



CITY COUNCIL SPECIAL CALL/ WORK SESSION

Beverly H. Burks –Mayor

Awet Eyasu

Laura Hopkins

Jamie Carroll

Debra Johnson

Ahmed Hassan

Mark W. Perkins

Robin Gomez – City Manager

AGENDA

Tuesday, June 22, 2021 6:30PM

A. CALL TO ORDER SPECIAL CALL MEETING

B. ROLL CALL

C. NEW BUSINESS

C1) Presentation & Public Hearing to take comment on the proposed 2021 millage rate

D. ADJOURN SPECIAL CALL MEETING

E. WORK SESSION - RESIDENT COMMENT POLICY

Any member of the public may address questions or comments to the Council referencing only agenda items after the Mayor and Council have had the opportunity to discuss the agenda item. Each Attendee will be allowed 3 minutes for comments.

F. PRESENTATION/ ADMINISTRATIVE BUSINESS NEW BUSINESS

F1) Presentation - Zoning Rewrite

F2) Presentation- City Website Redesign

F3) Presentation – Market St Sidewalk

G. OLD BUSINESS

H. NEW BUSINESS

H1) Reschedule August City Council Meeting

H2) Issue Call for Election and Set Qualifying period for November General Election

H3) A conditional use permit request from Mohammad Bilal Khattak for 1353 Brockett Road, Suite B-1, Clarkston, zoned NC-2, Moderate Density Neighborhood Commercial for a laundromat.

H4) Variance requests from William R. Braswell Jr. of Oak Hall Companies, LLC for the property located at 3809 East Avenue

H5) Approve SPLOST Project 04-B+C TRAILHEAD/MELL AVE/ROWLAND ST Temporary Easement Agreements

H5) Discuss DeKalb Regional Land Bank

H6) Discuss Repeal Ordinance 19-433 to remove late Night Sales of alcohol from restaurants

H7) Adopt Resolution Authorizing, Among Other Things, the Issuance and Sale of a Tax Anticipation Note in the Principal Amount of \$500,000

H8) Discuss repealing the mask mandate

H9) Discuss adding a new SAC for Business & Economic Development Committee SAC

I. ADJOURNMENT

CITY OF CLARKSTON

ITEM NO: C1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
DISCUSSION

MEETING DATE: JUNE 22, 2021

SUBJECT: Discuss Fiscal Year 2021 Proposed Advertised Millage Rate

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Robin I. Gomez
PHONE NUMBER: 678.409.9683

PURPOSE:

To Set the 2021 Advertised Millage (Tax) Rate.

NEED/ IMPACT:

The City of Clarkston received its first Valuation Report from DeKalb County in preparation for the Fiscal Year (FY) 2021 millage (tax) adoption process on May 25, 2021. Clarkston City Council received an analysis of the 2021 Net Tax Digest, the calculated millage rollback rate, and the recommended advertising millage rate at the May 25th Council Work Session.

DeKalb County has requested that our final adopted millage rate be concluded before July 2, 2021. The Council set a proposed advertised millage rate of 15.89 mills at the June 1, 2021 Council Meeting. This is the millage rate that will be advertised for public information. The proposed millage is not necessarily the same rate the Council will eventually adopt. The final adopted millage rate may be the same as the proposed (advertised) rate or lower than the proposed rate. The final millage rate adopted by the City Council may not be greater than the proposed (advertised) millage rate.

The Council must hold three public hearings if the proposed millage rate is greater than the millage rollback rate (14.557). The purpose of this meeting is to take public comment on the millage rate for consideration of the final adopted rate. There must be 5 days between the public hearings. Two meetings can be held on the same day with one starting prior to noon, scheduled for June 22, 2021, beginning at 10 am, and a second meeting that will begin at 6:30 pm, also on June 22, 2021.

The following represents the Clarkston millage rate history back to Fiscal Year (FY) 2010:

FY	MILLAGE
2010	11.313
2011	14.00
2012	17.95
2013	17.95
2014	21.11
2015	17.11

2016	15.89	
2017	15.89	
2018	15.89	
2019	15.89	
2020	15.89	
2021	15.89	PROPOSED with ADOPTED FY 2021
	14.557	Proposed, Roll Back Rate

At the Dec 1, 2020, Council Meeting, the Clarkston City Council adopted the FY 2021 General Fund budget (Total: \$6,790,423, property tax: \$3,351,801), that included the same proposed millage rate of 15.89 for the sixth (6th) consecutive year.

Value of 1 mill:	2019 - \$175,107	2020 - \$ 186,630
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Tax Digest increases:	2018 to 2019: 24%	2019 to 2020: 5.5%
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RECOMMENDATION:

Staff recommends setting the millage rate at the roll back rate of 14.557. The City Council will hold 2 two Public Hearings on Tuesday, June 22 at 10AM and 6:30PM. The third and final public hearing will be held in conjunction with the June 29th Council Meeting. The public will have three opportunities to provide their input.

PUBLIC HEARING TO ADOPT THE 2021 MILLAGE RATE



City of Clarkston
June 22, 2020

AGENDA

- Millage rate presentation and discussion
- Public Hearing
- Adopt resolution setting the final millage rate

Regular Meeting – June 29, 2021



Process



- The Council must hold three public hearings
 - ▣ June 22nd – 10:00 am Public Hearing
 - ▣ June 22nd - 6:30 pm Public Hearing
 - ▣ June 29th – 7:00 pm Regular Meeting

- The purpose of the meetings is to take public comment on the millage rate for consideration in setting the final adopted rate

- After the conclusion of the final Public Hearing, the Council will vote to adopt the final millage rate for 2021

FIRST...

A FEW DEFINITIONS



Appraised Value



The total estimated value of your property (land and building), as determined by the DeKalb County Tax Assessor's Office

Assessed Value



- Typically 40% of the Appraised total value
- You may have exemptions that will lower this amount even more, e.g.... Homestead and Over age 65

Tax Digest



- The value of all the property in an area
- Like your individual property, this figure is generally given at 40% of the total appraised value

What is a “mil”?

A property tax levy of \$1.00 per \$1,000 of taxable property value

So, if the rate is *10 mils*, then you would owe 10 dollars for every \$1,000 of the *assessed* value for your house.



Rollback Rate



The rollback rate is the millage rate that would raise the same amount of revenue as last year if applied to the current tax digest.

NOW FOR THE NUMBERS...



City of Clarkston

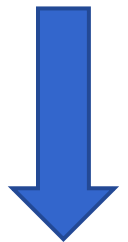
10 Year Gross Digest History



2011	\$77,799,972	↓
2012	\$70,278,203	
2013	\$64,729,727	
2014	\$70,738,477	↑
2015	\$108,965,588	
2016	\$147,124,307	
2017	\$165,727,732	
2018	\$166,859,487	
2019	\$209,015,765	
2020	\$220,526,478	
2021	\$252,195,787, 13.9%	

What's the Headline?

Clarkston lost 30% of its Gross Digest
between 2010 and 2013



Clarkston Gross Digest has increased
by 256% Between 2014 and 2021



➤ Increase due to Increased residential/commercial values

□ Residential Values up **19.60%**

▣ 2020 = 59,100,840

▣ 2021 = 70,684,509

□ Commercial Values up **13.96%**

▣ 2020 = 133,057,122

▣ 2021 = 151,634,618

Calculating the Millage Rate



Current Millage Rate	15.890
Proposed Millage Rate	<u>14.557</u>
Difference	-1.333 mils
	-8.4%

1 Mil = 252,195.79

Calculating the Millage Rate



FY 21 TAX REVENUE

Real Property, Public Utility, Personal Property, Motor Vehicle

ADOPTED BUDGET	\$3,770,384
PREL DIGEST AT 15.89 MILLS	\$4,007,391
PREL DIGEST AT 14.89 MILLS	\$3,755,195
PREL DIGEST AT 14.557 MILLS	\$3,671,214

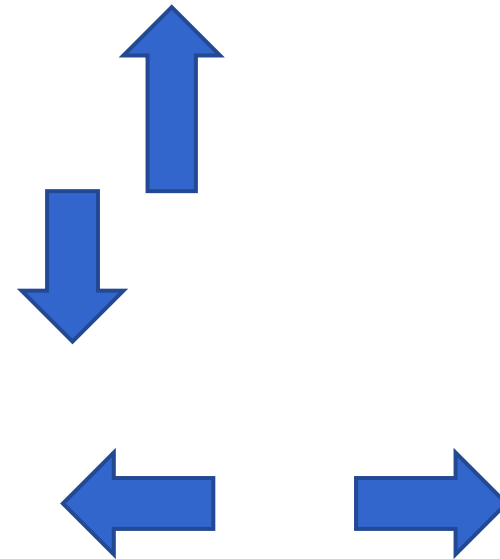
Millage Rate History



Fiscal Year

Millage Rate

2011	14.00
2012	17.95
2013	17.95
2014	21.11
2015	17.11
2016	15.89
2017	15.89
2018	15.89
2019	15.89
2020	15.89
2021	14.557 PROPOSED, ROLL BACK RATE



Proposed Millage Rates of DeKalb Cities



□ Avondale Estates	9.8	(9.8)
□ Brookhaven	2.74	(2.74)
□ Chamblee	6.4	(6.25)
□ Decatur	13.92	()
□ Doraville	10.451	(10.0)
□ Dunwoody	2.74	(2.74)
□ Lithonia	11.116	(11.116)
□ Pine Lake	22.2	(21.53)
□ Stone Mountain	22.0	(22.0)
□ Clarkston (proposed)	15.89	(14.557)

Increase In Net Digest DeKalb Cities



□ Brookhaven	\$201.7	Million
□ Chamblee	\$166.5	Million
□ Decatur	\$101.5	Million
□ Doraville	\$102.2	Million
□ Dunwoody	\$473.1	Million
□ Pine Lake	\$4.1	Million
□ Lithonia	\$4.9	Million
□ Stone Mountain	\$17.0	Million
□ Avondale Estates	\$37.3	Million
□ Clarkston	\$31.7	Million

SO.....

What does this mean for
the taxpayer?



How are my taxes computed?



Appraised Value	75,000
Assessed Value	30,000
Taxable Value	30,000
Divided by 1,000	30
X Millage Rate	14.557
City Property Tax	\$436.71

How are my taxes computed?



Appraised Value	100,000
Assessed Value	40,000
Taxable Value	40,000
Divided by 1,000	40
X Millage Rate	15.89
City Property Taxes	\$635.56

How are my taxes computed?

Appraised Value	150,000
Assessed Value	60,000
Taxable Value	60,000
Divided by 1,000	60
X Millage Rate	14.557
City Property Taxes	\$873.42

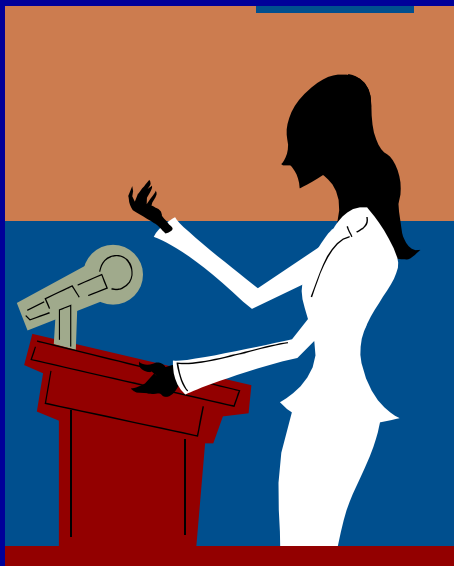
How are my taxes computed?



