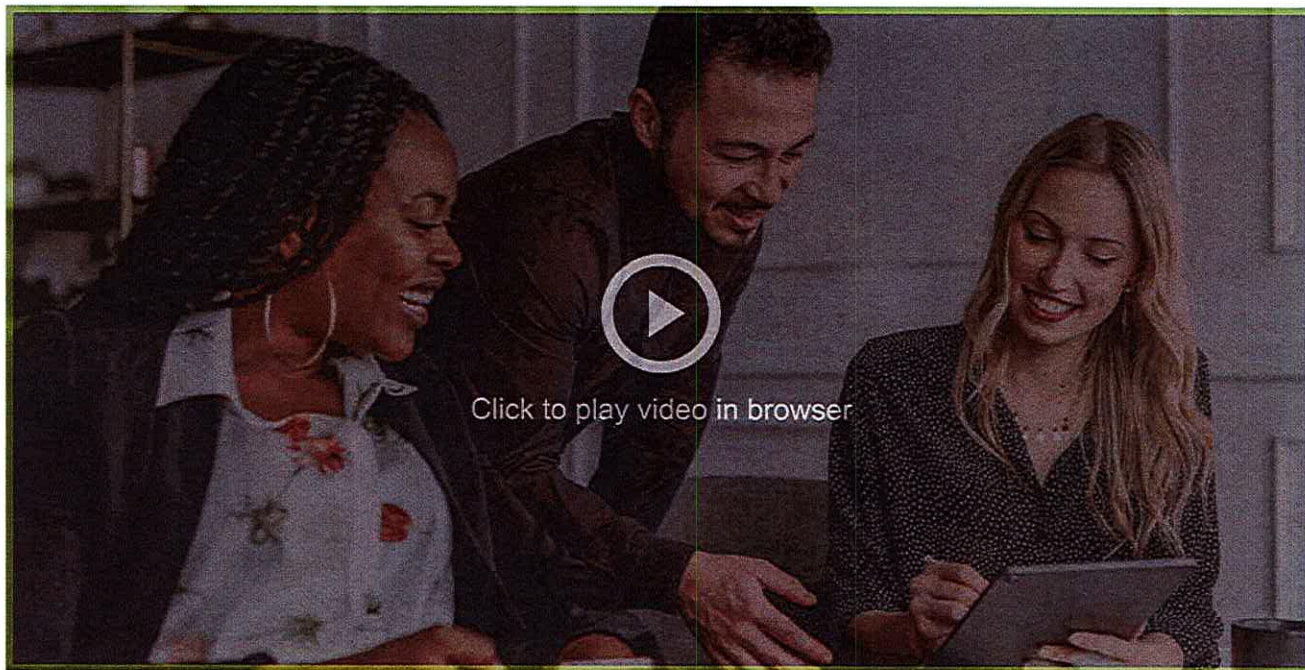
Talent Optimization Services

- Performance Management
- Team Alignment
- Organizational Design



Talent Acquisition Services

- Executive Search
- Supplemental Staffing
- Recruitment Process Outsourcing





CORPORATE CULTURAL ASSESSMENT

Organizational culture (also referred to as company culture) is the shared values, beliefs, attitudes, and behaviors within an organization. Company culture affects employee satisfaction significantly.

Your organizational culture is the soul of your company, and what makes you unique. According to SHRM, a toxic culture can lead to a drop in performance, lower employee retention rates, and a decrease in profits. Fostering a positive company culture will help you be more competitive, retain and attract the best talent, and create an inclusive workspace environment. To create a strong organizational culture, you need to be intentional about it, perform regular cultural assessments, ask your employees for feedback and involve them in defining and shaping the company culture.

In general, a cultural assessment should take the following factors into account:

- Your vision and mission: What are the mission and vision that lie at the core of your organization?
- Flexibility vs. control: Are you concerned about doing things right each time? Is the speed of reaction more important than perfection? How independent can people be in taking decisions?
- Outcomes, success, and achievements: How is success understood and measured? What are the desired outcomes?
- Hierarchy: Is your organization highly hierarchical? Is it acceptable to challenge authority? Is your hierarchical structure horizontal or vertical?
- Degree of urgency and speed of reaction: Is speed a top priority? How fast do you expect to innovate, make decisions and to tackle different projects?
- Collaboration: Are you looking to always involve everyone, or would you rather have people move fast and work independently?
- Processes vs. people: Do you put people first and trust their decisions, or do you expect everyone to follow pre-set processes and procedures? Or a mix of both?

The answers to these questions have a profound impact on the way your organization functions.



HRD's goal when performing a corporate culture assessment is to see where you're currently standing, so that you can define how you'd like your company culture to evolve. Additionally, it'll allow you to detect eventual problem areas and help you address issues.

PHASE I: DATA GATHERING

This phase will include completing Cultural Interviews with a cross section of City staff as follows:

- Mayor
- City Council Members (6)
- City Manager & Department Heads
- Employees - up to ten (10) additional interviews

Our goal during these sessions will be to ask for stories and behaviors, not opinions or rumors. Our goal will be to analyze the data for trends, patterns, disparities and develop action plans to improve your workplace culture.

In addition, HRD consultants will review the following functional areas of Human Resources to include:

- Employee relations policies and programs including labor agreements, performance management, disciplinary procedures, and employee recognition programs.
- Review of current benefit administration and enrollment processes.
- Review of compensation (practices, methods, consistency, and market competitiveness).
- Review of training and development (new employee orientation, staff development, technical and safety, leadership, tuition reimbursement, career planning).
- Review of employee communications (handbook, newsletter, recognition programs, announcements, electronic communication).
- Review of recruiting process and internal transfer/promotional processes.

PHASE II: DATA ANALYSIS & REPORT DEVELOPMENT

Review of materials, policies, and feedback received during the Discover and Information Gathering phase. Identification of critical issues, risk management, and development of proposed solutions for best practices.

PHASE III: PRESENTATION TO KEY STAKEHOLDERS

A meeting will be held to discuss the findings of the audit and identify an appropriate path forward including the following:

1. Identification of any critical issues relative to the business operations and development of an immediate and future action plan.
2. Identification of any critical issues relative to government compliance and development of an immediate action plan to address any compliance issues.
3. Identification of other areas of immediate concern.
4. Discussion of development of an action plan for the future.

PHASE IV: PATH FORWARD



Based upon the results of Cultural Assessment discussion, HRD will develop a plan of action and provide it to City of Norcross' management team. An appropriate plan and level of engagement will be mutually agreed upon for ongoing services. The Cultural Assessment is the key tool to ensure that critical issues are identified and addressed as soon as possible.

PHASE V: TIMING & COMMUNICATION

An estimated timetable, using the methodology described in this proposal, is approximately six (6) weeks. This timing assumes the:

- Efficient scheduling of interviews/meetings and delivery of documentation for review

OUR PROCESS

Our client process is customized based on individual client need and project demands. Regardless of client, each project goes through the following process:

1. **Review**
2. **Research**
3. **Analysis**
4. **Peer Review**
5. **Client Feedback**
6. **Fine-tuning**



Your Investment

DESCRIPTION		SUBTOTAL
Corporate Cultural Assessment Fee		\$12,800
Additional interviews in excess of those stated in scope of work will be billed at \$150 per interview		
Additional meetings to further discuss results of assessment will be billed at \$150 hour		
25% of fees (\$3200) will be billed at contract execution; remaining 75% (\$9600) will be billed upon presentation of analysis and recommendations.		
TOTAL		\$12,800



Next Steps

1. Please review this proposal in detail as well as the **Terms and Conditions** listed on our website, prior to signing. We want to ensure you are 100% comfortable with everything presented.
2. If any questions at all, please contact me at 404-643-4227 or kviscio@hrdracc.com for clarification or further discussion of the proposal.
3. Once you are ready to proceed, please sign below.
4. Once signed, you will receive an email with the completed proposal for your records.
5. We will be in touch shortly with details in moving forward with this service.

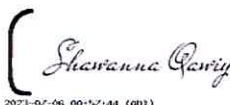


Human Resource Dimensions


2023-07-06 12:28:16 (HRD)

Kris Viscio, *Director, Human Resource Partnerships*
Director, Human Resource Partnerships

City of Clarkston


2023-07-06 00:57:44 (HRD)

Shawanna Qawiy, *City Manager*



hrdracc.com



Human Resources Partnership

Bill To:

The City of Clarkston
Dan Defnall
ddefnall@cityofclarkston.com

Terms

Net 30

Date _____

8/21/2023

Invoice #

20231127

Date	Item	Description	Amount
8/21/2023	HRP Consulting	Completion & Delivery of Cultural Assessment Report	9,600.00

Phone #

7708570002

E-mail

accounting@hrdracc.com

Total

\$9,600.00

Payments/Credits

\$0.00

Balance Due

\$9,600.00

**Please Remit Payment to:
Human Resource Dimensions
800 Battery Avenue, Suite 100
Atlanta, GA 30339**



Human Resources Partnership

20231122

\$3,200.00

**Please Remit Payment to:
Human Resource Dimensions
800 Battery Avenue, Suite 100
Atlanta, GA 30339**

CITY OF CLARKSTON

ITEM NO: 7B

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve a resolution disavowing the reported contract with PivotPath, LLC.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Acting City manager, Dan Defnall
PHONE NUMBER: (404) 296-6489

PURPOSE: To disavow the purported contract with PivotPath, LLC for communication services and to direct that this need be addressed through the city's adopted procedures for procurement.

NEED/ IMPACT: To promptly solicit bids or proposals to address the City's need for communication services and to present the results of said solicitation to the City Council at a future Work Session for action at the following Regular Meeting.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY OF CLARKSTON TO DISAVOW THE
REPORTED CONTRACT WITH PIVOTPATH, LLC FOR
COMMUNICATIONS SERVICES AND TO DIRECT THAT THIS NEED
BE ADDRESSED THROUGH THE CITY'S ADOPTED PROCEDURES
FOR PROCUREMENT.**

WHEREAS, it has come to the attention of the Mayor and City Council that the City Manager has directed PivotPath, LLC to proceed with providing certain communications services pursuant to a reported contract between PivotPath, LLC and the City of Clarkston; and

WHEREAS, the reported contract between the City and PivotPath, LLC was not subject to public bid or proposal pursuant to City Code Sec. 2-5; and

WHEREAS, the reported contract between the City and PivotPath, LLC was not approved by majority vote of the City Council pursuant to City Charter Sec. 2.03; and

WHEREAS, the reported contract between the City and PivotPath, LLC was not approved as to form by the City Attorney pursuant to City Charter Sec. 3.03; and

WHEREAS, PivotPath, LLC has previously performed certain services on the City's behalf; and

WHEREAS, a reported contract that has not been subjected to the City's legal procurement process, has not been approved as to form by the City Attorney and has not been approved by the City Council is not legally binding and cannot be enforced against the City.

NOW, THEREFORE, BE IT RESOLVED that the reported contract between the City and PivotPath, LLC is hereby disavowed by the City and declared null and void.

BE IT FURTHER RESOLVED that the City Manager is directed to promptly solicit bids or proposals to address the City's need for communications services and to present the results of said solicitation to the City Council for action to select a vendor to fulfill this need.

BE IT FURTHER RESOLVED that PivotPath, LLC is encouraged to respond to the City's solicitation for communications services with a bid or proposal.

BE IT FURTHER RESOLVED that the City Attorney is directed to contact PivotPath, LLC. to make the company aware of this resolution and to negotiate a reasonable settlement to compensate PivotPath, LLC for its services previously rendered on behalf of the City.

SO RESOLVED this ____ day of _____, 2023.

**CITY COUNCIL OF THE CITY OF
CLARKSTON, GEORGIA**

Mayor Beverly H. Burks

Attest:

Tomika R. Mitchell
City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn
City Attorney



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) shall govern the provision of services to the City of Clarkston, Georgia (the “Client”) by PivotPath LLC (“Agency”). Additional terms, such as the services and deliverables to be provided hereunder, the schedule for the delivery thereof and the amount of fees payable therefore are set forth on the attached Statement of Works (the “SOW”), which is incorporated herein by this reference and may, from time to time, be amended upon the written consent of both parties. In the event of any conflict between the terms of any SOW and the terms of this Agreement, the terms of the Agreement shall apply.

Additional Services, Project Changes

Any services outside the scope of the SOW or changes to previously approved work requested by the Client shall be the subject of an additional SOW or Change of Scope to be approved in writing by both parties. Each such additional SOW or Change of Scope, related fees and schedules shall be incorporated into this Master Agreement as an addendum.

Expenses

Client will be notified in advance for pre-approval of any additional expenses in excess of more than ten percent (10%) of those set forth on the SOW. At Agency’s discretion, Client shall either pay such fees directly to the third-party vendor or reimburse Agency therefore upon presentation of applicable invoices. Agency shall maintain records of expenses. Where applicable, Agency will invoice the Client for all fees related to the acquisition of talent or talent services in advance and will only secure talent services upon receipt of all such fees from Client.

Payment - Project Amount \$59,200 USD

The total contract price for all deliverables indicated in the attached Statement of Works (the “SOW”) is fifty-nine thousand two hundred United States Dollars (USD 59,200).

- Invoices will be conveniently submitted at the end of each month.
- All invoices have a NET 30 payment term, indicating that payment is required within 30 days of the invoice date.
- Late payments are subject to U.S. Treasury's Prompt Payment interest rate for January 1, 2023 - June 30, 2023, which is 4.625% and will adhere to the next July 1, 2023 - December 31, 2023 rate.

Additional services are project-based as needed. Per deliverables stated in the attached Statement of Work (SOW) on page 4.



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

Each deliverable hereunder will be deemed accepted by the Client. The Client's written approval of any deliverables, materials, plans or other Work created or produced by the Agency in the course of the provision of the Services, or any cost estimate, will constitute the Agency's authority to purchase, publish, and make contracts for talent, space, time and other facilities and otherwise to do any other act or thing which the Agency considers it reasonable to do in order to carry out its obligations under this Agreement or any Statement of Work.

Suppliers

Unless otherwise stated in this Agreement or agreed by the parties in writing, the Agency's contracts with suppliers in respect of the Services shall be made in accordance with suppliers' standard terms or such other terms as the Agency is able to negotiate with the relevant supplier. The Agency shall act as principal in all such contracts, but all rights and liabilities as between the Client and the Agency shall correspond to those between the Agency and the various suppliers under such conditions, including in particular any service levels and any rights of amendment, omission and cancellation.

The Agency shall use reasonable efforts to procure best commercial terms for the Client, and on the Client's written request the Agency shall supply the Client with the relevant terms and conditions. Notwithstanding the above, unless the parties agree to different arrangements in writing, the Agency shall negotiate with any talent or celebrities (if applicable) on behalf of the Client, but the Client shall contract with such suppliers directly in order to derive maximum benefit from the relationship.

Legal Clearances and Indemnification

The Client is responsible for obtaining all legal clearances required for the performance of services hereunder.

Liability of Agency

Agency shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including delays and nonperformance caused by viruses, denial of service attacks, other acts or omissions by third parties, Internet service providers, the Client



PIVOT PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

or its staff, strikes, lockouts, work slowdowns or stoppages, accidents, fires, acts of God, terrorism, failure by the Client to timely furnish information or approve or disapprove work, or faulty performance by the Client or others, including third-party contractors hired by Agency or by Client. Agency shall not be liable for any indirect, third-party, incidental, special, consequential, exemplary or punitive damages arising from this Agreement. Agency's maximum liability under this Agreement shall not exceed the total fees received by it hereunder.

Term and Termination

The project duration is from June 16, 2023 - July 12, 2024. Either party may terminate this Agreement for any reason upon giving 30 days' prior written notice to the other without penalty. Upon termination of this Agreement by Client without Agency's fault or consent, Client shall pay Agency, in addition to all of the fees earned by Agency pursuant to the terms hereof, an early termination fee equal to 40% of the total remaining fees payable to Agency hereunder (as specified in the SOW), plus any and all expenses and third-party costs reasonably incurred by Agency through the effective date of cancellation.

At Agency's election, Client's delay of work under this Agreement for a cumulative period of more than 15 days without Agency's fault or consent shall be considered a termination of this Agreement by Client within the meaning of the immediately preceding sentence. If Client desires to terminate this Agreement due to Agency's fault, Client shall give Agency written notice detailing the nature of Agency's fault and possible remedies, whereupon Agency shall have a reasonable period of time (but in no event less than 15 days) to cure such fault. Termination by Client without providing the foregoing notice and cure period shall be considered "termination without Agency's fault" as described above.

Governing Law; Jurisdiction

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia, without regard to any conflict of laws principles. Each party hereby irrevocably consents to the exclusive jurisdiction of the State and Federal courts sitting in Gwinnett County, Georgia for the purpose of hearing and deciding any and all disputes, claims and controversies arising out of and relating to this Agreement. The prevailing party in any such action or proceeding shall be awarded all of the costs and fees incurred by it reasonably related thereto, including the fees of its attorneys.



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

STATEMENT OF WORK

This Statement of Work (the “SOW”) is entered into on the specified date below by PivotPath LLC (“Agency”) and the City of Clarkston, Georgia (the “Client”) pursuant to the terms of the Master Services Agreement (the “Agreement”), dated as of 15 June 2023, between Agency and Client which is herein incorporated by this reference. In the event of a conflict between any terms of the Master Services Agreement and the terms of this SOW, the applicable terms of this SOW shall control.

Scope of Work: Marketing, Communications and Public Relations Services

Project Date: July 3, 2023 - December 31, 2023

Beginning **project commencement**, the Consultant ("Agency") will provide the following deliverables:

- Develop a comprehensive communications plan that provides a strategic (general, big-picture) vision and goals and tactical (specific, small-scale) steps for achieving them.
- Formulate a social media and email marketing management plan that expands the City's ability to reach its target audiences, especially businesses.
- Provide visibility for City events and successful efforts by City leadership, residents and local business owners.
- Chart a media relations and outreach plan designed to earn the attention of local, regional, and national media with specific concern for target audiences.
- Cultivate relationships with local media on behalf of the City to ensure positive narratives are being properly and effectively disseminated.
- Craft engaging and clear graphic design in support of all other elements.
- Develop marketing collateral to highlight the City's urban planning, economic development and business opportunities to present the City as an excellent investment.
- Remain responsive and transparent with City leadership at all stages.

Note: Regular communication and monitoring are essential for project success.

Services beyond these deliverables will be determined and quoted as needed.

Note: Contingencies are provisions or alternative plans put in place to address unforeseen circumstances or potential risks that may arise during the project. In the context of providing the City of Clarkston with marketing, communications and public relations support services, some potential contingencies to consider could include:

- Adequate collaboration and cooperation from the City's leadership, staff, and stakeholders in implementing the marketing, communications, and public relations efforts.



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

STATEMENT OF WORK

- Access to relevant information, data, and resources necessary for developing a comprehensive communications plan and social media management plan.
- Timely feedback and input from City officials and staff to ensure the accuracy and effectiveness of the brand strategy, guidelines, and marketing collateral.
- Availability of relevant content, updates, and successful efforts by City leadership, residents, and local business owners for promotion and visibility purposes.
- Timely approval and support from the City's decision-makers for the implementation of the proposed strategies and initiatives.
- Budgetary considerations to support the implementation of the proposed strategies, including graphic design, marketing collateral production, and media outreach efforts.
- A commitment to maintaining transparency and open communication with City leadership throughout the project to ensure alignment with their vision and goals.

Miscellaneous

This agreement is between Client and Agency and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other. This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent. Signing a copy of this agreement, physical or electronic, shall have the same effect as signing an original.

Shawanna Qawiy

Client Representative/Name

Shawanna Qawiy, City Manager

Client Representative Signature

july 7, 2023

Date

Elizabeth M'balu Oke

PivotPath Representative

PivotPath Representative Signature

3 June 2023

Date

PivotPath, LLC

930 New Hope Rd Ste 11-628
Lawrenceville, GA 30045 US
+1 4043913528
elizabeth@pivotpathdigital.com

**INVOICE**

BILL TO
City Manager Shawanna Qawi
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

INVOICE 1708
DATE 07/31/2023
TERMS Net 30
DUE DATE 08/30/2023

DATE		DESCRIPTION	QTY	RATE	AMOUNT
07/10/2023	Software Fee	One time initial software and integration set up fee with Digital media	1	1,200.00	1,200.00
07/11/2023	Copywriting Services	Clarkston Police Job Fair and Distribution	1	650.00	650.00
07/11/2023	Social Media Marketing	SM comms plan build out- CPD graphic and caption	3	95.00	285.00
07/12/2023	Strategic Planning	July 2023 strategic comms plan & brand audit based on branding logos presented	4	150.00	600.00
07/13/2023	Marketing & Comms Services	2 Press releases (Back to School and PS Award) @\$650 each; social media comms plan build out, calendar add and social listening and engagements	1	1,550.00	1,550.00
07/14/2023	Marketing & Comms Services	Social listening and engagements;	1	95.00	95.00
07/15/2023	Social Media Marketing	Social media caption and post	1	95.00	95.00
07/16/2023	Social Media Marketing	Engagement and scheduling for Week of July 16th; graphics for week; flyer for Job Fair	7	95.00	665.00
07/16/2023	Strategic Planning	July 2023 comms strategy	3	150.00	450.00
07/17/2023	Social Media Marketing	Social Media graphics and posts	4	95.00	380.00
07/18/2023	Project Management	COC/PP Website and Comms Meeting	1	125.00	125.00
07/18/2023	Creative Graphic	Social Media graphics	3	95.00	285.00
07/18/2023	Media/PR	July 26 Job fair release and distribution	1	500.00	500.00
07/19/2023	Website Services	Web Site Navigation; Adding content (press releases and banner)	1.50	95.00	142.50

07/19/2023	Creative Graphic	Back to School Splash Flyers design (\$200) and Social Media graphic	1	275.00	275.00
07/20/2023	Creative Graphic	National Night Out Flyer (\$200) design and Social Media Graphic	1	275.00	275.00
07/21/2023	Copywriting Services	Drafting "This month in Clarkston"	3	95.00	285.00
07/21/2023	Creative Graphic	Community Table Talk Flyers design and Social Media Posts	1	275.00	275.00
07/21/2023	Marketing & Comms Services	Arranging email blast content, social media and transition of accounts with Dustin and City	5	95.00	475.00
07/24/2023	Creative Services	Eblast	3	95.00	285.00
07/24/2023	Media/PR	NNO press release and distribution	1	500.00	500.00
07/25/2023	Social Media Marketing	Graphics, scheduling month of July and engagements	6	95.00	570.00
07/25/2023	Website Services	Website Audit	8	95.00	760.00
07/26/2023	Marketing & Comms Services	Townhall meeting flyer, graphic and social media engagement	3	95.00	285.00

July 2023 services

BALANCE DUE

USD 11,007.50

CITY OF CLARKSTON

ITEM NO: 7C

CITY COUNCIL MEETING

HEARING TYPE:
Council meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve a resolution disavowing the reported contract with Prologistics ITS, LLC.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Acting City manager, Dan Defnall
PHONE NUMBER: (404) 296-6489

PURPOSE: To disavow the purported contract with Prologistics ITS, LLC for security cameras and related services and to direct that this need be addressed through the city's adopted procedures for procurement.

NEED/ IMPACT: To promptly solicit bids or proposals to address the City's need for security camera equipment and installation services and to present the results of said solicitation to the City Council at a future Work Session for action at the following Regular Meeting.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY OF CLARKSTON TO DISAVOW THE
REPORTED CONTRACT WITH PROLOGIC ITS, LLC FOR SECURITY
CAMERAS AND RELATED SERVICES.**

WHEREAS, it has come to the attention of the Mayor and City Council that the City Manager has directed ProLogic ITS, LLC to proceed with providing and installing certain security camera equipment pursuant to a reported contract between ProLogic ITS, LLC and the City of Clarkston; and

WHEREAS, the reported contract between the City and ProLogic ITS, LLC was not subject to public bid or proposal pursuant to City Code Sec. 2-5; and

WHEREAS, the reported contract between the City and ProLogic ITS, LLC was not approved by majority vote of the City Council pursuant to City Charter Sec. 2.03; and

WHEREAS, the reported contract between the City and ProLogic ITS, LLC was not approved as to form by the City Attorney pursuant to City Charter Sec. 3.03; and

WHEREAS, a reported contract that has not been subjected to the City's legal procurement process, has not been approved as to form by the City Attorney and has not been approved by the City Council is not legally binding and cannot be enforced against the City.

NOW, THEREFORE, BE IT RESOLVED that the reported contract between the City and ProLogic ITS, LLC is hereby disavowed by the City Council and declared null and void.

BE IT FURTHER RESOLVED that the City Manager is directed to contact ProLogic ITS, LLC to make them aware of this resolution.

SO RESOLVED this _____ day of _____, 2023.