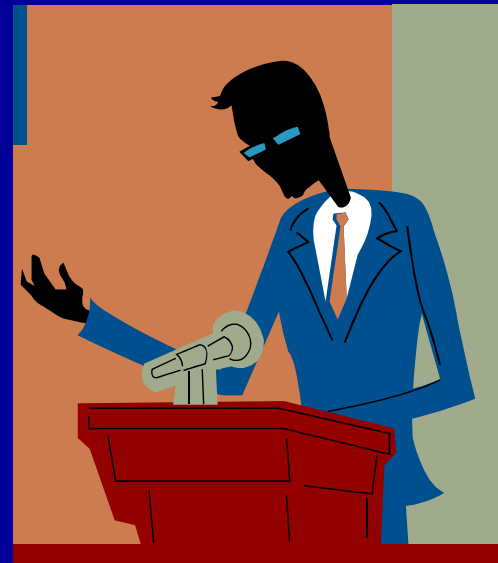
Appraised Value	200,000
Assessed Value	80,000
Taxable Value	80,000
Divided by 1,000	80
X Millage Rate	14.557
City Property Taxes	\$1,164.56

PUBLIC HEARING

QUESTIONS - COMMENTS



Thank you!



PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021

COUNTY: 002-DEKALB TAXING JURISDICTION: Clarkston

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2020 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2021 DIGEST
REAL	206,233,472	21,149,004	10,017,158	237,399,634
PERSONAL	18,098,220		235,875	18,334,095
MOTOR VEHICLES	703,880		(107,340)	596,540
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	225,035,572	21,149,004	10,145,693	256,330,269
EXEMPTIONS	4,509,094		(374,612)	4,134,482
NET DIGEST	220,526,478	21,149,004	10,520,305	252,195,787
	(PYD)	(RVA)	(NAG)	(CYD)

2020 MILLAGE RATE: 15.890

2021 MILLAGE RATE: 15.890

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2020 Net Digest	PYD	220,526,478	
Net Value Added-Reassessment of Existing Real Property	RVA	21,149,004	
Other Net Changes to Taxable Digest	NAG	10,520,305	
2021 Net Digest	CYD	252,195,787	(PYD+RVA+NAG)
2020 Millage Rate	PYM	15.890	PYM
Millage Equivalent of Reassessed Value Added	ME	1.333	(RVA/CYD) * PYM
Rollback Millage Rate for 2021	RR - ROLLBACK RATE	14.557	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	14.557
	2021 Millage Rate	15.890
	Percentage Tax Increase	9.16%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2021 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2021 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2021 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2021 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date

Property Tax Digest 5/25/2021 PRELIM DIGEST REPORT	FINAL 07/28/2020	PRELIM 05/25/2021	Change	
	2020 40% Value	2021 40% Value	% 2021 vs. 2020	% of Tax Digest
RESIDENTIAL				
R1-Improvements	42,511,875	51,815,392	21.88%	
R3-Lots	16,545,197	18,790,317	13.57%	
R4-Small Tracts	39,960	78,800	97.20%	
R5-Large Tracts	-	-		
RB-Boats	3,808	-	-100.00%	
Residential	59,100,840	70,684,509	19.60%	27.6%
COMMERCIAL				
C1-Improvements	93,101,403	111,915,784	20.21%	
C3-Lots	7,781,264	7,839,502	0.75%	
C4-Small Tracts	18,490,169	17,936,401	-2.99%	
C5-Large Tracts	6,580,300	6,972,740	5.96%	
CF-Furn/Fixt/Eqpt	3,044,900	3,425,097	12.49%	
CI-Inventory	3,671,843	3,382,054	-7.89%	
CP-Freeport Inventory	387,243	163,040		
Commercial	133,057,122	151,634,618	13.96%	59.2%
INDUSTRIAL				
I1-Improvements	14,456,640	16,712,726	15.61%	
I3-Lots	2,725,636	2,060,711	-24.40%	
I4-Small Tracts	4,001,028	3,277,261	-18.09%	
IF-Furn/Fixt/Eqpt	2,670,558	2,717,215		
II-Inventory	104,777	133,336		
IP-Freeport Inventory	2,142,086	1,922,758		
Industrial	26,100,725	26,824,007	2.77%	10.5%
UTILITY	6,073,005	6,590,595	8.52%	2.6%
MOTOR VEHICLE	703,880	596,540		0.2%
Gross Digest	225,035,572	256,330,269	13.91%	100.0%
Exemptions:				
M1-City Homestead	4,509,094	4,134,482		
Total Exemptions	4,509,094	4,134,482		
Net Digest	220,526,478	252,195,787		
Net Adjusted Digest	220,526,478	252,195,787	14.36%	
APPEALS				
Net Adjusted Digest at Billing	220,526,478	252,195,787		

Revenue Categories				
311190 - Other Real Property Tax	311110 - Public Utility Prop Tax	311390 - Personal Property Tax	311310 - Motor Vehicle Tax	Total Revenue
\$ 823,347				\$ 823,347
\$ 298,578				\$ 298,578
\$ 1,252				\$ 1,252
		\$ -		\$ -
		\$ -		\$ -
\$ 1,123,177	\$ -	\$ -	\$ -	\$ 1,123,177
\$ 1,778,342				\$ 1,778,342
\$ 124,570				\$ 124,570
\$ 285,009				\$ 285,009
\$ 110,797				\$ 110,797
		\$ 54,425		\$ 54,425
		\$ 53,741		\$ 53,741
		\$ 2,591		\$ 2,591
\$ 2,298,718	\$ -	\$ 110,756	\$ -	\$ 2,409,474
\$ 265,565				\$ 265,565
\$ 32,745				\$ 32,745
\$ 52,076				\$ 52,076
		\$ 43,177		\$ 43,177
		\$ 2,119		\$ 2,119
		\$ 30,553		\$ 30,553
\$ 350,386	\$ -	\$ 75,848	\$ -	\$ 426,233
	\$ 104,725			\$ 104,725
			\$ 9,479	\$ 9,479
\$ 3,772,280	\$ 104,725	\$ 186,604	\$ 9,479	\$ 4,073,088
\$ (65,697)				\$ (65,697)
\$ 3,706,583	\$ 104,725	\$ 186,604	\$ 9,479	\$ 4,007,391
\$ 3,351,801	\$ 113,431	\$ 177,311	\$ 127,841	\$ 3,770,384
\$ 2,897,322	\$ 104,725	\$ 141,522	\$ 148,898	\$ 3,292,467

ESTIMATED PROPERTY TAX REVENUES		
15.89		
15.89 mills for 2020	\$ 3,504,166	
15.89 mills for 2021		\$ 4,007,391
\$\$\$ revenue per mil	\$ 220,526	\$ 252,196
Final Budgeted Revenue	\$ -	\$ 3,770,384
Final Actual Revenue	2,878,101	
Projected Budget Shortfall	\$ -	\$ 237,007
Final Millage Rate	15.89	15.89

2021 PRELIM DIGEST
2021 BUDGET
2020 ACTUAL REV

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\$ 754,277				\$ 754,277
\$ 273,531				\$ 273,531
\$ 1,147				\$ 1,147
		\$ -		\$ -
		\$ -		\$ -
\$ 1,028,954	\$ -	\$ -	\$ -	\$ 1,028,954
\$ 1,629,158				\$ 1,629,158
\$ 114,120				\$ 114,120
\$ 261,100				\$ 261,100
\$ 101,502				\$ 101,502
		\$ 49,859		\$ 49,859
		\$ 49,233		\$ 49,233
		\$ 2,373		\$ 2,373
\$ 2,105,880	\$ -	\$ 101,465	\$ -	\$ 2,207,345
\$ 243,287				\$ 243,287
\$ 29,998				\$ 29,998
\$ 47,707				\$ 47,707
		\$ 39,554		\$ 39,554
		\$ 1,941		\$ 1,941
		\$ 27,990		\$ 27,990
\$ 320,992	\$ -	\$ 69,485	\$ -	\$ 390,477
	\$ 95,939			\$ 95,939
			\$ 8,684	\$ 8,684
\$ 3,455,826	\$ 95,939	\$ 170,950	\$ 8,684	\$ 3,731,400
\$ (60,186)				\$ (60,186)
\$ 3,395,641	\$ 95,939	\$ 170,950	\$ 8,684	\$ 3,671,214
\$ 3,351,801	\$ 113,431	\$ 177,311	\$ 127,841	\$ 3,770,384
\$ 2,897,322	\$ 104,725	\$ 141,522	\$ 148,898	\$ 3,292,467

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\$\$\$ revenue per mil	\$ 220,526	\$ 252,196
Final Budgeted Revenue	\$ -	\$ 3,770,384
Final Actual Revenue	2,878,101	
Projected Budget Shortfall	\$ -	\$ (99,170)
Final Millage Rate	15.89	14.557

2021 PRELIM DIGEST
2021 BUDGET
2020 ACTUAL REV



CLARKSTON

ZONING ORDINANCE REWRITE

PROJECT UPDATE
CITY COUNCIL WORK SESSION
TUESDAY, JUNE 22, 2021 | 7:00 PM

AGENDA

1

PROJECT TEAM

2

PROJECT GOALS

3

COMMUNITY OUTREACH

4

WHAT WE'VE HEARD TO DATE

5

NEXT STEPS

6

WEBSITE

7

Q&A

PROJECT TEAM



POND



The background of the slide is a photograph of a brick wall covered in graffiti. A banner at the top left reads "LOVING KINDNESS". Other graffiti includes "ADDA'S CENTER", "COMPASSION UNCONDITIONAL", and "UNIVERSITY".