**CITY COUNCIL OF THE CITY OF
CLARKSTON, GEORGIA**

Mayor Beverly H. Burks

Attest:

Tomika R. Mitchell
City Clerk

Approved as to Form:

Stephen Quinn

Stephen G. Quinn
City Attorney



TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

City of Clarkston-Other-1

Quote # 005651
Version 1

Quote Prepared for:

City of Clarkston

Christine Hudson
chudson@cityofclarkston.com

Prepared by:

ProLogic ITS LLC

Dan Gimotty
404-702-3010
Dan.Gimotty@ProLogicITS.com

WWW.PROLOGICITS.COM

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
NBE-3503-AL-P	DINION IP 3000I IR BULLET 5MP HDR 3.2-10MM IP66 IK10 IR NDAA COMPLIANT	\$534.46	2	\$1,068.92
NDI-5503-AL	FLEXIDOME IP 5MP HDR 3-10MM AVF INDOOR IR	\$1,108.49	2	\$2,216.98
CS34P BLU C6 4/23 U/UTP CPK 1KFT	23-4P UTP-PLENUM SOL BC CAT6 CS34P BLUE BOX 1000 FT UN874049914/10	\$328.65	1	\$328.65
DTK-MRJPOES	POE SURGE PROTECTOR SHIELDED RJ45 IN / OUT UL 497B LISTED	\$66.21	2	\$132.42
VOR-ORM	OUTREACH MAX POE REPEATER (100M EXTENSION PER UNIT)	\$220.55	2	\$441.10
85-366	CAT 6 MODULAR PLUG,RJ45 PACK OF 25	\$22.87	1	\$22.87
CO166S2-02F003	PATCHCORD MINO6 SERIES U/UTP REDUCED DIAMETER LS CM 4PR STRANDED LT BLU	\$14.31	4	\$57.24
DEM-310GT	1000LX LC SINGLEMODE MINI-GBICTRANSCEIVER ; 15KM MAX CAT:A ; WAR: 5 YEARS	\$25.09	2	\$50.18
050502T5120001 M	2-F JUMPER 1MT 50/125 OM3 LC-LC-DUPLEX ULTRABEND	\$27.88	1	\$27.88
MRQ100V06	6U MINIRAQ STANDARD	\$317.34	1	\$317.34
TPE-1620WS	16-PORT GIGABIT WEB SMART SWITCH W/ 2 SH	\$448.92	1	\$448.92
JPM624A	BLACK BOX CONNECT CAT6 PATCH PANEL - 1U	\$86.45	1	\$86.45
MWRIW6000B	MWR IN-WALL	\$405.39	1	\$405.39
HDMICP10	10 FT.28 AWG 7.3 MM 741835105	\$18.09	1	\$18.09
HDMICP25	HDMICP25 HDMI PREMIUM CERTIFIED CABLE 18	\$45.81	1	\$45.81
300918	15/32 in. x 4 ft. x 4 ft. Sanded Plywood	\$36.84	1	\$36.84
803942	1/4 in. x 4 in. Zinc-Plated Toggle Bolt with Round-Head Phillips Drive Screw (10-Piece)	\$9.98	1	\$9.98
853429	3/4 in. x 10 ft. Electric Metallic Tube (EMT) Conduit	\$11.74	50	\$587.00
521711234EW-25R	4 in. 30.3 cu. in. Metallic Square Box	\$4.01	1	\$4.01
26232	3/4 in. Electrical Metallic Tube (EMT) Compression Connectors (5-Pack)	\$5.81	1	\$5.81

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
2923B5	3/4 in. EMT Compression Coupling, 5-Pack	\$6.25	1	\$6.25
96152	3/4 in. Electrical Metallic Tube (EMT) 1-Hole Conduit Straps (4-Pack)	\$1.98	3	\$5.94
27502	3/4 in. Electrical Metallic Tube (EMT) Insulating Bushing (4-Pack)	\$1.35	1	\$1.35
UN43TU7000FXZ A	SAMSUNG 43" Class 4K Crystal UHD (2160P) LED Smart TV with HDR	\$329.40	1	\$329.40
32LM577BZUA	LG 32" Class Full HD (720p) HDR Smart LED TV	\$174.12	1	\$174.12
XM-012	Full Motion TV Wall Mount for 26-60" TVs, Universal Articulating TV Mount with Swivel Tilt Extension Rotation Max VESA 400x400mm up to 100lbs	\$35.86	2	\$71.72
SHIPPING	Shipping	\$411.76	1	\$411.76

Subtotal: **\$7,312.42**

ProLogic Services

Manufacturer Part Number	Description	Price	Qty	Ext. Price
PROLOGICSVCS	Installation Consumables	\$111.42	1	\$111.42
PROLOGICSVCS	Installation of all products mentioned here within, all additional products are subject to an additional charge.	\$12,000.00	1	\$12,000.00

Subtotal: **\$12,111.42**

City of Clarkston-Other-1

Prepared for:

City of Clarkston

3921 Church St
Clarkston, Georgia 30021
Christine Hudson
(404) 292-9465
chudson@cityofclarkston.com

Bill To:

City of Clarkston

Christine Hudson
3921 Church St
Clarkston, Georgia 30021

Ship To:

City of Clarkston

Christine Hudson
3921 Church St
Clarkston, Georgia 30021

Quote Information:

Quote #: 005651

Version: 1
Delivery Date: 06/29/2023
Expiration Date: 07/27/2023

Quote Summary

Description	Amount
Products	\$7,312.42
ProLogic Services	\$12,111.42
Total: \$19,423.84	

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). A PO is required for orders exceeding \$10,000. Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancellations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

City of Clarkston

Signature: Shawanna Qawiy

Name: Shawanna Qawiy

Title: City Manager

Date: 7/6/23

CITY OF CLARKSTON

ITEM NO: 7D

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve a resolution approving an agreement with Integrated Science & Engineering, Inc. to conduct the Clarkston Stormwater Utility Digest Review.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Acting City manager, Dan Defnall
PHONE NUMBER: (404) 296-6489

PURPOSE: To determine whether billing discrepancies occurred on a random sample of Utility accounts. During the analysis it was discovered that approximately 35% of the accounts contained discrepancies. The purpose of this work authorization is to conduct a review of all parcels of developed land within the City that evaluates proper and appropriate assessment of stormwater management service charges.

NEED/ IMPACT: Task I -Parcel Mapping: Integrated Science & Engineering, Inc. will obtain the 2022 aerial photography and parcel GIS files from DeKalb County. ISE will classify each of the land parcels in the City into one of four categories: 1) detached dwelling unit, 2) developed land not classified as detached dwelling unit, 3) undeveloped, or 4) vacant (undevelopable land e.g. conservation easements/greenspaces, wetlands, cemeteries, railroads). A database will be established with one record for each land parcel to develop the customer list. Task 2 will establish impervious surface area database, Task 3 will be the user fee file development, and Task 4 is optional for a UAS aerial imagery:

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING AN AGREEMENT WITH INTEGRATED SCIENCE & ENGINEERING, INC. TO CONDUCT THE CLARKSTON STORMWATER UTILITY DIGEST REVIEW.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council executes the agreement with Integrated Science & Engineering, Inc. to conduct the Clarkston Stormwater Utility Digest Review to determine whether billing discrepancies occurred on a random sample of Utility accounts. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

To: Shawanna N. Qawi
Company: City of Clarkston
Address: 1055 Rowland Street
Clarkston, Georgia 30021

Date: July 12, 2023
From: Jason Ray, GISP
Copy to: Larry Kaiser, P.E.
file

Project: Clarkston Stormwater Utility Digest Review

Background Information:

Integrated Science & Engineering, Inc. (ISE) recently completed an initial review of the City of Clarkston (City) Stormwater Utility (Utility). The purpose of the review was to determine whether billing discrepancies occurred on a random sample of Utility accounts. During the analysis it was discovered that approximately 35% of the accounts contained discrepancies. The purpose of this work authorization is to conduct a review of all parcels of developed land within the City that evaluates proper and appropriate assessment of stormwater management service charges.

Scope of Work:

Task 1 - Parcel Mapping

ISE will obtain the 2022 aerial photography and parcel GIS files from DeKalb County. ISE will classify each of the land parcels in the City into one of four categories: 1) detached dwelling unit, 2) developed land not classified as detached dwelling unit, 3) undeveloped, or 4) vacant (undevelopable land e.g. conservation easements/greenspaces, wetlands, cemeteries, railroads). A database will be established with one record for each land parcel to develop the customer list.

Task 2 - Establish Impervious Surface Area Database

ISE will delineate the impervious surface area associated with the parcels previously identified in Task 1 as developed land not classified as detached dwelling unit. ISE will generate one impervious area per parcel with a corresponding measurement of the area measured in square feet. The impervious area will be developed in ArcGIS utilizing the 2022 DeKalb County aerial photography and DeKalb County parcel GIS files for Clarkston and Clarkston Annex. Following completion of the delineations, ISE will spot check the impervious areas through a windshield survey of the City to identify potential areas that were misclassified in the aerial photography. Examples of such areas typically include gravel driveways, etc. Once complete, a union of the impervious surface and the point account layer will be performed. This information will then be exported from GIS to Excel for verification with the Utility's stormwater digest report.

WORK AUTHORIZATION

Task 3 - User Fee File Development

ISE will compare the stormwater digest billing information provided by the City to the calculated impervious area developed through Tasks 1-2. The underlying assumption is that one Equivalent Runoff Unit (ERU) is equivalent to one thousand five hundred (1,500) square feet of impervious surface and one ERU is billed \$63.96 per year. A list of discrepancies will be compiled and provided to the City for their use.

Optional Task 4 - UAS Aerial Imagery

No site visits are planned as part of this review. Due to the nature of development, newly constructed properties may not be represented in the 2022 DeKalb County aerial photography. If any "developed land not classified as detached dwelling unit" parcels are mis-classified as undeveloped due to outdated aerial imagery, the City may request ISE acquire aerial imagery of the new development via Unmanned Aerial System (UAS) operated by one of ISE's FAA Part 107 licensed pilots. The imagery will be processed and geo-rectified for integration into ArcGIS, then subsequently analyzed for impervious surface area.

Schedule:

ISE is prepared to begin work following receipt of authorization. We anticipate the scope of work for Tasks 1 through 3 can be completed within a 4 to 5 month period.

Fee Estimate:

Task No.	Task Name	Contract Amount	Billing Type
1	Parcel Mapping	\$ 7,000.00	Lump-sum
2	Establish Impervious Surface Area Database	\$ 28,000.00	Lump-sum
3	User Fee File Development	\$ 5,000.00	Lump-sum
TOTAL		\$ 40,000.00	
Optional Task 4	UAS Aerial Imagery	\$ 2,760.00	Lump-sum

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the City prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

If this Work Authorization is acceptable, please sign and return a copy for our records as our notice to proceed.

WORK AUTHORIZATION

Authorization:

Authorized by: _____

Title: _____

Print Name: _____

Date: _____

Terms and Conditions Included

WORK AUTHORIZATION

TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

Billings/Payment: Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE's cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Client.

Indemnification: The Client shall indemnify and hold harmless ISE and all of its personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Client, anyone directly employed by the Client (except ISE), or anyone for whose acts any of them may be liable.

ISE shall indemnify and hold harmless Client and all of Client's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and ISE, the risks have been allocated such that ISE and the Client agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this Agreement, whichever is less. Such causes include, but are not limited to, ISE's or Client's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by written notice by either the Client or ISE should the other fail to perform its obligations

hereunder. In the event of termination, the Client shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Client for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to ISE. Client further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE's written approval.

Discovery of Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The client acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Client agrees to compensate ISE for the additional cost of such work.

Site Operations: ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The Client recognizes that ISE's research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Client is fully responsible for and assumes all risks associated with such conditions.

Construction Activities: Unless specifically stated otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

Integration: This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

WORK AUTHORIZATION

UNIT RATES – 2023 BILLING RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 230.00
Principal	\$ 210.00
Sr. Project Manager	\$ 185.00
Project Manager	\$ 170.00
Project Engineer III	\$ 165.00
Project Engineer II	\$ 150.00
Project Engineer I	\$ 135.00
Engineer II	\$ 125.00
Engineer I	\$ 110.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 160.00
Survey Crew (1-person)	\$ 150.00
Survey Crew (2-person)	\$ 175.00
Planner	\$ 125.00
Technician III	\$ 125.00
Technician II	\$ 105.00
Technician I	\$ 85.00
Administrative	\$ 75.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%

CITY OF CLARKSTON

ITEM NO: 7E

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve a resolution approving an agreement with CSX Transportation, Inc. for the Realignment of Northern Ave. to Mell Ave. at Church St.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Acting City manager, Dan Defnall
PHONE NUMBER: (404) 296-6489

PURPOSE: To facilitate the development of the proposed Realignment of Northern Ave. to Mell Ave. at Church St. with the addition of new traffic signals and preemption interconnection with the Mell Ave. at-grace crossing at DOT# 279740D, MP YYG-160.95 CSXT Gulf Zone, Atlanta Terminal Sub.

NEED/ IMPACT: The preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "Engineering Work"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING AN AGREEMENT WITH CSX TRANSPORTATION, INC. FOR THE REALIGNMENT OF NORTHERN AVE. TO MELL AVE. AT CHURCH ST.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council executes the agreement with CSX Transportation, Inc. for the Realignment of Northern Ave. to Mell Ave. at Church St. to facilitate the development of the proposed Realignment of Northern Ave. to Mell Ave. at Church St. with the addition of new traffic signals and preemption interconnection with the Mell Ave. at-grace crossing at DOT# 279740D, MP YYG-160.95 CSXT Gulf Zone, Atlanta Terminal Sub. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

Clarkston, DeKalb Co., GA
Realign Northern Ave to Mell Ave. at Church St.
279740D, Atlanta Terminal YYG-160.95
OP No. _____

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "Agreement") is made as of _____, 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), The City of Clarkston, a body corporate and political subdivision of the State of Georgia ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed Realignment of Northern Ave. to Mell Ave. at Church St. with the addition of new traffic signals and preemption interconnection with the Mell Ave. at-grade crossing at DOT# 279740D, MP YYG-160.95 CSXT Gulf Zone, Atlanta Terminal Sub., in Clarkston, DeKalb Co., GA (the "Project").
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

- 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$20,750** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight

Clarkston, DeKalb Co., GA
Realign Northern Ave to Mell Ave. at Church St.
279740D, Atlanta Terminal YYG-160.95
OP No. _____

carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: The City of Clarkston
1055 Rowland St.
Clarkston, GA 30021
Attention: City Manager

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the State of Georgia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in DeKalb County, Georgia, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in DeKalb County, Georgia.

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Clarkston, DeKalb Co., GA
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BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **August 21, 2023**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

The City of Clarkston

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Todd Allton
Project Manager II – Public Projects

Clarkston, DeKalb Co., GA
Realign Northern Ave to Mell Ave. at Church St.
279740D, Atlanta Terminal YYG-160.95
OP No. _____

ESTIMATE SUBJECT TO REVISION AFTER: 6/12/2024 DOT NO.: 279740D
CITY: Clarkston COUNTY: DeKalb STATE: GA
DESCRIPTION: Realign Northern Ave. to Mell Ave at Church St. PE review and signal design for preemption
interconnection
ZONE: Gulf SUB-DIV: Atlanta Terminal MILE POST: YYG-160.95
AGENCY PROJECT NUMBER: 0

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services CSXT Signal Design & Admin	\$	6,000
Contracted & Administrative Engineering Services STV	\$	14,750
Subtotal	\$	20,750

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services	\$	-
Subtotal	\$	-

FLAGGING SERVICE: (Contract Labor)

Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
Labor (Foreman/Inspector)	0	Days @	\$ 504.00	\$	-
Additive	128.00%	(Transportation Department)		\$	-
Additive	160.00%	(Engineering Department)		\$	-
Subtotal				\$	-

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 20,750

CONTINGENCIES:

10.00% of construction costs only

\$ -

PROJECT TOTAL:

***** \$ 20,750

CURRENT AUTHORIZED BUDGET:

***** \$ -

TOTAL SUPPLEMENT REQUESTED:

***** \$ 20,750

DIVISION OF COST:

Agency	100.00%	\$	20,750
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Incorporated

Approved by: 0 CSXT Public Project Group

DATE: 06/13/23 REVISED: 01/00/00 DATE: 01/00/00

Clarkston, DeKalb Co., GA
Realign Northern Ave to Mell Ave. at Church St.
279740D, Atlanta Terminal YYG-160.95
OP No. _____

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Clarkston, Dekalb Co., GA Realign Northern Ave. to Mell Ave at Church St. DOT 279740D Gulf Zone, Atlanta Terminal Sub., YYG-160.95

CSXT OP# _____ (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Todd Allton
Project Manager II - Public Projects
Todd_Allton@csx.com
Stephanie Williams – Engineering Assistant
Stepanie_Williams@csx.com
Janae Hudgins – Project Coordinator
Janae.Hudgins@stvinc.com**

(All information below to be completed by Agency providing Payment)

Sponsor Name

Payment Date

Check #

Amount

CITY OF CLARKSTON

ITEM NO: 7F

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve an application by AM United, LLC DBA M Mart for an Alcohol License at 926 Montreal Rd., Clarkston, GA 30021 due to change of ownership.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Acting City manager, Dan Defnall
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve an application by AM United, LLC DBA M Mart for an Alcohol License at 926 Montreal Rd., Clarkston, GA 30021 due to change of ownership.

NEED/ IMPACT: For AM United, LLC DBA M Mart to obtain an Alcoholic Beverage License within the City of Clarkston.

RECOMMENDATION: The Alcohol Review Committee met on August 23, 2023, to review the new application (which is also a change of ownership) for a new alcoholic beverage license submitted by AM United LLC, located at 926 Montreal Road, Clarkston, GA 30021. The application meets all zoning requirements. Therefore, the Alcohol Review Committee recommends approval of the application.

NEW ALCOHOLIC BEVERAGE LICENSE INFORMATION & CHECK LIST

- ☐ A state license must be obtained before any alcoholic beverages can be served or sold in the City of Clarkston. Contact the Georgia Department of Revenue at (404) 417-4902.
- ☐ Read and understand the City's Alcohol Beverage Ordinance, Chapter 3 of the Code of Ordinances.
- ☐ If applicant is a new establishment you must also obtain an Occupational Tax Permit, please contact City Hall at (404) 296-6489.
- ☐ The following information will be required at the time of submittal of the application:
 - ☒ Completed Application Form (signed and notarized);
 - ☒ Must obtain or have an Occupational Tax Certificate;
 - ☒ Personnel Statements from owner, partners, officers, directors, and major stockholders of private corporations, and general manager with **two current passport photographs**
 - ☐ Two (2) Fingerprint Cards; Must be obtained with DeKalb County, Police Headquarters, 3630 Camp Circle, Decatur, See attached form *Smith*
 - ☒ All individuals required to complete personnel statements must contact the Police Department at (404) 292-9465 for background check.
 - ☒ Cash or check for the license fee plus the administrative fee;
 - ☒ Evidence of Ownership of the building or copy of the lease, if applicant is leasing the building;
 - ☒ A survey showing the distance to the nearest school/school grounds, church, library, public park, alcohol treatment facility, adult entertainment;
- ☐ If applicant represents a franchise, copy of the franchise agreement;
- ☐ If applicant represents an eating establishment, submit a copy of the menu;
- ☐ If applicant represents a partnership, submit copy of the partnership agreement;
- ☐ If applicant represents a corporation, submit articles of incorporation and certificate of incorporation;
- ☐ Project purchases/projected gross sales (if applying for distilled spirits consumption);
- ☐ Establishments holding an Alcohol Beverage License from the City of Clarkston must submit the following reports:

On-Premise Consumption

- ☐ Excise tax-reporting for Liquor Sales (to be submitted monthly). Due the 20th of each month;
- ☐ Quarterly Reporting of food/alcohol sales; due the last day of the month after each calendar quarter.

BUSINESS REGISTRATION/OCCUPATIONAL TAX CERTIFICATE APPLICATION

For Calendar Year 2023

Check One: ☒ New ☐ Amended ☐ Final (Date business sold or closed : _____)
Check One: ☐ Sole Owner ☐ Partnership ☐ Corporation ☐ LLC
Check One: ☐ Home-Based ☐ Commercial Space
Business Days Open: _____ Business Hours of Operation: _____

Exact Description and Nature of Business: REAL ESTATE

Business Name: <u>AM UNITED LLC</u>	
Business Address: <u>926 MONTREAL ROAD CLARKESTON GA 30021</u>	
Mailing Address: <u>926 MONTREAL ROAD CLARKESTON GA 30021</u>	
Email Address: <u>GADOR@PINNACLEINSURANCE.BIZ</u>	
Federal ID Number: <u>[REDACTED]</u>	Georgia Sales Tax Number: <u>[REDACTED]</u>
Business Owner Name: <u>GULNAR LASSI</u>	
Owner's Home Address: <u>[REDACTED]</u>	
Business Phone: <u>678-392-2177</u>	Home Phone: _____
Owner's Social Security Number <u>[REDACTED]</u>	D.O.B. <u>[REDACTED]</u> 1977
Business Manager: <u>GULNAR LASSI</u>	
Manager's Home Address: <u>[REDACTED]</u>	
Business Phone: <u>678-392-2177</u>	Home Phone: _____
Manager's Social Security Number: <u>[REDACTED]</u>	
Name and Address of Places of Employment of Owner and Manager for Past Five Years: <u>Ras Business LLC, 3850 Lavista Road, Tucker, Ga. 30084</u>	

In accordance with the business ordinance of the City of Clarkston, Georgia, I (print name) GULNAR LASSI, being the (insert title) AM UNITED LLC of the business, do certify that I am the person duly authorized by the business herein named to file this application. I understand that this application does not authorize me to conduct business and that the license cannot be issued without the approval of the Fire Marshall.

Applicant Signature _____

Date 05-18-23

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20.
Executed in CLARKSTON (City), GA (State).

Signature of Applicant _____

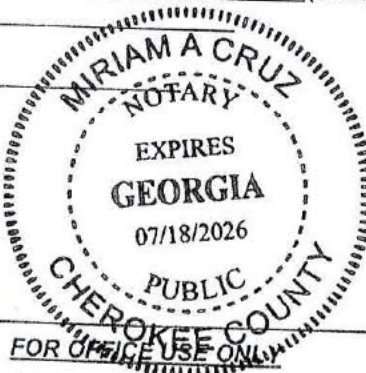
Date 05-18-23

Printed Name GULNAR LASSI

Subscribed to and sworn before me on this the

19 Day of MAY 20 23.

Notary Public _____



SIC Code: _____ Business Type: _____ Business Class: _____ App Fee Pd: _____
To Code: _____ Code Approved by: _____ Date Approved: _____ Comments Attached: _____
To P&Z: _____ P&Z Approved by: _____ Date Approved: _____ Comments Attached: _____

New Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper. Holding an alcohol beverage license with the City of Clarkston is a privilege.

Date: 7/21/23 ☒ New ☐ Amendment
Contact Name: Gulnar Lassi Phone: [REDACTED]
Business/Trade Name: AM UNITED LCC
D/B/A: M Mart
Business Address: 926 MONTREAL ROAD CLARKSTON GA 30021
Emergency Contact Name: Akber Lassi Phone: [REDACTED]

TYPE OF BUSINESS

- ☐ Convenience Store
☒ Grocery Store
☐ Package Store
☐ Manufacturer
☐ Specialty Beverage Store
☐ Restaurant
☐ Wholesale
Other: _____

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

- ☐ Beer/Malt Beverages \$750
☐ Wine \$750
☒ Beer/Wine/Malt Beverages \$1,000
☐ Distilled Spirits \$2,500
☐ Wholesale Wine or Beer/Malt \$350
☐ Wholesale Beer/Wine/Malt \$450
☐ Wholesale Distilled Spirits (City) \$5,000, No location in City \$450
☒ Administrative (Investigative Application) Fee (applicable to all Licenses) \$200.00
Employee Work Permit Initial/Renewal \$50.00 (per employee) Must apply Clarkston Municipal Courts Office (404-292-9465)

FOR OFFICE USE ONLY

Department	Date	Approve/Deny	Comments
City Clerk			
Planning & Development	8/23/23	LC	New Order w/ new BL
Police Department	8-23-23	C.A. Hudson Approve	
Quality of Life Officer	8/17/2023	Smith	
City Manager			

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: GULNAR LASSI Date of Birth: ██████ 977
Current Address: ██

Name of Agent or Representative (if different from Applicant): NA
Phone: NA
Address: NA

Address of Applicant (if different for the past 5 years):
NA

Have you ever been arrested? ☐ Yes ☒ No (If yes, explain) _____

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for at said business? ☒ Yes ☐ No (If not issued by the City of Clarkston please include a copy with application.)

Federal Tax ID Number: ██████████ State Tax ID Number: ██████████

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) _____

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
GULNAR LASSI	PRESIDENT	██████████	██	100

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Position	Social Security Number	Address	% of Interest

If new application for Retail Sale, attach a surveyor's plat and state the straight line distance from property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

Church: 734 School: 1128
 Library: 2242 Public Recreation: 2308

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Clarkston. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.


 Signature of Applicant or Agent

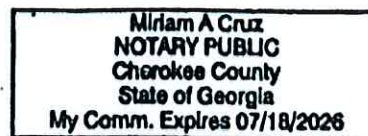
GULNAR LASSI
 Print or Type Name

I certify that GULNAR LASSI (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 7 day of July, 2023.

 Miriam A Cruz
 Notary Public

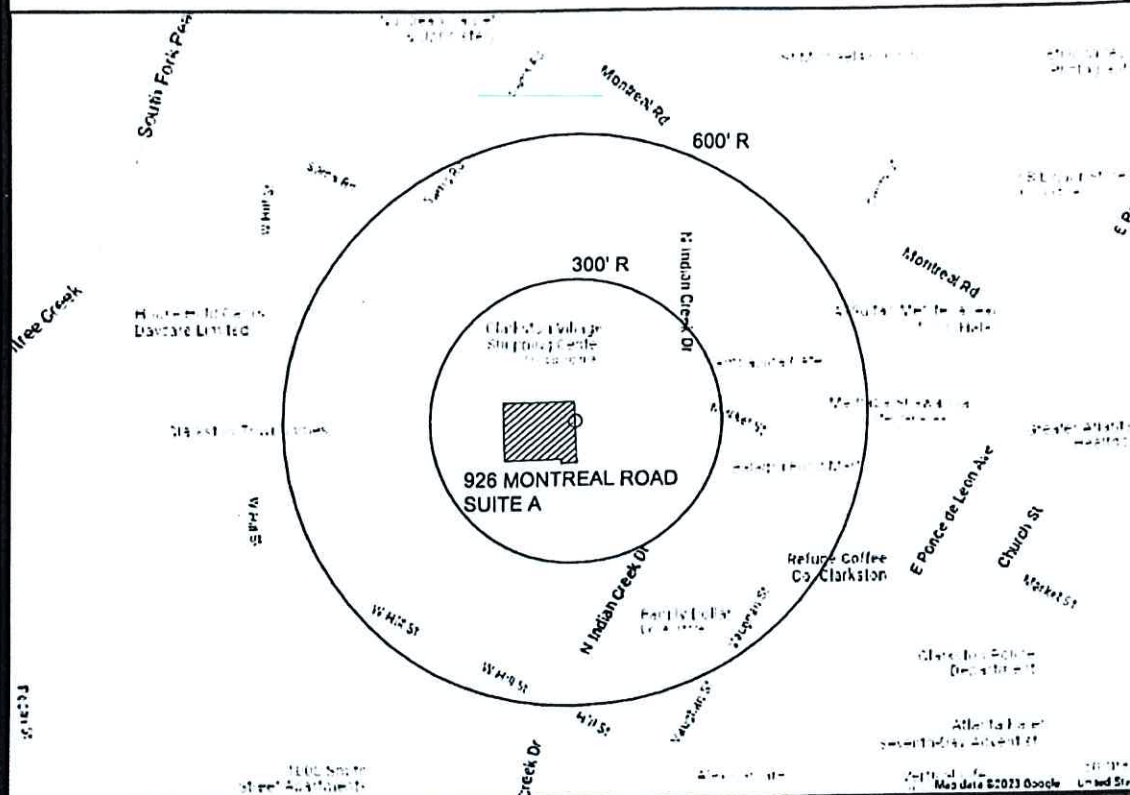
My commission expires on: 7/18/2026



ATLANTA ENGINEERING SERVICES, INC. HAS NOT
PERFORMED A BOUNDARY LINE SURVEY AS PER
THE GEORGIA PLAT ACT O.C.G.A. 15-6-87.