PROJECT GOALS

- Address inconsistencies in current Zoning Ordinance
- Align zoning regulations with the community vision identified in the comprehensive plan update
- Create a more user-friendly Zoning Ordinance
- Identify and address other common topics of concern

COMMUNITY OUTREACH

- Initial Technical Advisory Committee (TAC) meeting in mid-April
- Interviews with Mayor & Council
- Project website via Social Pinpoint
- Joint Virtual Community Meeting (with comprehensive plan update) on May 19th

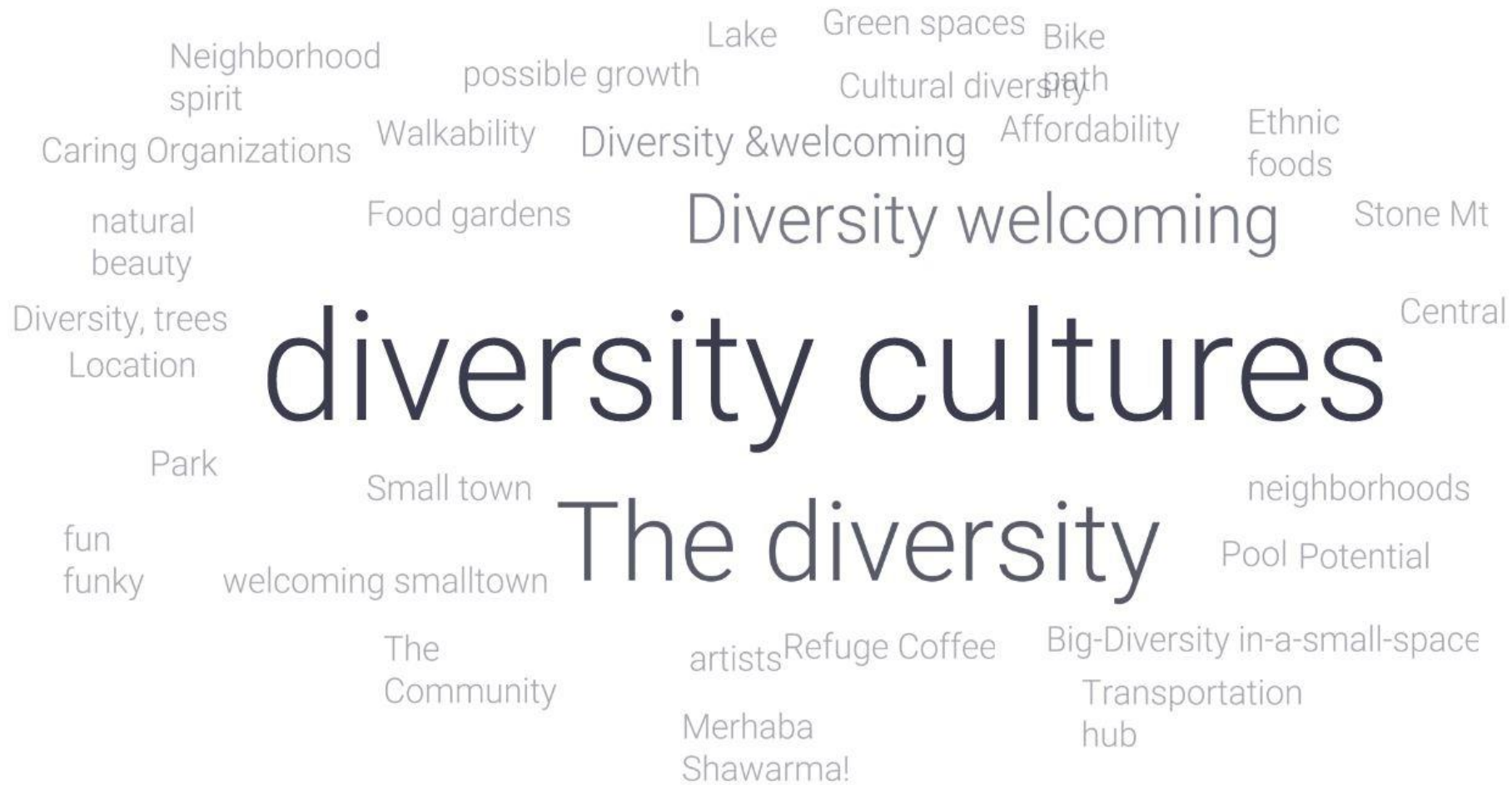
What We've Heard: Top 3 Issues

- Implement Clarkston's vision from the Comprehensive Plan Update
- Encourage multi-modal mobility & connectivity
- Incorporate tables, graphics & illustrations

What We've Heard: Top 4 Concerns

- Protect established/historic neighborhoods
- Allow a variety of housing for all incomes
- Encourage downtown revitalization
- Citywide walkability and pedestrian safety

What is your favorite thing about Clarkston?



A word cloud visualization of responses to the question 'What is your favorite thing about Clarkston?'. The words are arranged in a roughly rectangular shape, with the most prominent words being 'diversity cultures' and 'The diversity'. Other notable words include 'Diversity & welcoming', 'Diversity welcoming', 'Diversity, trees', 'Location', 'Park', 'Small town', 'welcoming smalltown', 'The Community', 'artists', 'Refuge Coffee', 'Merhaba Shawarma!', 'Big-Diversity in-a-small-space', 'Transportation hub', 'Pool Potential', 'neighborhoods', 'Central', 'Stone Mt', 'Ethnic foods', 'Affordability', 'Cultural diversity', 'Bike path', 'Green spaces', 'Lake', 'possible growth', 'Walkability', 'Food gardens', 'natural beauty', 'Caring Organizations', 'Neighborhood spirit', 'fun funky', and 'Diversity, trees Location'. The background of the word cloud is a light blue and white pattern, possibly representing a brick wall or a similar texture.

Neighborhood spirit
possible growth
Lake
Green spaces
Bike path
Cultural diversity
Diversity & welcoming
Affordability
Ethnic foods
Caring Organizations
Walkability
Food gardens
Diversity welcoming
Stone Mt
natural beauty
Diversity, trees
Location
Central
Park
Small town
welcoming smalltown
The Community
artists
Refuge Coffee
Merhaba Shawarma!
Big-Diversity in-a-small-space
Transportation hub
Pool Potential
neighborhoods

diversity cultures

The diversity

NEXT STEPS

- Two Day Community Open House at Woman's Club
 - Tuesday, July 13th - 9am - 1pm
 - Wednesday, July 14th - 5pm - 7pm
- Second TAC Meeting
 - August 10th at 6pm
- Draft Diagnostic Report
 - Due to City staff for review in mid-August

PROJECT WEBSITE

<http://bit.ly/ClarkstonZoning>



Visit our website to provide your input and keep up to date!

CITY OF CLARKSTON

ITEM NO: F2

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
PRESENTATIONS

MEETING DATE: JUNE 22, 2021

SUBJECT: City Website Redesign RFP – Presentations by 3 Finalists

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 30

INFORMATION CONTACT: JAMIE CARROLL,
MARK PERKINS
PHONE NUMBER: 678.409.9683

PURPOSE:

To review presentations by the top three firms as selected by City staff for the redesign of the City's website.

NEED/IMPACT:

The City of Clarkston (CITY) solicited proposals from qualified and experienced website design firms to re-design, develop, and implement a new design for the City's website. The project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features as suggested by the City and the firm selected. The City's proposal also solicited responses from firms with the capability of integrating additional features, functionality, and/or software that may be identified in the future.

City staff from Finance, Planning & Development, City Clerk, and City Manager's office reviewed the 28 proposals received and narrowed down the list (based on the below criteria) to three firms:

1. Civic Engage
2. MuniCode
3. VC3

The City requested all three firms to provide a brief presentation and participate in a Question/Answer session. After the presentations and based on recommendations by City Council and Staff, City staff will negotiate an agreement for City Council to approve at the June 29, 2021, Council Meeting.

The following represents the schedule of work from the RFP issuance to the project's completion:

RFP TIMELINE: All dates are tentative and subject to change.

Release RFP:	APRIL 16
Advertise Champion News:	April 15, 2021
Response Due:	May 7, 2021
Review:	May 10 – May 31, 2021
Contract Negotiations/Finalize:	June 1 – June 11, 2021
Award Recommendation:	June 22, 2021
Council Authorization:	June 29, 2021
Contract Begins:	July 1, 2021
Contract Ends:	December 31, 2021

CRITERIA FOR EVALUATION AND AWARD: The City evaluates three (3) categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following responsiveness and responsibility criteria.

- a) **Responsiveness.** The City will determine whether the response complies with the instructions for submitting responses including completeness of the response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.
- b) **Responsibility.** The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine “responsibility” include, but are not limited to: experience, expertise, and past performance, references (including those found outside the response), compliance with applicable laws, respondent’s record of performance and integrity, i.e., has the respondent been delinquent or unfaithful to any contract with the City, whether the respondent is qualified legally to contract with the City, financial stability, and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) **Technical Response.** The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

The criteria that will be evaluated and their relative weights are:

<u>Evaluation Criteria</u>	<u>Points</u>
Experience and Qualifications of Firm and Staff	25
Technical Approach/Scope of the Project-Work Plan	40
Customer Service	25
Budget	10

COPIES OF FIRM PRESENTATIONS ENCLOSED.



Clarkston, GA

Intro to CivicPlus

RFP 01-21 City Website Redesign





CivicPlus is THE integrated technology platform for local government. We connect municipal employees and elected officials with the citizens they represent and serve with the simplicity, versatility, and power of our integrated portfolio of local government solutions.



4,000+

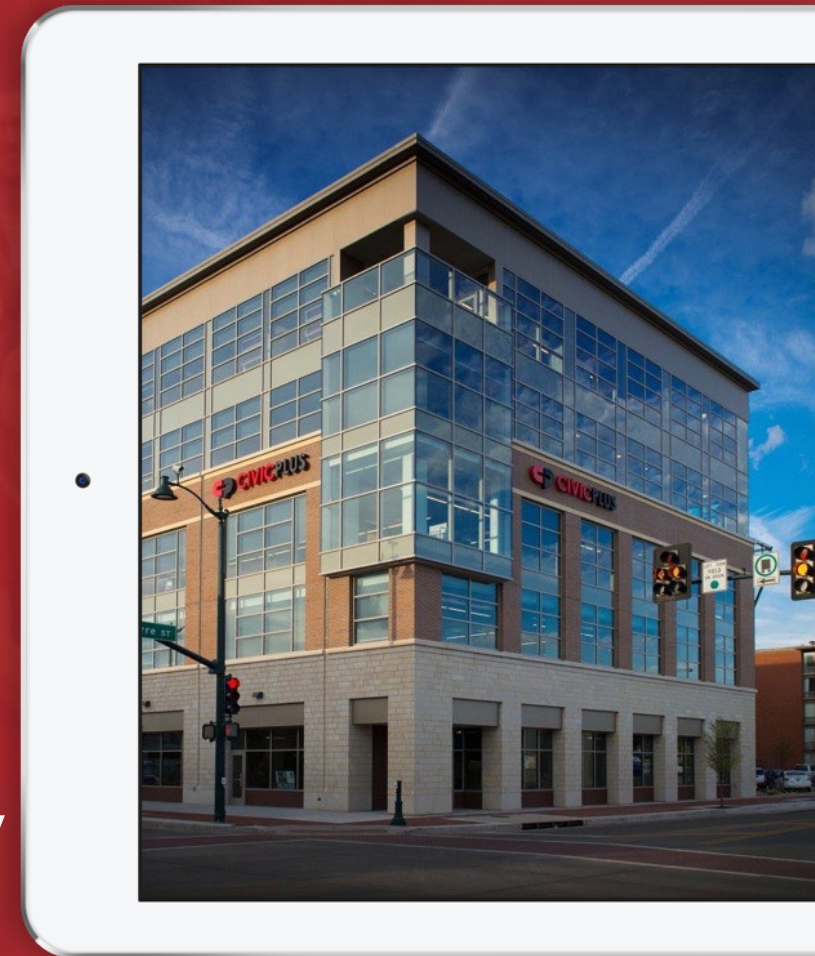
LOCAL
GOVERNMENTS

20+

YEARS IN
BUSINESS

City & County

LOCAL GOVT
FOCUS





Our Integrated Platform – called CivicEngage

CivicPlus' unified applications come together in a single technology platform.

One Central Dashboard

- Secure, single sign-on (SSO)
- System-wide reporting capabilities
- Unified identify management
- Advanced accessibility
- Strengthened security
- Robust APIs
- A single payment gateway, CP Pay

CIVICENGAGE®

CIVICCLERK®

CIVICHR®

CIVICPLUS®
PLATFORM

CIVICREC®

CIVICREADY®
Powered by Regroup

SeeClickFix



Our Integrated Platform – “Modules” – all included

CivicPlus’ unified applications come together in a single technology platform.