ATLANTA ENGINEERING SERVICES

918 HOLCOMB BRIDGE ROAD, SUITE 201
ROSWELL, GEORGIA 30076
PHONE: 770-316-1720



DISTANCE MEASUREMENTS:

SCHOOL OR SCHOOL GROUNDS:
HEARTWOOD AGILE LEARNING CENTER
3983 CHURCH STREET, CLARKSTON, GA 30021
1128' MEASURED IN A STRAIGHT LINE

CHURCH: CHRIST COMMUNITY AME CHURCH
4154 E. PONCE DE LEON AVE, CLARKSTON, GA 30021
734' MEASURED IN A STRAIGHT LINE

LIBRARY: CLARKSTON LIBRARY
951 NORTH INDIAN CREEK DRIVE, CLARKSTON, GA 30021
2242' MEASURED IN A STRAIGHT LINE

PUBLIC RECREATION:

FRIENDSHIP PARK
4399 PONCE DE LEON AVE
CLARKSTON, GA 30021
2308' MEASURED IN A STRAIGHT LINE

OWNER:

ALCOHOLIC LICENSE SURVEY FOR:
GULNAR LASSI
926 MONTREAL ROAD, SUITE A
CLARKSTON, GA 30021

Business name: **M MART**

Site Address: **926 MONTREAL ROAD, SUITE A**
CLARKSTON, GA 30021

DEKALB COUNTY
STATE OF GEORGIA

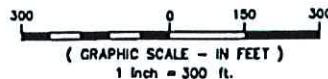
JOB. NO. 2023-3313
SCALE: AS NOTED
DWN. BY: ELA
FIELD WORK: 08-11-2023
DATE DRAFTED: 08-11-2023
REVISION:



NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY ATLANTA ENGINEERING SERVICES, INC. OR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

GENERAL NOTES:

1. THIS MAP IS A SPECIAL PURPOSE MAP INTENDED FOR SOLE USE OF THE OWNER.
2. ALL MATTERS OF TITLE ARE EXCEPTED.
3. THIS PLAT IS NOT FOR RECORDING.
4. EQUIPMENT USED FOR MEASUREMENTS: SURVEY MEASURING WHEEL AND GOOGLE EARTH.
5. DISTANCES MEASURED IN A STRAIGHT LINE



BACKGROUND CHECK OWNERS/MANAGERS

An Alcohol Permit Applications must include a background check for all owners, partners and managers.

Application must be made to the City of Clarkston Police Department, Municipal Courts, 3921 Church Street, Clarkston, GA 30021, (404) 292-9465

Hours: 9:00a.m. to 4:00p.m. Monday through Friday

Fees:

Owner/Manger Permits are \$50.00 which includes processing of Criminal History record

Payment Forms: Cash or Credit Card

Name: GULNAR LASSI Date: 7/21/23

Business: AM UNITED LLC Title: OWNER

Are you an Owner or Manager? ☒ Manager ☒ Owner ☐ Partner

If you are an Owner/ Manager have you obtained Personnel Statement from City Hall? ☐ Yes ☐ No

Do you consent to the Clarkston Police Department checking your criminal history? ☒ Yes ☐ No

Have you ever been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. ☐ Yes, Please Explain ☒ No

Are you currently serving probation? ☐ Yes, Please Explain ☒ No

For Official Use Only

City Hall:

Authorized By: _____ Date: _____ ID Paid: ☐ Yes ☐ No

Police Department:

Criminal History Record Checked? ☐ Yes ☐ No

Applicant is able to obtain Permit? ☐ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

Signed By: _____ Date: _____ Name: _____
Please Print Name

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only

Type of License: _____

Business: _____

Address: _____

Telephone: _____

Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Clarkston, Georgia to sell or deal in alcoholic beverages or distilled spirits. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 31 and 32, for all owners/managers/assistant managers and must be submitted with every license application.

1. GULNAR LASSI [REDACTED]

Full Name of Applicant and Address

2. Social Security Number: [REDACTED]

3. Driver's License Number: [REDACTED]

4. Date of Birth: [REDACTED] 1977

Place of Birth: [REDACTED]

5. U.S. Citizen A copy of verifiable identification must be provided at the time of application. Copy of driver's license or State photo ID card.

a. () by birth

b. (X) Naturalized

Date: 5-7-2012

Place: [REDACTED]

Court: [REDACTED]

Petition Number: [REDACTED]

Certificate Number: [REDACTED]

Derived Parent Certificate Number(s) _____

Alien Registration Number: _____

Native Country: [REDACTED]

Date of Port Entry: [REDACTED]

6. How long have you been a legal resident of Georgia?

23

Years

02

Months

7. Marital Status

() Single

(X) Married

() Widowed

() Divorced

() Separated

8. If married, give spouse's full name

Akber Lassi

9. Physical Description of Applicant

A

Race

F

Sex

5'04

Height

175 lb

Weight

45

Age

b

Hair Color

BROWN

Eyes

X 10. Education and training specific to restaurant/alcohol field.

Empire Beauty School

11. Have you ever used or been known by any other name

() yes

(X) No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period which you were known by this name. Gulnar Hasnani

13. Are you registered to vote in the state of Georgia

(X) yes

() No

County Registered Gwinnett

Number of years registered

04

14. For the last calendar year, did you file and pay any County property tax () yes ☒ No

15. For the last calendar year, did you file and pay any City property tax () Yes ☒ No
Name of City _____

16. Employment record for the past ten (10) years (Give most recent experience first, is self-employed give details)

	From 2007	To till date	Employer Self Employed	Occupational Duties Sales	Reason for Leaving
a.					
b.					
c.					
d.					
e.					
f.					
g.					
h.					

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years

	Date From/To 2013	till date	Street	City	State
a.					
b.					
c.					
d.					
e.					

18. Military Service () Yes ☒ No List Serial Number NA Branch of Service NA
Period of Service NA Date of Discharge NA Type of Discharge NA

19. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability, or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof within ten (10) years preceding this application? Yes ☒ No

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.
NA

21. Position of applicant in dealer's business. NA

22. Does applicant have any ownership/profit sharing interest in the business? ☒ Yes () No

State annual salary of applicant or the estimated annual profit or compensation derived from this business.

\$55,000.00

23. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? () Yes ☒ No if yes, explain _____

24. Do you have any financial or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? () Yes ☒ No if yes, give names and locations and amount of interest in each. _____

25. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this state or outside this state which has not otherwise been disclosed in the statement. () Yes ☒ No If yes, explain _____

26. Have you ever had any financial interest in an alcoholic beverage business which was denied a permit? () Yes ☒ No if yes, explain _____

27. Has any alcoholic beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commission relating to the sale or distribution of distilled spirits? () Yes ☒ No If yes, explain _____

28. Have you ever been denied a bond by a commercial surety company? () Yes ☒ No if yes, explain _____

29. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia. () Yes ☒ No

30. Personal References. Give three (3) personal references, not relatives (i.e., former employees, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

Name Mehboob Lalani
Residence [REDACTED]
Business Address [REDACTED]
Telephone Number [REDACTED] Number of years known 10

Name Mohammad S Chowdhury
Residence [REDACTED]
Business Address [REDACTED]
Telephone Number [REDACTED] Number of years known 15

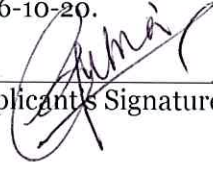
Name Shivam Harshad Jairam
Residence [REDACTED]
Business Address [REDACTED]
Telephone Number [REDACTED] Number of years known 05

31. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached. [Signature]

32. There must be submitted with this personal statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished to the City of Clarkston. Initial here that such fingerprint cards are attached. _____

Verification

I, GULNAR LASSI, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Clarkston license as a dealer in alcoholic beverage and distilled spirits are true, and no false or fraudulent statements or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Clarkston. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application. I certify that neither I, nor any of the other owners of the retail or wholesale establishment, nor the manager of such establishment has been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinance in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.


Applicant's Signature (full name in ink)

GULNAR LASSI
Applicant's Name (Print or Type)

I certify that GULNAR LASSI (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 21 day of July, 2023.


Notary Public

Miriam A Cruz
NOTARY PUBLIC
Cherokee County
State of Georgia
My Comm. Expires 07/18/2026

Seal:

FINGERPRINTS
NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.



APPLICANT SIGNATURE

7/21/23

DATE

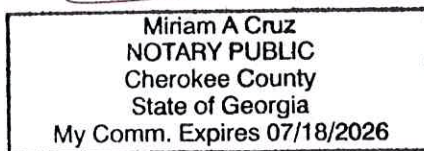


NOTARY SIGNATURE

7/21/2023

DATE

SEAL





I authorize DeKalb County Police Department to conduct a fingerprint based criminal history record check of me, as a part of my City of Clarkston alcohol application.

I understand that DeKalb County Police Department will send my fingerprints to the Georgia Crime Information Center for a search of criminal history information in its files and to the Federal Bureau of Investigation for a search of its files when a federal record check is so authorized.

I understand that the electronic results of this fingerprint check will be received by DeKalb County Police Department and forwarded to the agency responsible for determining my suitability for the position for which I have applied.

I further understand that DeKalb County Police Department will not maintain a copy of my record and that DeKalb County Police Department meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.

DeKalb Police Headquarters
3630 Camp Circle, Decatur, GA 30032- ground floor

Monday-Thursday 8:00-11:00am and 1:00 – 4:00pm

Must bring Photo ID, (Driver's License or US Passport) and \$5.00

Name: GULNAR LASSI

Signature: 

Date: 7/23/23



CLARKSTON POLICE DEPARTMENT

Christine Hudson *Chief of Police*

CRIMINAL HISTORY RECORD CHECK CONSENT FORM

I hereby authorize a Clarkston Police Department Certified Agent to receive any Georgia criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

GULNAR LASSI

Full Name (print)

[Redacted Address]

Address

FEMALE

Sex

ASIAN

Race

[Redacted] 1977

Date of Birth

[Redacted]

Social Security Number

[Signature]

Signature

7/24/2023

Date

Purpose of Request:

- ☒ Personal Inspection (U)
- ☐ Employment – General (E)
- ☐ Adoptions (E)
- ☐ Employment with mentally disabled (M)
- ☐ Employment with elder care (N)
- ☐ Employment with children (W)
- ☐ Ride-Along Program (C)
- ☐ Citizens Police Academy (C)
- ☐ Public Records – Felony convictions (P)

Requestor's Name: _____

☐ Other: _____

NO RECORD

JUL 25 2023

STATE OF GEORGIA SEARCH
CLARKSTON POLICE DEPT.

****THIS AUTHORIZATION IS VALID FOR THIRTY (30) DAYS FROM DATE OF SIGNATURE****

Kelli C. Duffey

Clarkston Police Department Certified Agent

7-25-2023

Date

3921 Church Street
Clarkston, GA 30021

P 404.292.9465 F 404.298.1522

"SERVING WITH HONESTY AND INTEGRITY"

REGISTERED AGENT CONSENT AND INFORMATION FORM

CITY OF CLARKSTON OFFICE OF THE CITY CLERK

Sec. 3-6(l) All licensed establishments must have and continuously maintain in DeKalb County a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of DeKalb County. The licensee shall file the name of such agent, along with the written consent of such agent with the city.

I, Mohammad S Chowdhury, do hereby consent to serve as the Registered Agent for the licensee, owners, officers, and/or directors thereof and to perform all obligations of such agency under the Alcoholic Beverage Ordinance of the city of Clarkston, Georgia. I understand the basic purpose is to have and continuously maintain a Registered Agent upon which any process, notice, or demand required or permitted by law or under said ordinance to be served upon the licensee or owner may be served. I understand that the Registered Agent must be a citizen of the United States and a resident of DeKalb County Georgia. I hereby authorize the Clarkston Police Department to obtain and review copies of any criminal and/or driver's histories in my name or any alias used by me in the past or at the present. I understand that this information may be used against me during the course of the Clarkston Police Department's investigation. I further certify that I will notify the City of Clarkston Office of the City Clerk of any changes effecting my status and/or position with this company.

This Wed day of 9-, 20 23.

Signature of Agent

Mohammad S Chowdhury
Type or Print Name of Agent

[REDACTED]
Type or Print Agent's Home Address

[REDACTED]
Type or Print City, State and Zip Code

2015
Type or Print Date Moved into the Above Address

[REDACTED]
Type or Print Social Security Number

[REDACTED]
Type or Print Driver's License Number

[REDACTED]-1973
Type or Print Date of Birth

[REDACTED]
Type or Print Area Code and Phone Number

DeKalb County Police

Support Services Division
Permits, Taxi, Wrecker Unit
3630 Camp Circle
Decatur, GA 30032
404-297-3934

DATE: 08/15/2023

TO: Shennetha Smith, City of Clarkston
Municipal Code Compliance Officer
1055 Rowland St
Clarkston, GA 30021
Office: 404-296-6489
Mobile: 678-939-7916
Email: ssmith@cityofclarkston.com

MOHAMMAD CHOWDHURY
APPLICANT

AM UNITED LLC DBA M MART
NAME OF BUSINESS

926 MONTREAL RD CLARKSTON, GA 30021
BUSINESS LOCATION

CHECK ONE:

- ☐ NEW BUSINESS
- ☐ NEW LOCATION
- ☐ NEW LICENSEE
- ☒ NEW OWNERSHIP
- ☐ LICENSE CHANGE

CHECK ONE:

- ☐ PACKAGE STORE
- ☐ RESTAURANT
- ☐ APARTMENT
- ☐ DRIVE-IN GROCERY
- ☐ SUPERMARKET
- ☐ GAS STATION W/ GROC

- ☐ COUNTRY CLUB
- ☐ V.F.W.
- ☐ EAGLES
- ☐ AMERICAN LEGION)
- ☐ B.P.O.E. (ELKS)
- ☒ OTHER: M-Mart

A RECORD CHECK HAS BEEN MADE AND THE RESULTS ARE AS FOLLOWS:

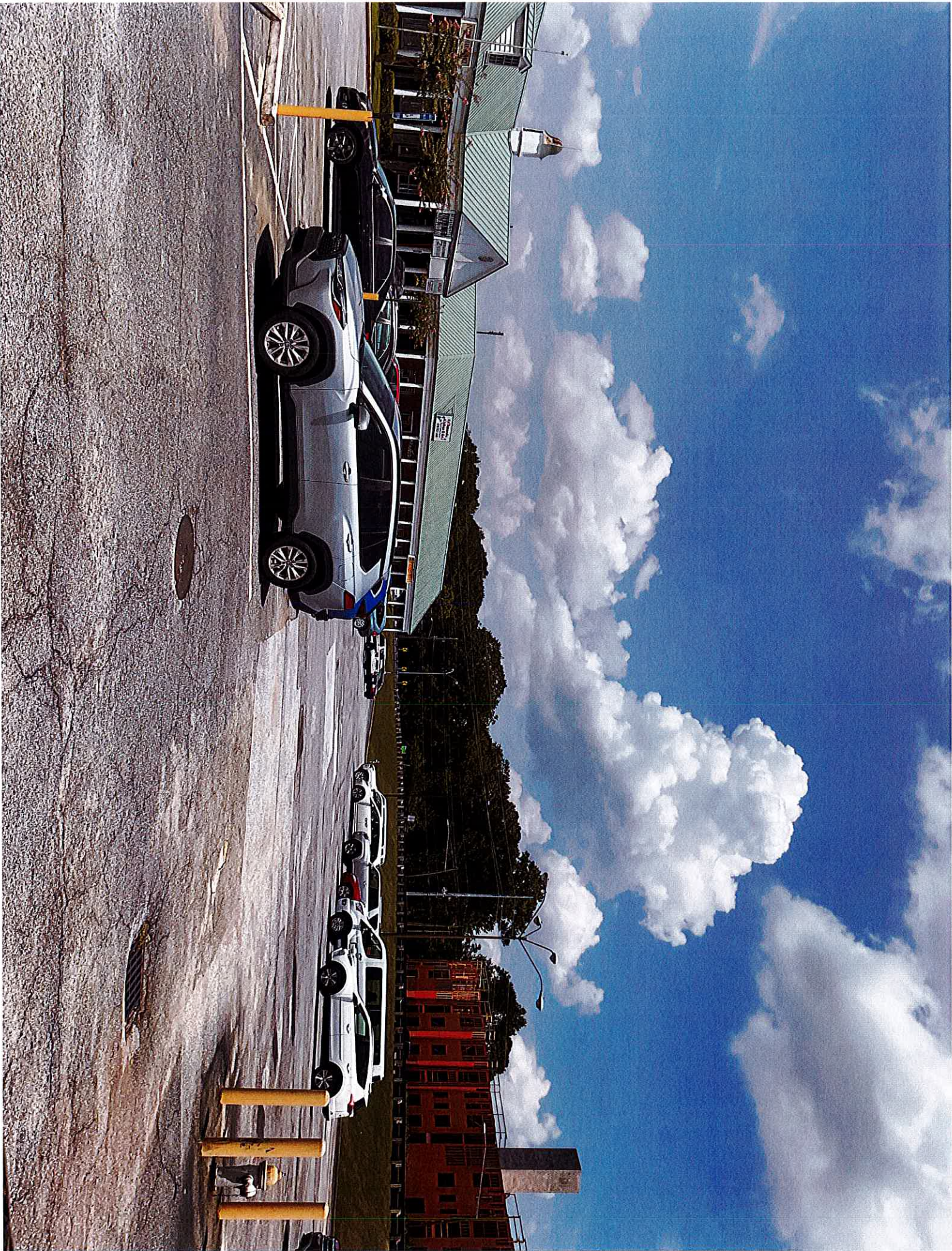
NO ARREST RECORD (GA)

ARREST RECORD (GA)

COMMENTS:

SINCERELY,

JESDRENIA GEORGE
SUPPORT SERVICES DIVISION
DEKALB COUNTY POLICE DEPARTMENT









DeKalb County Police

Support Services Division
Permits, Taxi, Wrecker Unit
3630 Camp Circle
Decatur, GA 30032
404-297-3934

DATE: 08/15/2023

TO: Shennetha Smith, City of Clarkston
Municipal Code Compliance Officer
1055 Rowland St
Clarkston, GA 30021
Office: 404-296-6489
Mobile: 678-939-7916
Email: ssmith@cityofclarkston.com

GULNAR LASSI
APPLICANT

AM UNITED LLC DBA M MART
NAME OF BUSINESS

926 MONTREAL RD CLARKSTON, GA 30021
BUSINESS LOCATION

CHECK ONE:

- ☐ NEW BUSINESS
- ☐ NEW LOCATION
- ☐ NEW LICENSEE
- ☒ NEW OWNERSHIP
- ☐ LICENSE CHANGE

CHECK ONE:

- ☐ PACKAGE STORE
- ☐ RESTAURANT
- ☐ APARTMENT
- ☐ DRIVE-IN GROCERY
- ☐ SUPERMARKET
- ☐ GAS STATION W/ GROC

- ☐ COUNTRY CLUB
- ☐ V.F.W.
- ☐ EAGLES
- ☐ AMERICAN LEGION)
- ☐ B.P.O.E. (ELKS)
- ☒ OTHER: M-Mart.

A RECORD CHECK HAS BEEN MADE AND THE RESULTS ARE AS FOLLOWS:

NO ARREST RECORD (GA)

ARREST RECORD (GA)

COMMENTS:

SINCERELY,

JESDRENIA GEORGE
SUPPORT SERVICES DIVISION
DEKALB COUNTY POLICE DEPARTMENT

CITY OF CLARKSTON

ITEM NO: 7G

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve allocating ARPA funds for a Homeowner's Assistance and/or Weatherization Program.

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Debra Johnson,
Councilmember
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss allocating ARPA funding of an additional amount of \$120,000 not to exceed \$6,000 per residence to support homeowners with home repairs and/or weatherization projects.

NEED/ IMPACT:

The COVID-19 pandemic has caused many Clarkston homeowners economic hardships. A homeowner's assistance repair and weatherization program may assist with the energy efficiency of dwellings which may possibly as a result cause a reduction of annual utility costs. The weatherization and home repairs assistance program may include air & dust sealing, walls, floors, attic insulation, heating, ventilation, and air conditioning system improvements. Energy efficiency improvements may include lighting, hot water tanks, pipe insulation, and water conservation devices. The City has exhausted all existing funding allocations for home weatherization projects for homeowners.

RECOMMENDATION:

N/A

CITY OF CLARKSTON

ITEM NO: 8A

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve a resolution appointing Tammi Saddle Jones as Interim City Manager.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Acting City manager, Dan Defnall
PHONE NUMBER: (404) 296-6489

PURPOSE: To appoint an Interim City Manager to perform the duties of the City Manager under the Charter and Code of Ordinances until such time as the Council acts to appoint a permanent City Manager.

NEED/ IMPACT: To provide such Interim City Manager services for the City of Clarkston.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO
APPOINT TAMMI SADDLER JONES AS INTERIM CITY MANAGER.**

WHEREAS, City Manager Shawanna Qawiy is currently on administrative leave pending the effective date of her resignation and thus the city manager position is “vacant” within the meaning City Charter Section 3.02; and

WHEREAS, Finance Director Dan Defnall is currently serving as “acting city manager” pursuant to City Charter Section 3.02(c)(1); and

WHEREAS, the City Council desires to appoint an interim city manager to perform the duties of the city manager under the Charter and Code of Ordinances until such time as the Council acts to appoint a permanent city manager; and

WHEREAS Tammi Saddler Jones is well qualified to serve as interim city manager.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the City Council hereby appoints Tammi Saddler Jones as “interim city manager” pursuant to City Charter Section 3.02(c)(2).

BE IT FURTHER RESOLVED that Tammi Saddler Jones shall be an independent contractor compensated by Sumter Local Government Services pursuant to the agreement between the City and Sumter.

BE IT FURTHER RESOLVED that Tammi Saddler Jones may be removed as interim city manager at any time by the City Council for the City Council’s convenience.

SO RESOLVED, this _____ day of _____, 2023.

**CITY COUNCIL OF THE
CITY OF CLARKSTON, GEORGIA**

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn
Stephen Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 8B & C

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: September 5, 2023

SUBJECT: To approve the SPLOST II Projects and Interlocal Agreement with Dekalb County.

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Debra Johnson,
Councilmember
PHONE NUMBER: 404-296-6489

PURPOSE: To approve a resolution to continue the suspension of HOST, continue the levy of EHOST, continue the 1% SPLOST, approve the City's SPLOST Project List, call a Referendum Election and approve the City's portion of the Ballot Form; and authorize an Intergovernmental Agreement with DeKalb County and other municipalities relating to the continuation of a 1% Sales and Use Tax.

NEED/ IMPACT: To adopt the SPLOST II Projects, allocating funds to project categories and establish percentages for each category.

RECOMMENDATION:
N/A

**CITY OF CLARKSTON
SPLOST II 2023 PROJECT LISTING**

Categories	Project Name	SPLOST	Category % for SPLOST
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	North Indian Creek/Montreal Road Diet	\$ 3,500,000	
	“Safe Streets for All” Planning Grant Matching Funds	\$ 300,000	
	Mell Ave Operational and Safety Improvements	\$ 1,500,000	
	Reconnecting Community Pilot Discretionary Planning Grant	\$ 150,000	
	Milling & Resurfacing Various City Streets-Start with Jolly Ave	\$ 612,587	
	Greenway Trail	\$ 2,200,000	
	More crosswalks on North Indian Creek; pedestrian crossing	\$ 285,000	
	Various Neighborhood Traffic Calming - College Ave Proposed	\$ 100,000	
	Various Sidewalk Installations and/or Replacements	\$ 200,000	
	Norman Rd Dam Replacement-Planning and Design Work	\$ 1,500,000	
TOTAL - ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS		\$ 10,347,587	60.0%
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Family friendly parks in the Jolly/Mell Ave area and Teen Recreation and other pocket parks on th north side of EPDL	\$ 1,699,196	
	Upgrades to 40 Oaks House/Park	\$ 750,000	
	Upgrades to Milam Park Pavillions/Bathroom Facilities	\$ 500,000	
	Splash Station/Pad	\$ 500,000	
TOTAL - A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY		\$ 3,449,196	20.0%
A COURTHOUSE; ADMINISTRATIVE BUILDING; CIVIC CENTER	Police Station/City Hall Begin Needs Assessment, Planning, Land Acquistion,Architechture Design	\$ 2,241,977	13.0%
PUBLIC SAFETY FACILITIES, AIRPORT FACILITIES AND/OR RELATED CAPITAL EQUIPMENT	Police Vehicles & Equipment six years	\$ 1,207,218	7.0%
GRAND TOTAL ESTIMATED		\$ 17,245,978	100.0%
EXPECTED SIX YEAR SPLOST COLLECTIONS		\$ 17,245,978	

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA TO AGREE WITH DEKALB COUNTY TO CONTINUE THE SUSPENSION OF THE HOMESTEAD OPTION SALES AND USE TAX AND CONTINUE THE LEVY OF AN EQUALIZED HOMESTEAD OPTION SALES AND USE TAX; TO AGREE WITH DEKALB COUNTY TO CONTINUE A ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX; TO SPECIFY THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAXES ARE TO BE USED BY THE CITY OF CLARKSTON, GEORGIA; TO AGREE TO HAVE DEKALB COUNTY REQUEST THE BOARD OF ELECTIONS OR THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF DEKALB COUNTY TO APPROVE THE CONTINUATION OF SUCH SALES AND USE TAXES; TO APPROVE THE CITY'S PORTION OF THE FORM OF BALLOTS TO BE USED IN SAID ELECTIONS; AND FOR OTHER PURPOSES.