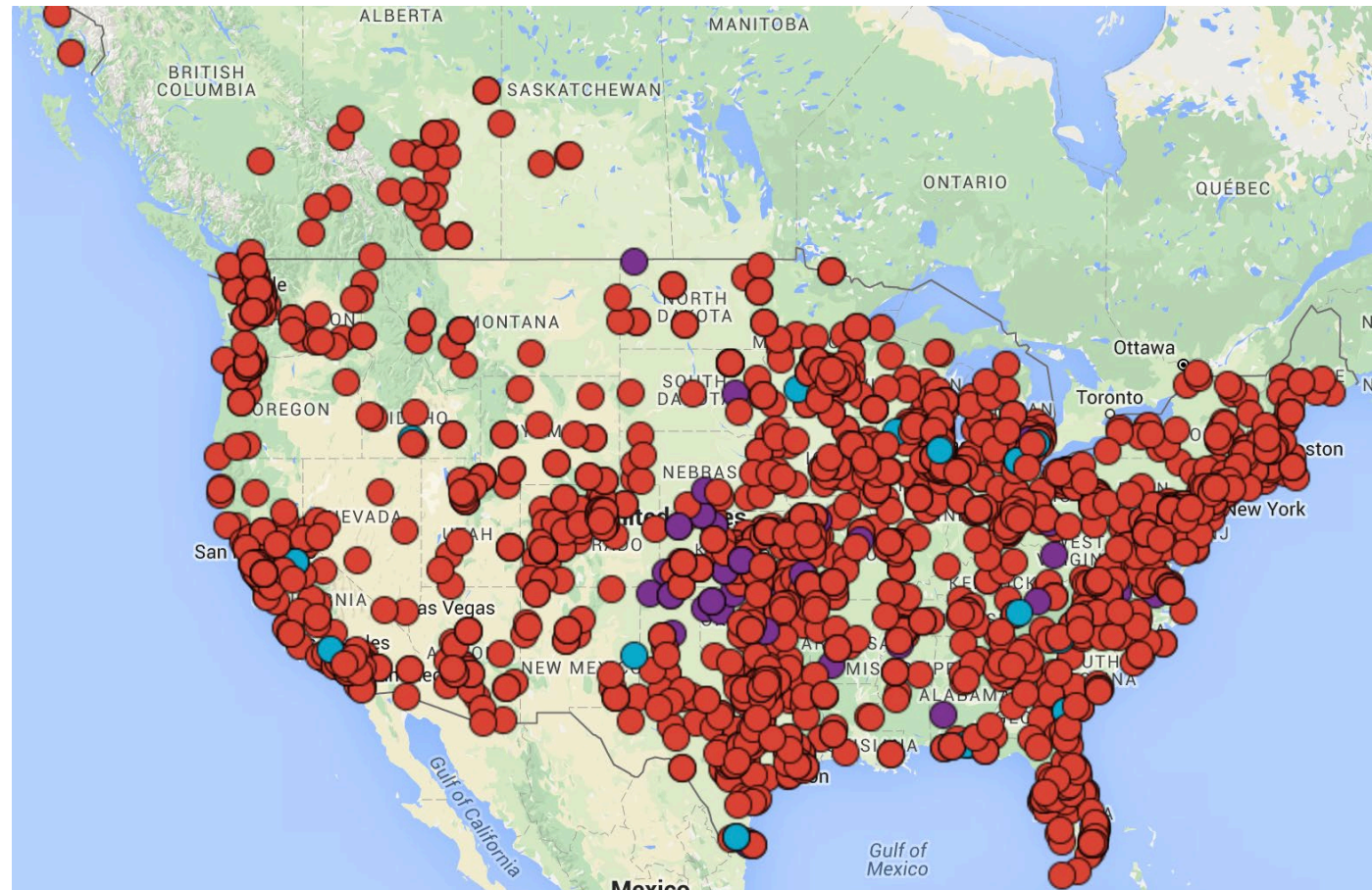
One Central Dashboard

- Secure, single sign-on (SSO)
- System-wide reporting capabilities
- Unified identify management
- Advanced accessibility
- Strengthened security
- Robust APIs



Who is CivicPlus

- **#1 Provider** of government websites
- 50+ local Georgia customers
- Dedicated to local government
- GovTech**100** / Inc. **5000**
- **“ Make Government Work Better”** is our Mission Statement

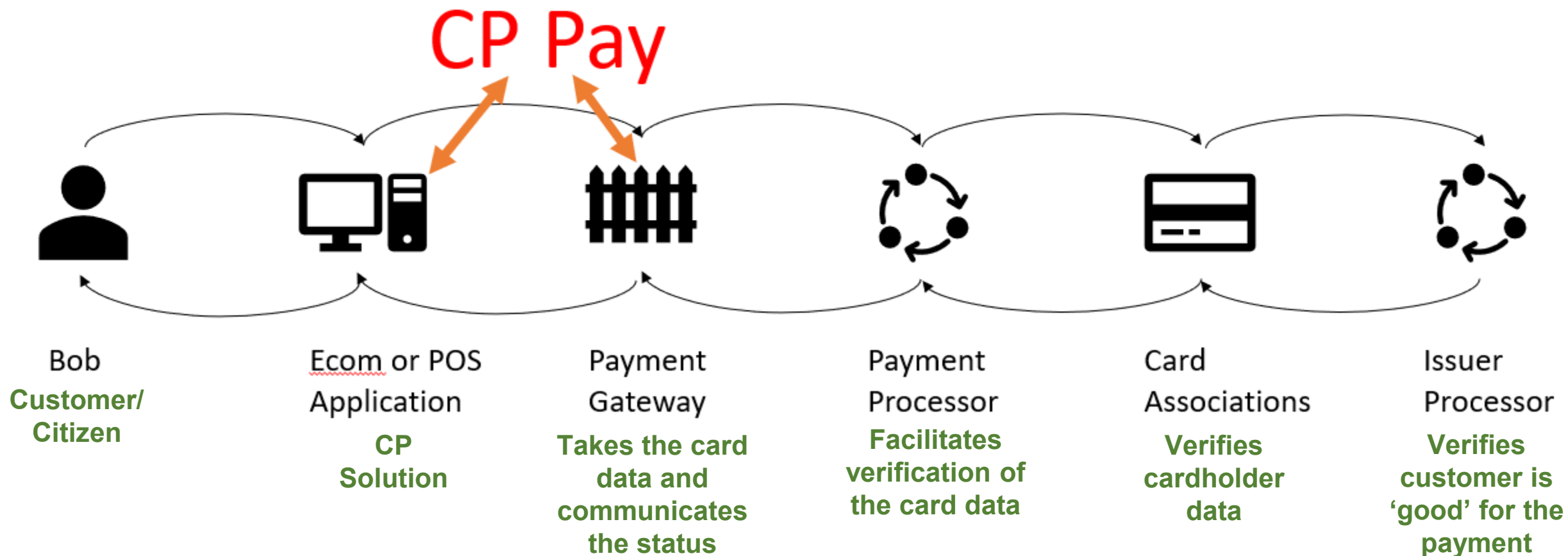




Question:

How does CivicPlus
handle on-line billing?

You can use CP Pay (included) or use your own merchant and we will link to, easy online payments



Who are our Partners?

globalpayments
Integrated

Authorize.Net[®]
A Visa Solution


convergeSM
FORMERLY VIRTUAL MERCHANT

 **cardconnect**TM

MORE TO COME!



Question:
What about Designs?

answer: Customizable
websites where we will
capture your vision

Clarkston, GA & CivicPlus



HOW DO I...

VISITORS

SERVICES

BUSINESS

CITY HALL



I'm Searching For...

- NOTIFICATIONS**
Connect with the City
- ONLINE PAYMENTS**
Pay Your Bills Online
- AGENDAS & MINUTES**
View Latest Updates
- CITIZEN REQUEST**
Submit a Request

MARIETTA NEWS

Check out the latest news in the City.



Clarkston, GA & CivicPlus

[City Home](#) [Utilities](#) [Tax Info](#) [City Jobs](#) [Open Augusta](#) [Trash & Recycling](#)

Search...



Augusta
GEORGIA

GOVERNMENT

DEPARTMENTS

CITY SERVICES

LIVING HERE

DOING BUSINESS

HOW DO I...

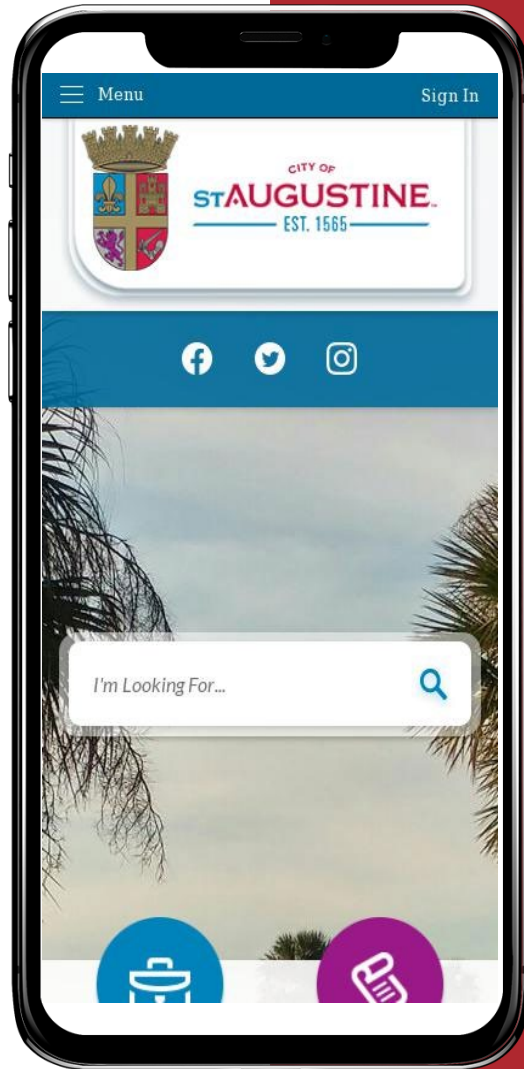


COMMISSION LIVE STREAM
View Live Meetings Here

CITY OF AUGUSTA
COVID-19 UPDATES

Select Language

CivicPlus Project Resources



Project Manager Assignment

Mavenlink Credentials

Dedicated Art Director

Content Team

Training

100% Satisfaction with Design

Dedicated Client Success Manager

Top Notch Customer Service

Online User Center

CivicPlus Customer Support

- **Comprehensive User Safety Net:**
 - Unlimited Customer Support
 - Four (4) ways to communicate – phone, email, chat, client success manager
 - Online User Help Center available 24 x 7



CivicPlus Award-Winning Customer Support

- **For the 3rd year in a Row,**
- CivicPlus Customer Support has won a Stevie Award.

- We won 3 Awards:

- **Customer Service Department of the Year – Silver**
- **Front Line Service Award &**
- **Customer Service MVP for our Covid-19 response**



From Micah Klein, Jason Smith, Danny Long, Craig Stephens, Guy Jervis



Georgia Clients

- Avondale Estates, Fulton Co Superior Court, Marietta, Powder Springs, Paulding County, Visit Douglasville, Norcross, Lawrenceville, Hapeville, Riverdale, Lovejoy, Hampton, Peachtree, Warner Robbins, Richmond Co Tax Commission, Newton County, Watkinsville, Tybee Island, Savannah...