WHEREAS, Part 2 of Article 2A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated allows for the suspension of the homestead option sales and use tax authorized by O.C.G.A. § 48-8-102 (the "HOST") and replacement of such tax with the imposition of an equalized homestead option sales and use tax (the "EHOST") for the purpose of reducing the ad valorem property tax millage rates levied by DeKalb County (the "County") and the municipal corporations within the County (collectively, the "Municipalities") on homestead properties; and

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated ("SPLOST Act") authorizes the imposition of a county one percent sales and use tax (the "SPLOST") for the purpose, inter alia, of financing certain county and municipal capital outlay projects, which include those set forth herein; and

WHEREAS, in an election held on November 7, 2017, the registered voters in the County voted in favor of suspending the HOST, imposing an EHOST and imposing a SPLOST ("SPLOST I"); and

WHEREAS, pursuant to O.C.G.A. § 48-8-112, proceedings for the continuation of SPLOST I ("SPLOST II") shall be in the same manner as proceedings for the imposition of SPLOST I; and

WHEREAS, pursuant to O.C.G.A. § 48-8-109.2, the referendum election to determine whether to impose an EHOST must be held in conjunction with the referendum election to approve a SPLOST and unless both sales and use taxes are approved, neither shall become effective and the HOST will continue without interruption; and

WHEREAS, the City Council of the City of Clarkston, Georgia (the "Governing Authority") has determined that it is in the best interest of the citizens of the City of Clarkston, Georgia (the "City") to (a) continue the suspension of the HOST and continue the imposition of the EHOST and to apply 100% of the proceeds collected from the tax to reduce ad valorem

property tax millage rates and (b) continue the imposition of the SPLOST to raise funds for the purpose of funding certain capital outlay projects of the City (the “Projects”); and

WHEREAS, the City shall enter into an Intergovernmental Agreement with the County and the other Municipalities for the purpose of delineating the method of distribution of the proceeds of SPLOST II and the delineation of the capital outlay projects that will be funded as a result; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Authority of the City of Clarkston, Georgia, as follows:

- A. Assuming the questions of continuing the EHOST and SPLOST II are approved by the voters of the special district in the election hereinafter referred to, the continued imposition of a one percent (1%) equalized homestead option sales and use tax is hereby authorized for the purposes allowed by state law and as specified in O.C.G.A. §48-8-109.1 *et seq.*
- B. Assuming the questions of continuing the EHOST and SPLOST II are approved by the voters of the special district in the election hereinafter referred to, the continued imposition of the SPLOST is hereby authorized as follows:
 - 1. In order to finance the cost of the Projects, a SPLOST in the amount of one percent (1%) on all sales and uses in the County (and the Municipalities within the County) is to be levied and collected as provided in the SPLOST Act.
 - 2. SPLOST II shall be levied for a period of six years for the raising of approximately \$850,393,391 County-wide and approximately \$17,245,978 for the City.
 - 3. The proceeds of SPLOST II received by the City shall be used to fund the Projects (including interest on any Debt (hereinafter defined) issued for the Projects). The Projects and the estimated costs of the Projects are set forth in Exhibit A. The costs shown for the Projects are estimated amounts. If a Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project, the City may apply the remaining unexpended funds to any other Project.
 - 4. Pursuant to O.C.G.A. § 48-8-109.5(e), proceeds of SPLOST II shall be distributed according to the Intergovernmental Agreement.
- C. General Obligation Debt.
 - 1. Assuming that the reimposition of the SPLOST is approved by the voters of the County and in the City in the election herein referred to, the City is hereby authorized to issue its general obligation debt (the “Debt”) (in whole or in part and in one or more series), secured by the portion of the proceeds of such SPLOST payable to the City, in a maximum aggregate principal amount of up to \$6,000,000. The proceeds of the Debt, if issued, shall be used to pay all or

a portion of any of the Projects, the costs of issuing the Debt and capitalized interest. The Debt shall bear interest from the first day of the month during which the Debt is to be issued or from such other date as may be designated by the City prior to the issuance of the Debt, which rates shall not exceed seven percent (7%) per annum. The actual rate or rates shall be determined in a resolution to be adopted by the Governing Authority prior to the issuance of the Debt. The maximum amount of principal to be paid in each year during the life of such Debt shall be as follows:

<u>Year</u>	<u>Amount</u>
2025	\$ 880,000
2026	925,000
2027	975,000
2028	1,020,000
2029	1,075,000
2030	1,125,000

The County is hereby requested to insert the foregoing provisions in its resolution requesting the call of the elections and the related materials, including, but not limited to, the notice of election. The County may make modifications to such language with the approval of the Governing Authority or the [Acting] City Manager.

2. The proceeds of the Debt shall be deposited by the City in separate funds or accounts. The SPLOST II proceeds received in any year pursuant to the imposition of such tax, shall first be used for paying debt service requirements on the Debt for any such year before such proceeds are applied to any of the Projects. Proceeds of the SPLOST II not required to be deposited in the separate fund in any year for the payment of principal and interest on the Debt coming due in the current year shall be deposited in a separate fund to be maintained by the City and applied towards funding the Projects to the extent such projects have not been funded with Debt proceeds.
3. Any brochures, listings, or other advertisements issued by the Governing Authority or by any other person, firm, corporation or association with the knowledge and consent of the Governing Authority, shall be deemed to be a statement of intention of the City concerning the use of the proceeds of the Debt, and such statement of intention shall be binding upon the Governing Authority in the expenditure of such Debt or interest received from such Debt to the extent provided in O.C.G.A. § 36-82-1.

D. Call for the Election; Ballot Form; Notice.

1. The Governing Authority hereby authorizes on its behalf for the County to request the Board of Elections or the Election Superintendent to call an election

in all voting precincts in the County on the 7th day of November, 2023, for the purpose of submitting to the qualified voters of the County the questions referred to in paragraphs 2 and 3 below. **NOTICE TO ELECTORS:** Unless BOTH the EHOST and SPLOST are approved, then neither sales and use tax shall become effective.

2. The ballot to be used in the EHOST referendum election shall be in substantially the following form:

() YES	Shall an equalized homestead option sales and use tax be levied and the regular homestead option sales and use tax be suspended within the special district within DeKalb County for the purposes of reducing the ad valorem property tax millage rates levied by the County and municipal governments on homestead properties?
() NO	

3. The portion of ballot relating the City and its Projects to be used in the SPLOST II referendum election shall be in substantially the following form:

() YES	...() City of Clarkston's projects to be funded from the City of Clarkston's share of the proceeds including (i) _____, (ii) _____ and (iii) _____.
() NO	If imposition of the taxes is approved by a majority of the voters within the City of Clarkston, such vote shall also constitute approval of the issuance of general obligation debt of the City of Clarkston in the principal amount not to exceed \$6,000,000 to pay all or a portion of any of the City of Clarkston's projects, the costs of issuing the debt and capitalized interest.

The County is hereby requested to insert the foregoing provisions in its resolution requesting the call for the elections and the related materials. The County may make modifications to such language with the approval of the Governing Authority or the [Acting] City Manager.

- E. The City Clerk is hereby authorized and directed to deliver a copy of this resolution to the County, along with the listing of the Projects and all other documentation necessary for effectuation of the Election Call.
- F. The proper officers and agents of the City are hereby authorized to take any and all further actions as may be required in connection with the continuation of the EHOST and SPLOST II.

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ADOPTED this 5th day of September, 2023.

CITY OF CLARKSTON, GEORGIA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney

EXHIBIT A

<u>Project*</u>	<u>Estimated Cost</u>
[to be provided] **	

* The City may fund the City of Clarkston's Projects in any order or priority that it may deem necessary or convenient.

** These projects may include land, facilities, equipment, vehicles and other capital costs related to such Projects.

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH
DEKALB COUNTY AND OTHER MUNICIPALITIES RELATING TO THE
CONTINUATION OF A
ONE PERCENT SALES AND USE TAX WITHIN DEKALB COUNTY

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Act”) authorizes the imposition of a one percent sales and use tax (the “Sales and Use Tax”) for the purpose, among other things, of financing certain capital outlay projects; and

WHEREAS, the City of Clarkston, Georgia (the “City”) and the other municipal corporations (collectively, the “Municipalities”) located within DeKalb County, Georgia (the “County”) and the County have determined that it is in the best interest of the citizens of the Municipalities and the County that the Sales and Use Tax be continued in the County for the purpose of funding certain capital outlay projects; and

WHEREAS, the Board of Commissioners of the County delivered or mailed a written notice (the “Notice”) to the mayor or the chief elected official of each Municipality regarding the imposition/continuation of the Sales and Use Tax; and

WHEREAS, the Notice contained the date, time, place and purpose of a meeting at which designated representatives of the County and the Municipalities met and discussed the possible projects for inclusion in the referendum, including municipally owned or operated projects (the “Projects”); and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior the issuance of a call for the referendum; and

WHEREAS, the Municipalities and the County desire to enter into an Intergovernmental Agreement pursuant to the Sales and Use Tax Act and Article IX, Section III, Paragraph I(a) of the Georgia Constitution with respect to the Projects and the Sales and Use Tax; and

WHEREAS, a form of the Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston, Georgia, as follows:

Section 1. Authorization to Negotiate Distribution Percentages. The Mayor, Mayor Pro Tem and the Acting/Interim City Manager are hereby authorized to negotiate the distribution percentages (the “Distribution Percentages”); provided, however, in no event shall the City’s Distribution Percentage be less than 2.028% (the “Minimum Distribution Percentage”).

Section 2. Authorization of Intergovernmental Agreement. The execution, delivery and performance of the Intergovernmental Agreement are hereby authorized and approved provided

that the Intergovernmental Agreement Contains the Minimum Distribution Percentage. The Intergovernmental Agreement shall be executed by the Mayor or Mayor Pro-Tem and attested to by the City Clerk. The Intergovernmental Agreement shall be in substantially the form attached hereto, subject to such changes, insertions or deletions as may be approved by the Mayor or Mayor Pro-Tem, and the execution of the Agreement by the Mayor or the Mayor Pro-Tem as herein authorized shall be conclusive evidence of any such approval.

Section 3. General Authority. From and after the execution and delivery of the Intergovernmental Agreement, the proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the purposes and intent of this resolution or the provisions of the Intergovernmental Agreement.

Section 4. Ratification. All acts and doings of the officers, employees and agents of the City which are in conformity with the purposes and intent of this resolution and in furtherance of the execution, delivery and performance of the Intergovernmental Agreement are hereby ratified and approved.

Section 5. Conflicts. All other resolutions, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 6. Effective Date. This resolution shall take immediate effect upon its adoption.

ADOPTED this 5th day of September, 2023.

CITY OF CLARKSTON, GEORGIA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION
OF PROCEEDS FROM THE ONE PERCENT SPECIAL PURPOSE
LOCAL OPTION SALES TAX**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the "County"), and the City of Avondale Estates, the City of Brookhaven, the City of Chamblee, the City of Clarkston, the City of Decatur, the City of Doraville, the City of Dunwoody, the City of Lithonia, the City of Pine Lake, the City of Stonecrest, the City of Stone Mountain, and the City of Tucker, municipal corporations of the State of Georgia (hereinafter collectively the "Municipalities" and, individually, as the context requires, "Municipality"). This Agreement does not include the portion of the City of Atlanta located in DeKalb County, which is specifically excluded from the levy and receipt of Special Purpose Local Option Sales Tax ("SPLOST") proceeds at this time pursuant to O.C.G.A. § 48-8-109.5(f).

WITNESSETH:

WHEREAS, the parties to this Agreement consist of the County and the Municipalities; and

WHEREAS, in 2017 the citizens of DeKalb County, Georgia voted to approve and imposed the first DeKalb County SPLOST ("SPLOST I"); and

WHEREAS, the County and the Municipalities entered into an intergovernmental agreement for SPLOST I, which was approved in substantially final form by each Municipality at various times in the fall of 2017 and by the County on September 26, 2017; and

WHEREAS, the authority to impose the tax authorized by SPLOST I is set to terminate on March 31, 2024, but the remaining provisions of the SPLOST I IGA remain in force and effect until such time as it expires as set forth in the SPLOST I IGA; and

WHEREAS, the County and the Municipalities believe it is in the best interests of DeKalb County and the Municipalities to reimpose a six year SPLOST pursuant to O.C.G.A. § 48-8-111 (hereinafter referred to as "SPLOST II") to fund capital outlay projects that significantly improve the health, safety, and welfare of all taxpayers and residents of DeKalb County and its Municipalities; and

WHEREAS, SPLOST II will not add an additional penny to the existing SPLOST I, but will be collected instead of SPLOST I which is set to expire on March 31, 2024; and

WHEREAS, the parties anticipate that the DeKalb County Governing Authority will approve and sign a resolution requesting the DeKalb County Board of Registrations and Elections to issue a call for a Referendum on the issue of the imposition of SPLOST II and continued imposition of the Equalized Homestead Option Sales Tax (the "EHOST") in 2023; and

WHEREAS, O.C.G.A. § 48-8-110 et seq. (the "Act"), authorizes the levy of a one percent County SPLOST for the purpose of financing and developing capital outlay projects, as that term

is defined and described by the Act (“capital outlay projects” or “projects”), for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, as is required by law, the County and Municipalities met as required by O.C.G.A. § 48-8-111(a) on the 18th day of August, 2023; and

WHEREAS, the County and the Municipalities have reviewed O.C.G.A. § 48-8-109.5(e) and agreed upon a method to request the State Revenue Commissioner for the Georgia Department of Revenue (“Revenue Commissioner”) to divide the SPLOST II proceeds between the County and the Municipalities; and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia and O.C.G.A. § 48-8-109.5(e).

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Projects

- (A) All capital outlay project categories and/or projects, to be funded in whole or in part from County SPLOST II proceeds, are listed in Exhibit A, which is attached hereto and made part of this Agreement.
- (B) The capital outlay projects, to be funded in whole or in part from the Municipalities’ SPLOST II proceeds, are listed in Exhibit B, which is attached hereto and made part of this Agreement.