Thank You

ADDRESS

302 S. 4th Street
Manhattan, KS 66502

PHONE

(913) 954-0555

CONTACT US

Email pugh@civicplus.com



municode



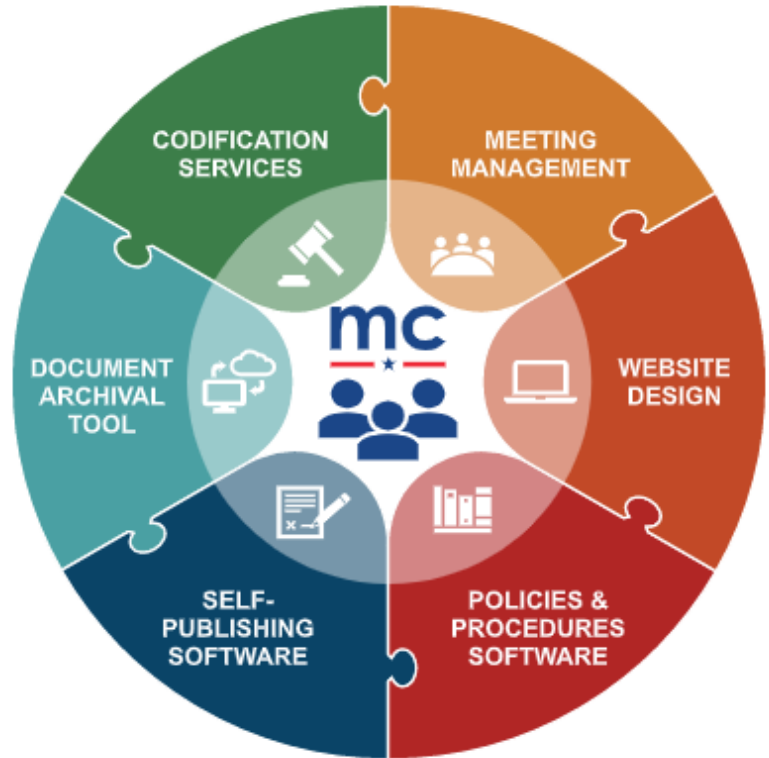
Our Mission: Strengthening Democracy



...by connecting municipal staff to their community.



Our Vision: The Circle of Governance



Integrated Technology Solutions Designed to make Local Government Management Easier

- ★ **Website Design & CMS**
- ★ Meeting & Agenda Management
- ★ Handbook, Policies & Procedures Software
- ★ Self-Publishing Software
- ★ Document Archival Tool
- ★ Traditional Codification Services

Our Passion Leads to Your Awards



Award Criteria Include:

- ADA Compliance
- Design
- Mobile Friendliness
- Citizen Ease of Use
- Staff Ease of Use
- Site Features



AWARDED GOVTECH'S TOP 100 INNOVATOR LIST
6 YEARS IN A ROW 2016, 2017, 2018, 2019, 2020, 2021

Website Design Goals



- 1. Stunning Design**
- 2. Citizen - Self Service**
- 3. Staff - Easy to Use**

True Custom Design Process



Features Overview



- ⦿ Responsive Mobile Friendly Design
- ⦿ Simple Page Editor
- ⦿ Best-in-Class Search Engine
- ⦿ ADA/WCAG 2.1 AA HTML Compliance
- ⦿ Social Media Integration
- ⦿ Web Page Categories - create a page once, have it show up in multiple places
- ⦿ Department Micro-sites (sites-within-a-site)
- ⦿ Rotating Banners and Headline Articles
- ⦿ Online Job Postings
- ⦿ Online Bid/RFP Postings
- ⦿ Photo Album Slideshows
- ⦿ Google Maps Integration
- ⦿ Resource/Document Center
- ⦿ Image auto-scaling and resizing
- ⦿ RSS Feeds Inbound/Outbound
- ⦿ Site Metrics (Google Analytics)
- ⦿ Scheduled Publish On/Off Dates
- ⦿ Unlimited User logins
- ⦿ Unlimited Content
- ⦿ Word-like WYSIWYG Editor
- ⦿ Private Pages – staff view only
- ⦿ Unlimited Online Fillable Forms
- ⦿ Emergency Alerts
- ⦿ Meeting Agendas/Minutes/Videos
- ⦿ Event Calendar
- ⦿ Page Versioning / Audit Trail
- ⦿ Latest News / Press Releases
- ⦿ Anti-spam controls
- ⦿ Email Harvesting Protection
- ⦿ Broken Link Finder
- ⦿ Dynamic Sitemap
- ⦿ Support for Windows, Mac, Linux
- ⦿ Video integration (YouTube, Vimeo, etc.)
- ⦿ Client owns rights to all data
- ⦿ Organization/Staff Directory
- ⦿ Frequently Asked Questions (FAQs)
- ⦿ Ordinances and Resolutions
- ⦿ Share This Button (Facebook/Twitter)
- ⦿ Secure Pages / SSL
- ⦿ Printer Friendly Pages
- ⦿ Email Subscriptions / Notifications
- ⦿ Projects Directory
- ⦿ Parks and Trails Directory
- ⦿ Property Directory (Commercial/Industrial)
- ⦿ Business Directory
- ⦿ Facility Reservations
- ⦿ Specialty Sub-site Graphic Designs
- ⦿ Custom Feature Development

Key Differentiators



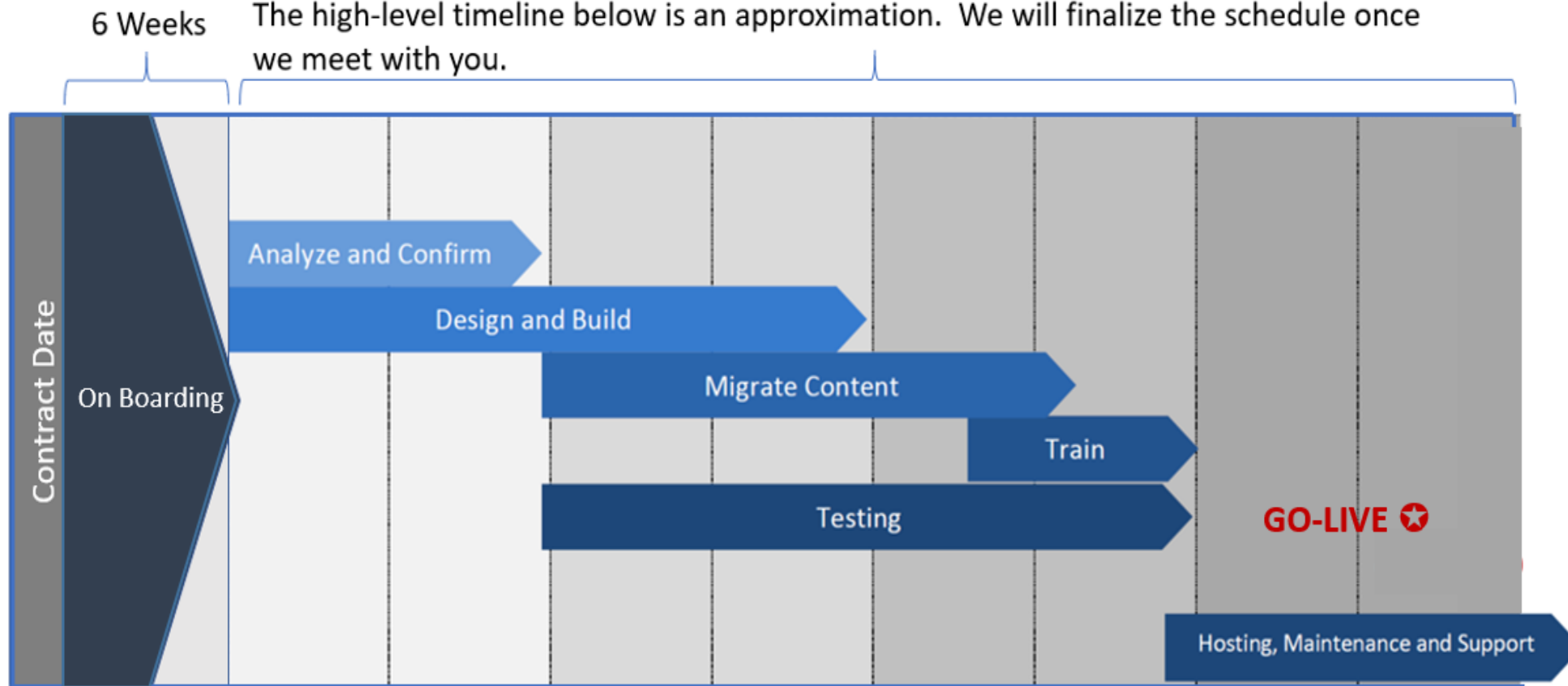
- ADA Compliance (WCAG 2.1 AA)
- Drupal Open Source – Google Friendly
- Enhanced Search Capabilities
- Integration & Customization
- Easy Web Page Authoring
- Create Content Once – Multiple Locations
- Customer Service – Greater than 99% Retention



Approach and Timeline



The typical project takes 3-4 months (standard design) | 5-7 months (custom design).
The high-level timeline below is an approximation. We will finalize the schedule once we meet with you.



CITY OF CLARKSTON

ITEM NO: C2

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
PRESENTATION

MEETING DATE: JUNE 22, 2021

SUBJECT: Market St Sidewalk Location Options

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 30

INFORMATION CONTACT: JAMIE
CARROLL, MARK PERKINS
PHONE NUMBER: 678.409.9683

PURPOSE:

To review presentation by City Engineering firm, CIS, the two (2) proposed alternatives for the Market St (from City Hall Annex to City Limit Line) sidewalk.

NEED/IMPACT:

City Engineering firm prepared design plans for two alternatives for sidewalk placement on Market Street.

The two plans are as follows:

- OPTION #1 - Place sidewalk partially on the road, which reduces the road width from 24 feet to 21 feet, add an 18 inch grass beauty strip and relocate the existing granite curb. Very similar to the Rowland St project (North Indian Creek to Lovejoy). Sidewalk would begin on the Annex parcel and connect to a new crosswalk at Market Street.
- OPTION #2 – Place sidewalk behind the existing curb with a 18 inch beauty strip and reset the existing granite curb to improve street drainage

Please refer to both options as presented on the design plans.

Please note that the sidewalk footprint for both options would be located on the south/west side of Market Street. The cost and impacts to the properties on the north and east side are significantly greater.

The pro’s and con’s for both options are as follows:

OPTION #1

PRO

- Less expensive than Option #2
- Less impacts to existing homeowner landscaping and trees within Market

CON

- Road narrows from 24 feet to 21 feet (could be viewed as a positive)
- More disruption to homeowners due to

- Street right-of-way
- Less utility poles to relocate
- Less temporary construction easements
- increasing length of driveways
- Traffic impacts due to construction impacts with placing sidewalk on the road

OPTION #2

PRO

- Traditional sidewalk construction with all work behind the existing curb
- Less impacts to traffic during construction

CON

- More temporary construction easements required
- Significant impact to homeowner landscaping, trees and utility poles
- More expensive than Option #1

NEXT STEPS

- Present both options to the residents that live on Market Street and the adjoining neighborhoods. The format of the meeting will be the same as Rowland with one exception – to allow for public input, Options will be presented to the public before the contractor is selected.
- Select a date for the field meeting in early July (backup location is Woman’s Club if inclement weather)
- Collect the comments from the residents and incorporate into the plans, where feasible.
- Finalize the plans and present to City Council at July work session
- Discuss contracting options with Council at July work session

DEKALB COUNTY LINE

Based on the county GIS, the city limits end at Maclaren Drive with the city parcels to the east past Market Crescent and DeKalb parcels to the west. All city infrastructure work ends at this city limits. City staff will inquire on the county’s interest to pave the remaining section of Market St from MacLaren to the dead end. If DeKalb chooses to fund this cost, the city can add this section to the city scope and obtain reimbursement from the county through a IGA or the county may choose to perform the work themselves or alternatively they may choose to not perform any work.

Attachment: Project Drawings (on-road and off-road sidewalk plans)

PROJECT LENGTH: 2840'

SITE NOTES:

1. ALL ASPHALT FROM ROGERS TO JAMIESON TO BE MILLED AND RESURFACED.
2. ALL NO PARKING SIGNS TO BE REMOVED
3. ALL NEW DRIVEWAY EXTENSIONS TO HAVE 5' RADIUS. END OF GRANITE CURB TO BE SLOPED AT DRIVEWAY AND GRANITE CURB ABUT
4. REMOVE AND INSTALL NEW STOP SIGNS
5. CONTRACTOR TO ENSURE POSITIVE DRAINAGE ALONG GRANITE CURB LINE
6. FOR WOODEN MAILBOXES, REPLACE WOODEN POLE
7. FOR MASONRY MAILBOXES, REPLACE WITH WOODEN MAILBOXES
8. ALL DRIVEWAYS TO HAVE ADA RAMPS WITHOUT TRUNCATED DOMES
9. EXISTING TRASH RECEPTACLES TO BE SENT TO PUBLIC WORKS

R/W CHANGES:
 ROGERS ST TO COLLEGE AVE: 40'
 COLLEGE AVE TO DEBELLE ST: 45'
 DEBELLE TO END OF MARKET: 50'

COLLABORATIVE INFRASTRUCTURE SERVICES

CUSTOMIZED CIVIL ENGINEERING SOLUTIONS

SPLOST 08
 MARKET STREET SIDEWALK
 ON ROAD - REDUCE ROAD
 WIDTH
 WIDTH

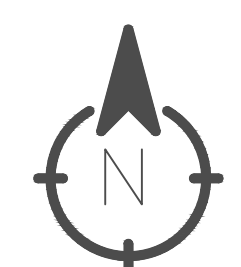
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06/15/2021

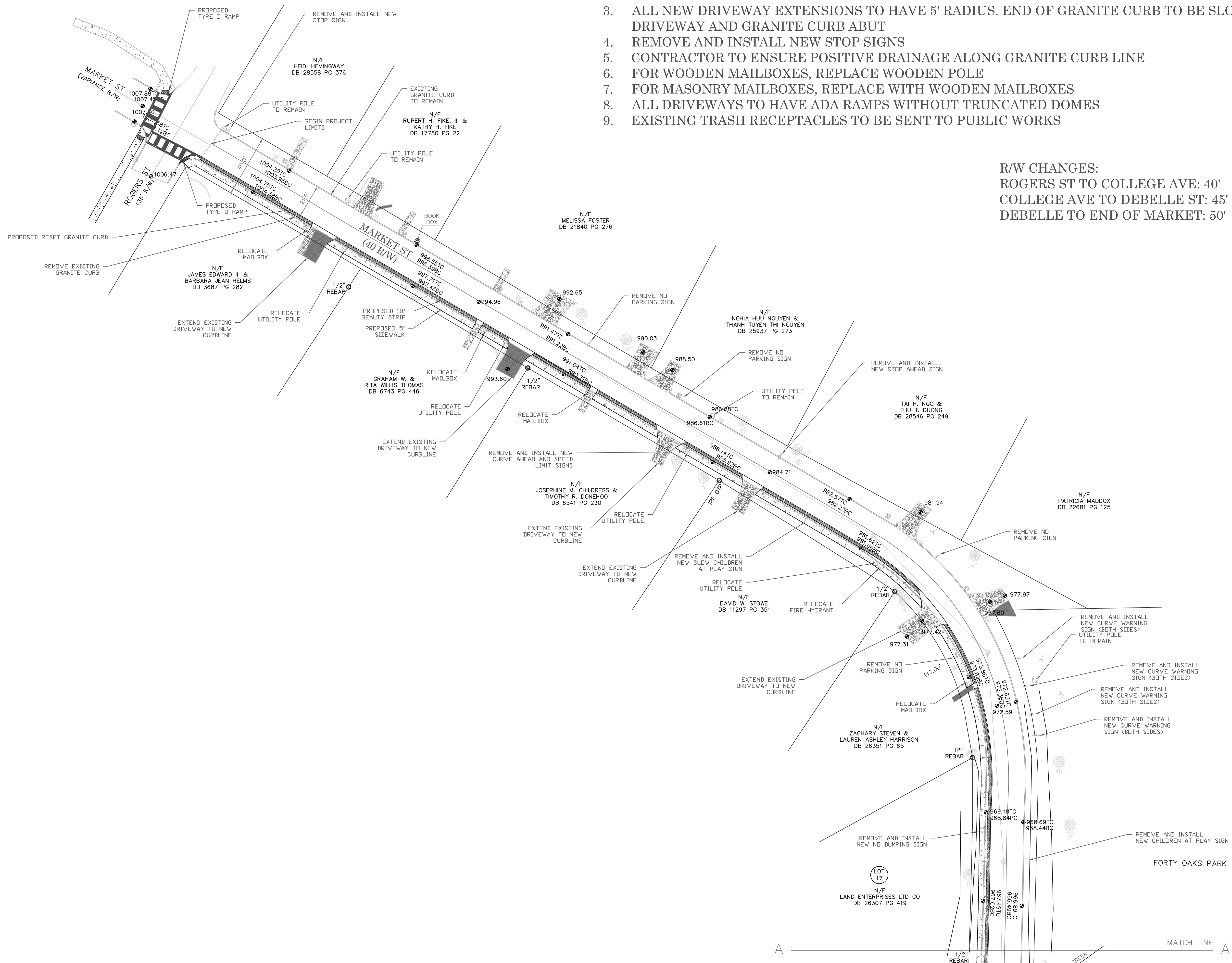
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C1



SPLOST 08
MARKET STREET SIDEWALK
ON ROAD - REDUCE ROAD
WIDTH

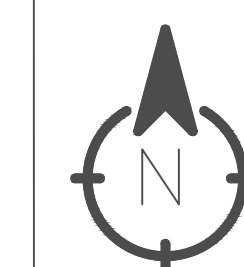
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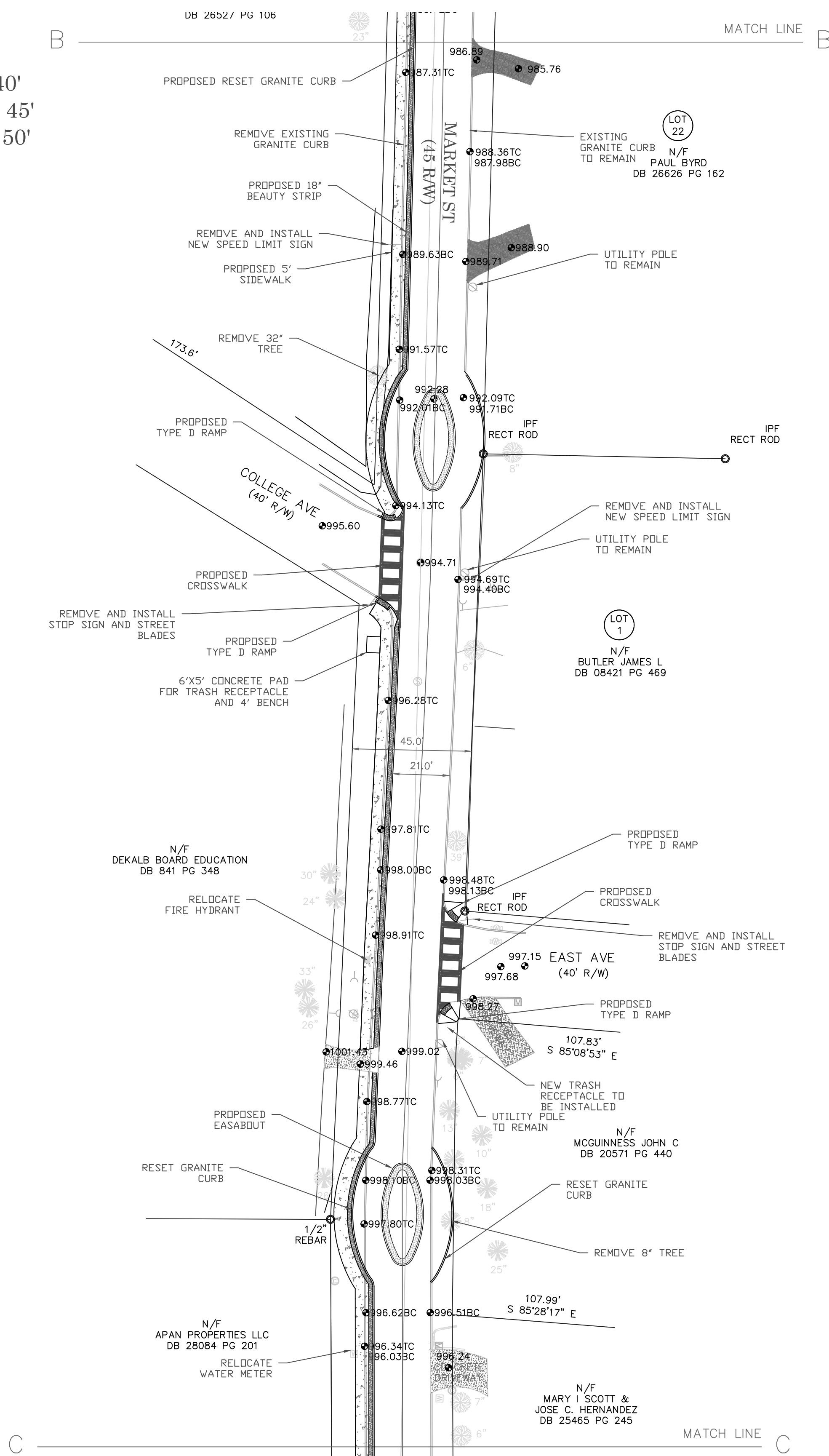
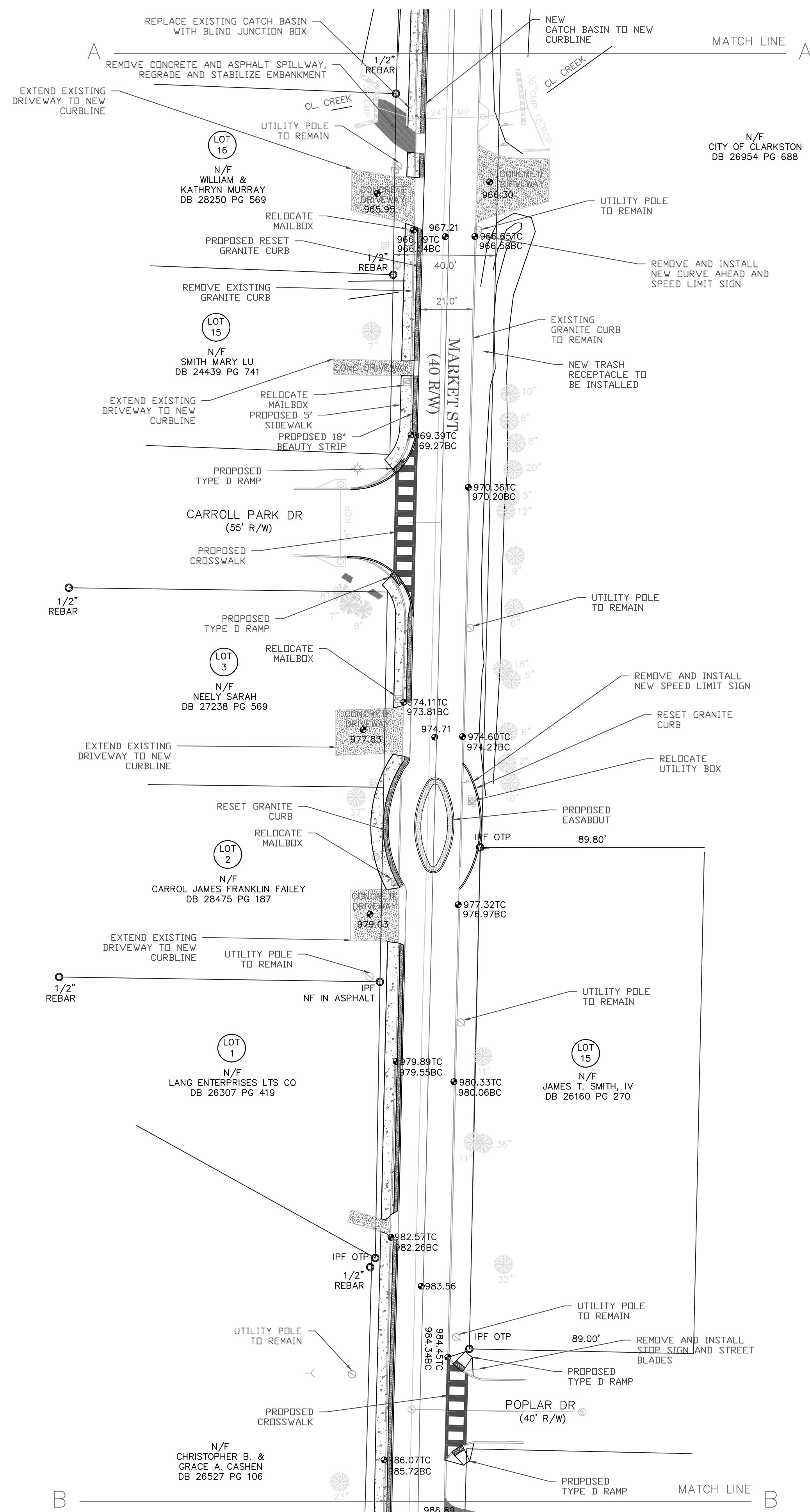
C2