Section 2. Representations and Mutual Covenants

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
 - (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
 - (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7th day of November 2023, for the

- purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST II shall be imposed on all sales and uses within the special district coterminous with the applicable boundaries of DeKalb County for a period of six (6) years, commencing on the 1st day of April, 2024, to raise an estimated \$850 million to be used for funding and developing the projects specified in Exhibit A and Exhibit B; and
- (v) Each County project funded by SPLOST II proceeds shall be maintained as a public facility and in public ownership.
 - (vi) Upon the request of a Municipality by official Resolution of the Governing Authority of the Municipality, the County will take all actions necessary to add language to the referendum ballot presented to voters residing in the requesting Municipality to submit to those voters for their approval, the question of whether or not the requesting Municipality shall be authorized to issue general obligation debt of the Municipality in a not to exceed amount to be identified by the Municipality in its requesting Resolution.
- (B) Each of the Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
 - (ii) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the Municipality; and
 - (iv) The Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110 (4); and
 - (v) The Municipality is located entirely within the geographic boundaries of the special tax district created in the County; and
 - (vi) Each Municipality's projects funded by SPLOST II proceeds shall be maintained as public facilities and in public ownership.
- (C) It is the intention of the County and Municipalities to comply in all applicable respects with O.C.G.A. §§ 48-8-109.1 *et seq.* and 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of the applicable provisions found in O.C.G.A. §§ 48-8-109.1 *et seq.* and 48-8-110 *et seq.*
- (D) The County and Municipalities agree to promptly proceed with the acquisition,

construction, equipping, installation, and execution of the projects specified in Exhibit A and Exhibit B of this Agreement, or any other capital outlay projects as defined and authorized under O.C.G.A. §§ 48-8-109.1 *et seq.* and 48-8-110 *et seq.* that are approved for such purposes hereafter.

- (E) The County and the Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of SPLOST II proceeds.

Section 3. Conditions Precedent

- (A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the continued imposition of the EHOST and imposition of SPLOST II in accordance with the provisions of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*
- (B) This Agreement is further conditioned upon the approval of the continued imposition of the EHOST and imposition of SPLOST II by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*
- (C) This Agreement is further conditioned upon the collecting of the SPLOST II revenues by the Revenue Commissioner and transferring same to the County and Municipalities in conformity with the requirements of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*

Section 4. Effective Date and Term of the Tax

The SPLOST II, subject to approval in an election to be held on November 7, 2023, shall continue for a period of six (6) years with collections beginning on April 1, 2024 or the date the Revenue Commissioner specifies as the collection start date.

Section 5. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration by the DeKalb County Board of Registration and Elections of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the SPLOST II after the expiration of the SPLOST II; or

- (iii) The completion of all projects described in Exhibit A and Exhibit B or approved for development with SPLOST II proceeds hereafter.

Section 6. County SPLOST II Fund; Separate Accounts; No Commingling

- (A) A special fund or account shall be created by the County and designated as the 2023 DeKalb County Special Purpose Local Option Sales Tax Fund ("SPLOST II Fund"). The County shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the SPLOST II Fund upon such terms and conditions as may be acceptable to the County.
- (B) Each Municipality shall create a special fund to be designated as the 2023 "*municipality name*" Special Purpose Local Option Sales Tax Fund. Each municipality shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the SPLOST II proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (C) All SPLOST II proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. SPLOST II proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST II proceeds and accrued interest shall be placed in such funds or accounts.

Section 7. Procedure for Disbursement of SPLOST II Proceeds

- (A) Pursuant to O.C.G.A. § 48-8-115, proceeds of the SPLOST II shall be collected by the Revenue Commissioner and one percent (1%) of the amount of the SPLOST proceeds collected beginning April 1, 2024, or the date the Revenue Commissioner specifies as the collection start date, shall be paid into the general fund of the state treasury in order to defray the costs of administration.
- (B) The remaining ninety-nine percent (99%) of the amount collected from the SPLOST II (the "SPLOST II proceeds") beginning April 1, 2024, or the date the Revenue Commissioner specifies as the collection start date, shall be distributed to the County and each Municipality by the Revenue Commissioner pursuant to the percentages set forth below and the parties agree that such percentages shall remain unchanged until the expiration of this six (6) year Special Purpose Local Option Sales Tax:

City/County	Distribution Percentage
Avondale Estates	0.512%
Brookhaven	8.069%
Chamblee	4.124%
Clarkston	2.028%
Decatur	3.590%
Doraville	1.427%
Dunwoody	7.038%
Lithonia	0.361%
Pine Lake	0.102%
Stonecrest	8.333%
Stone Mountain	0.911%
Tucker	5.172%
Unincorporated-DeKalb	58.333%

The above-described distribution percentages shall be set forth in a Tax Certificate of Distribution, the form of which is attached hereto as Exhibit C, to be forwarded to the Revenue Commissioner at a date and time of his/her choosing. In the event of an annexation of previously unincorporated areas of the County by a Municipality or in the event of the creation and voter approval of a new municipality within the previously unincorporated areas of the County, the County agrees to fund and develop projects within such newly incorporated areas in the same manner, at the same rate and subject to the same standards of priority as similar projects are funded and developed at that time in the unincorporated area of the County.

- (C) Upon receipt by the County or Municipality of SPLOST II proceeds collected by the Revenue Commissioner, the County and each Municipality shall immediately deposit said proceeds in a separate fund established by each government entity in accordance with Section 6 of this Agreement. The monies in each SPLOST II fund shall be held and applied to the cost of acquiring, constructing, installing, and executing, which includes project management, oversight auditing, and reporting, the County's and the Municipalities' respective capital outlay projects listed in Exhibit A and Exhibit B.
- (D) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

- (E) The County shall work cooperatively with Avondale Estates, Lithonia, Pine Lake, and Stone Mountain to construct specified capital outlay projects that benefit the infrastructure of these Municipalities and the County.

Section 8. Expenses

The County shall be responsible for the cost of holding the SPLOST II election.

Section 9. Audits

During the term of this Agreement, the distribution and use of all SPLOST II proceeds deposited in the SPLOST II Fund and each Municipal SPLOST II fund shall be audited in accordance with O.C.G.A. § 48-8-121 (a)(2) by the County's auditor for the County projects and by each Municipality's auditor for the respective Municipality's projects. The County and each Municipality receiving SPLOST II proceeds shall be responsible for the cost of their respective audits.

Section 10. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid to the following addresses. The parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first-class U.S. mail, return receipt requested.

DeKalb County:

Chief Executive Officer
Executive Assistant
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

County Attorney
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

City of Avondale Estates:

Patrick Bryant
City Manager
21 N. Avondale Plz.
Avondale Estates, GA 30002

With a copy to:

Stephen Quinn
Wilson, Morton & Downs LLC
125 Clairmont Avenue, Ste. 420
Decatur, GA 30030

City of Brookhaven:

Christian Sigman
City Manager
4362 Peachtree Road
Brookhaven, GA 30319

With copy to:

Jeremy Berry
Chilivis Grubman
1834 Independence Square
Atlanta, GA 30338

City of Clarkston:

City Manager
1055 Rowland Street
Clarkston, GA 30021-1711

With copy to:

Stephen G. Quinn
Wilson, Morton & Downs LLC
125 Clairmont Ave., Ste. 420
Decatur, GA 30030

City of Doraville:

Chris Eldridge
City Manager
3725 Park Avenue
Doraville, GA 30340-1197

With copy to:

Cecil McLendon, Esq.
3600 Dallas Highway, Suite 230-172
Marietta, GA 30064

City of Chamblee:

Jon Walker
City Manager
5468 Peachtree Road
Chamblee, GA 30341-2398

With copy to:

Keri Ware
Wilson, Morton & Downs LLC
125 Clairmont Avenue, Ste. 420
Decatur, GA 30030

City of Decatur:

Andrea Arnold
City Manager
509 N. McDonough Street
Decatur, GA 30030

With copy to:

Bryan Downs
Wilson, Morton & Downs LLC
125 Clairemont Ave., Ste. 420
Decatur, GA 30030

City of Dunwoody:

Eric Linton
City Manager
41 Perimeter Ctr. East, Suite 250
Dunwoody, GA 30346

With copy to:

Kenneth R. Bernard, Jr.
8470 Price Avenue
Douglasville, GA 30134

City of Lithonia:

Donald Dejarnette
City Administrator
6920 Main Street
Lithonia, GA 30058

With copy to:

Winston A. Denmark, Esq.
Fincher Denmark LLC
100 Hartsfield Centre, Suite #400
Atlanta, GA 30354

City of Stone Mountain:

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

With copy to:

Jeffrey M. Strickland
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

City of Tucker:

Tami Hanlin
City Manager
1975 Lakeside Parkway, Suite 350
Tucker, GA 30084

With copy to:

Ted Baggett
Pereira, Kirby, Kinsinger & Nguyen, LLP
690 Longleaf Drive
Lawrenceville, GA 30046

City of Pine Lake:

ChaQuias Miller-Thornton
City Manager
462 Clubhouse Drive
Pine Lake, GA 30072

With copy to:

Susan Moore
2367 North Decatur Road
Decatur, GA 30033

City of Stonecrest:

Gia Scruggs
City Manager
3120 Stonecrest Blvd.
Stonecrest, GA 30038

With copy to:

Winston A. Denmark
Fincher Denmark LLC
100 Hartsfield Centre, Suite #400
Atlanta, GA 30354

Section 11. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of the proceeds from SPLOST II. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether

written or oral, between the parties hereto with respect to distribution and use of said SPLOST II proceeds. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Section 12. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the County and the Municipalities.

Section 13. Severability, Non-Waiver, Applicable Law, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 14. Compliance with Law

During the term of this Agreement, the County and each Municipality shall comply with all State law applicable to the use of the SPLOST II proceeds, specifically including O.C.G.A. § 48-8-110, *et seq.*

Section 15. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (A) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected

pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least 10 years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within 15 days after the commencement of arbitration, the city or cities party to the arbitration shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.

- (B) The arbitration shall be governed by the laws of the State of Georgia.
- (C) The standard provisions of the Commercial Rules shall apply.
- (D) Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14.
- (E) The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

Section 16. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 17. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

DEKALB COUNTY, GEORGIA

_____(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer

ATTEST:

BARBARA SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

ZACHARY L. WILLIAMS
Chief Operating Officer

VIVIANE H. ERNSTES
County Attorney

**CITY OF AVONDALE ESTATES,
GEORGIA**

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF BROOKHAVEN, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF CHAMBLEE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF CLARKSTON, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

August 24, 2023

CITY OF DECATUR, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

August 24, 2023

CITY OF DORAVILLE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF DUNWOODY, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF LITHONIA, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF PINE LAKE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

**CITY OF STONE MOUNTAIN,
GEORGIA**

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

August 24, 2023

CITY OF STONECREST, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

August 24, 2023

CITY OF TUCKER, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

August 24, 2023

EXHIBIT "A"
County Projects

August 24, 2023

EXHIBIT "B"
City Projects

EXHIBIT "C"**2023 SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX
CERTIFICATE OF DISTRIBUTION
UNDER EQUALIZED HOMESTEAD OPTION SALES TAX**

TO: State Revenue Commissioner

Pursuant to O.C.G.A. § 48-8-109.5(e) of Part 2 of Article 2A of Chapter 8 Of Title 48 of the Official Code of Georgia Annotated, the "Equalized Homestead Option Sales Tax Act of 2015", relating to the distribution of proceeds of the tax under Part 1 of Article 3 of said chapter, the County Special Purpose Local Option Sales & Use Tax, the governing authorities for DeKalb County and all municipalities located within the special district coterminous with the boundaries of DeKalb County, except that portion of the City of Atlanta in DeKalb County, hereby certify that the proceeds of the combination county/city special purpose local option sales and use tax generated in such district shall be strictly divided in the following percentage amounts as determined by the attached intergovernmental agreement between the parties named below. Such proceeds shall be distributed by the State Revenue Commissioner as follows:

City of Avondale Estates, Georgia shall receive 0.512%
City of Brookhaven, Georgia shall receive 8.069%
City of Chamblee, Georgia shall receive 4.124%
City of Clarkston, Georgia shall receive 2.028%
City of Decatur, Georgia shall receive 3.590%
City of Doraville, Georgia shall receive 1.427%
City of Dunwoody, Georgia shall receive 7.038%
City of Lithonia, Georgia shall receive 0.361%
City of Pine Lake, Georgia shall receive 0.102%
City of Stonecrest, Georgia shall receive 8.333%
City of Stone Mountain, Georgia shall receive 0.911%
City of Tucker, Georgia shall receive 5.172%
County of DeKalb, Georgia shall receive 58.333%

This certificate shall continue in effect until March 31, 2030.

As required by O.C.G.A. § 48-8-109.5(f), this certificate specifically excludes that portion of the City of Atlanta located in DeKalb County.

August 24, 2023

Executed on behalf of the governing authorities of the county and municipalities located wholly within the special district of DeKalb County, this _____ day of _____ 20 ____.

MAYOR, CITY OF AVONDALE ESTATES

MAYOR, CITY OF BROOKHAVEN

MAYOR, CITY OF CHAMBLEE

MAYOR, CITY OF CLARKSTON

MAYOR, CITY OF DECATUR

MAYOR, CITY OF DORAVILLE

MAYOR, CITY OF DUNWOODY

MAYOR, CITY OF LITHONIA

August 24, 2023

MAYOR, CITY OF PINE LAKE

MAYOR, CITY OF STONE MOUNTAIN

MAYOR, CITY OF STONECREST

MAYOR, CITY OF TUCKER

**CHIEF EXECUTIVE OFFICER
DEKALB COUNTY, GEORGIA**

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

CITY CLERK'S CERTIFICATE

The undersigned City Clerk of the City of Clarkston, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Intergovernmental Agreement constitute a true and correct copy of the Resolution adopted by the City Council of the City of Clarkston, Georgia on September 5, 2023 in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such Resolution appears of record in the Minute Book of the City, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City, this ____ day of September, 2023.

(SEAL)

City Clerk