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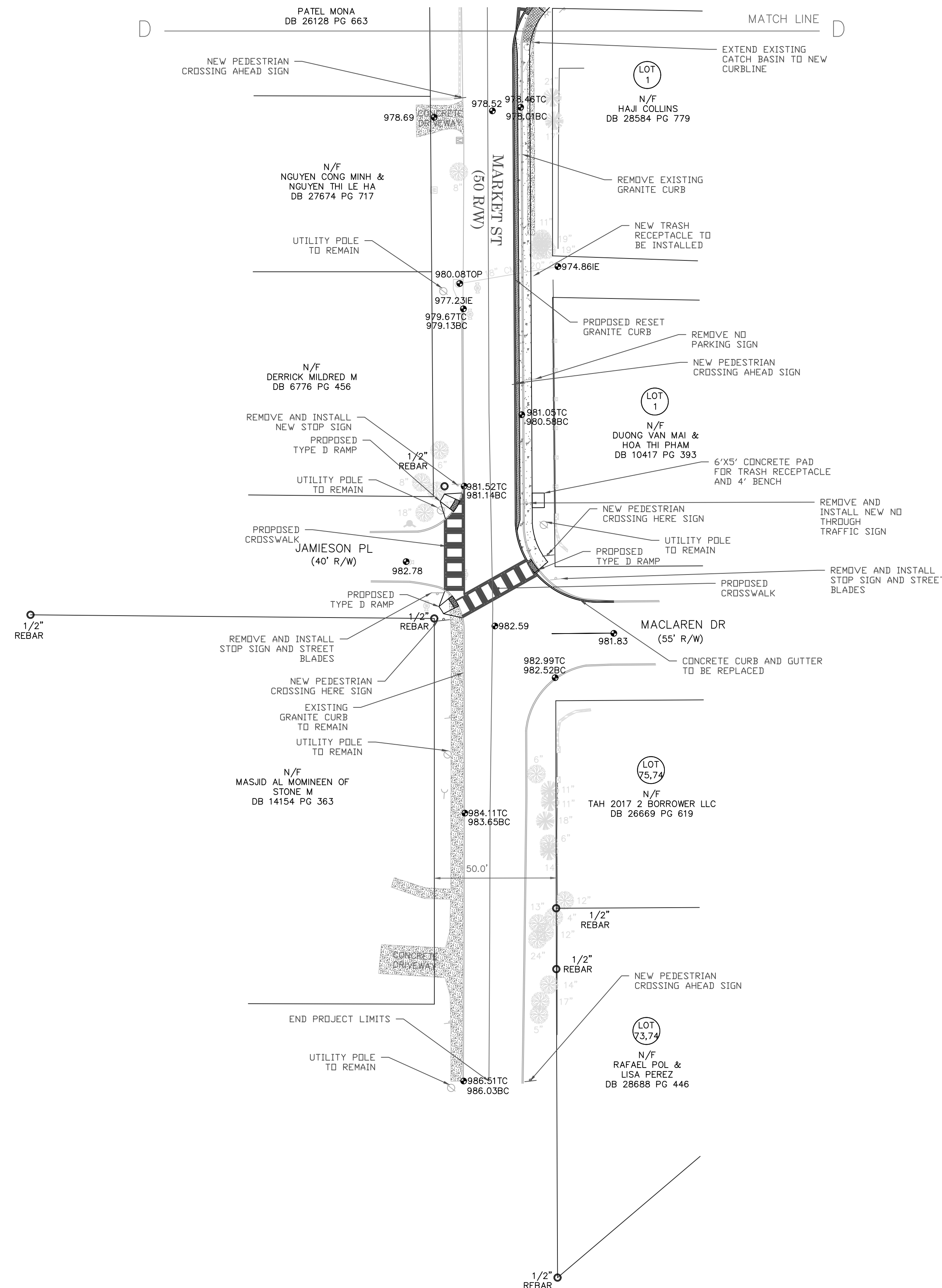
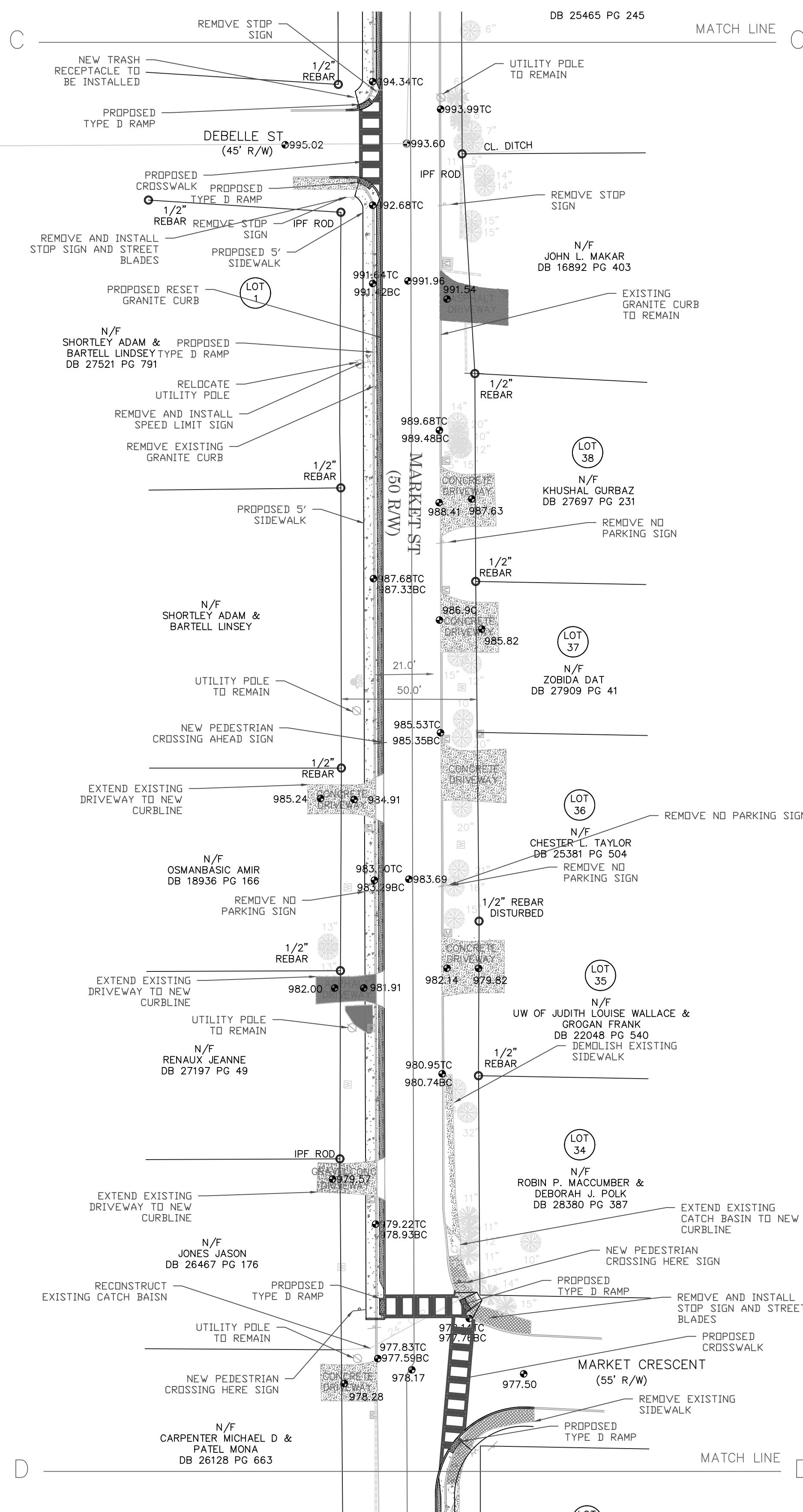
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COLLABORATIVE
 INFRASTRUCTURE
 SERVICES

CUSTOMIZED CIVIL
 ENGINEERING
 SOLUTIONS

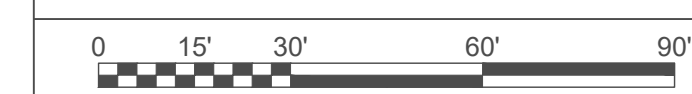


SPLOST 08
 MARKET STREET SIDEWALK
 ON ROAD - REDUCE ROAD
 WIDTH

DRAWING DATE:
 06/15/2021

REVISIONS:

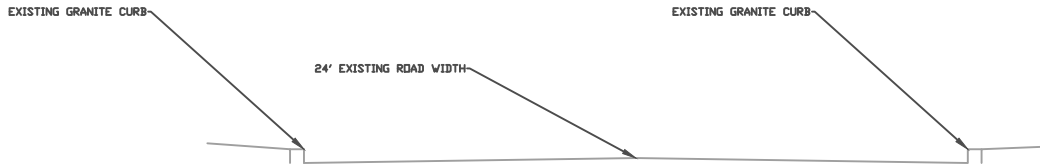
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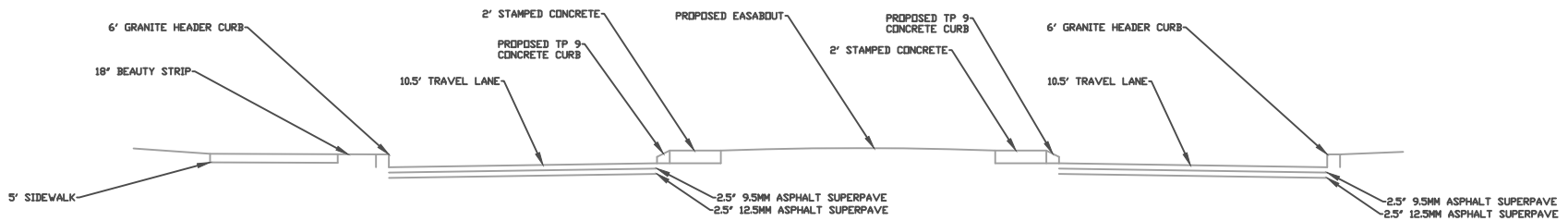
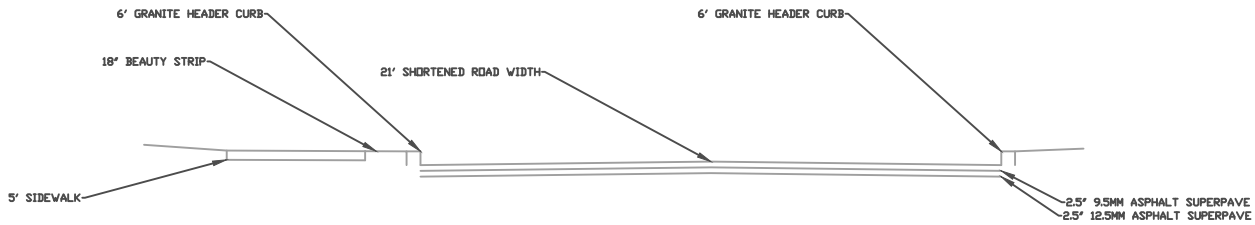
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C3

EXISTING



PROPOSED



SPLOST 08 MARKET STREET PEDESTRIAN TYPICAL SECTIONS

NOT TO SCALE

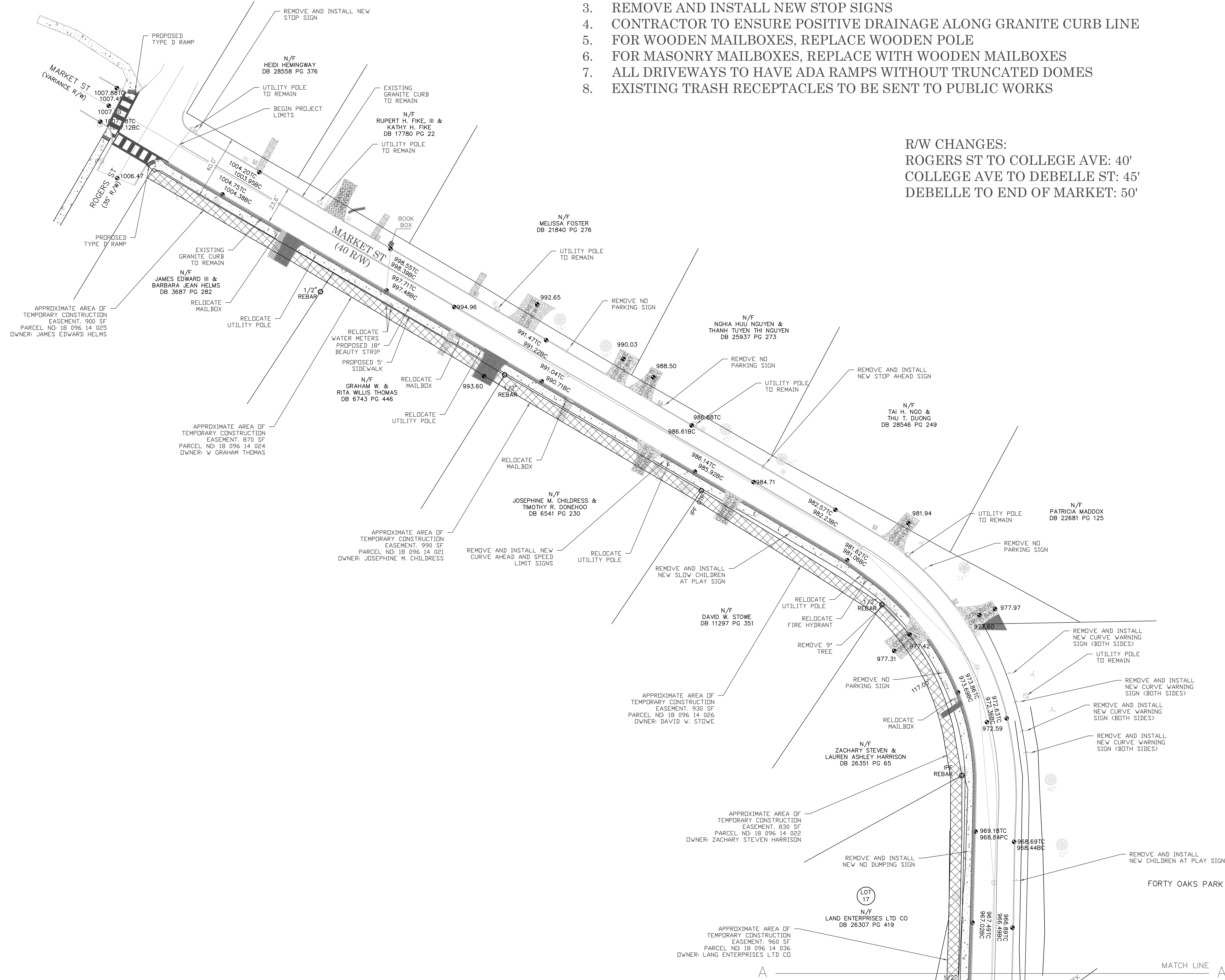
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COLLABORATIVE
INFRASTRUCTURE
SERVICES

CUSTOMIZED CIVIL
ENGINEERING
SOLUTIONS

**SPLOST 08
MARKET STREET
SIDEWALK OFF ROAD**

DRAWING DATE:

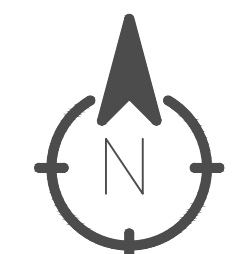
06/15/2021

REVISIONS:

NO.	DESCRIPTION



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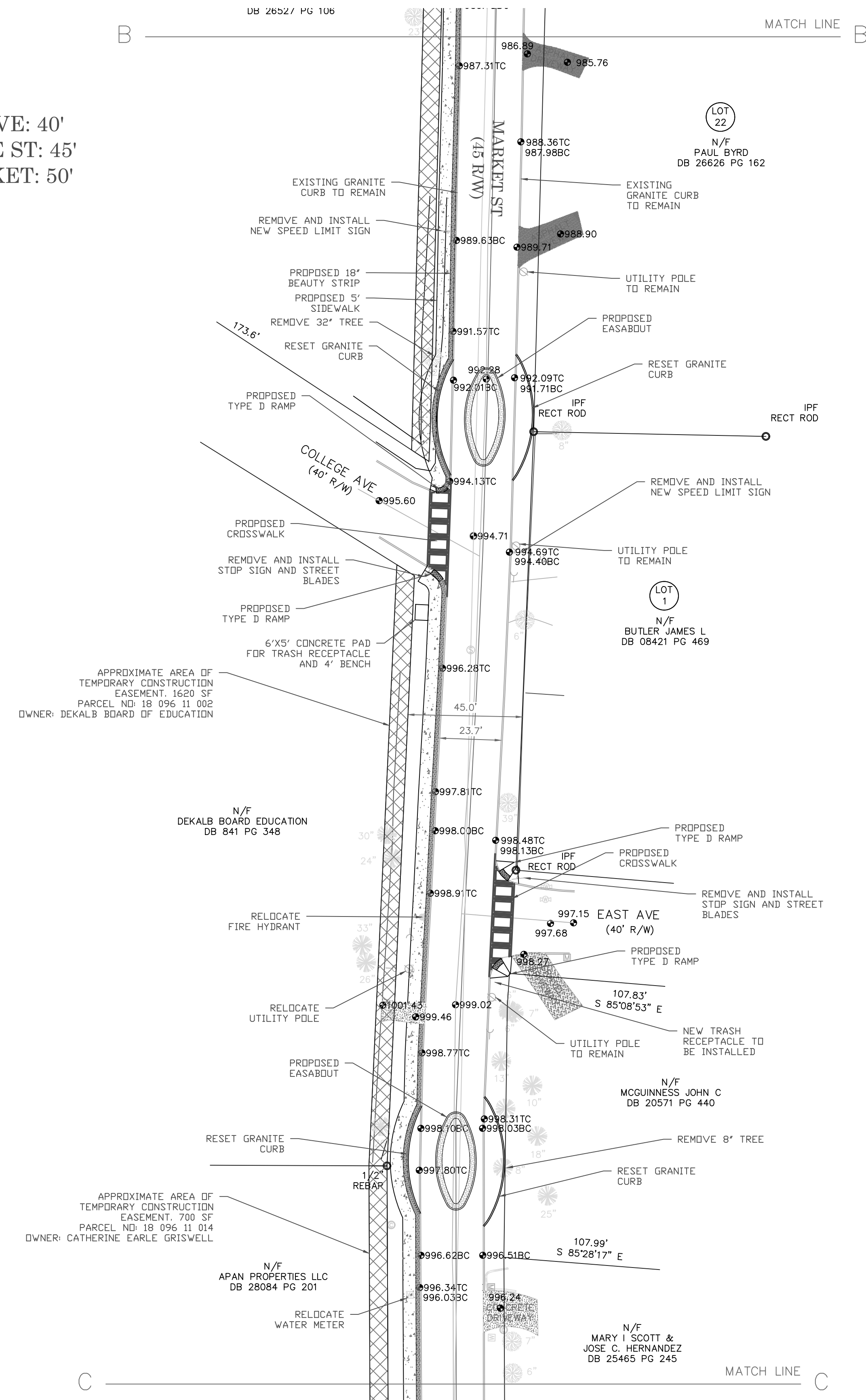
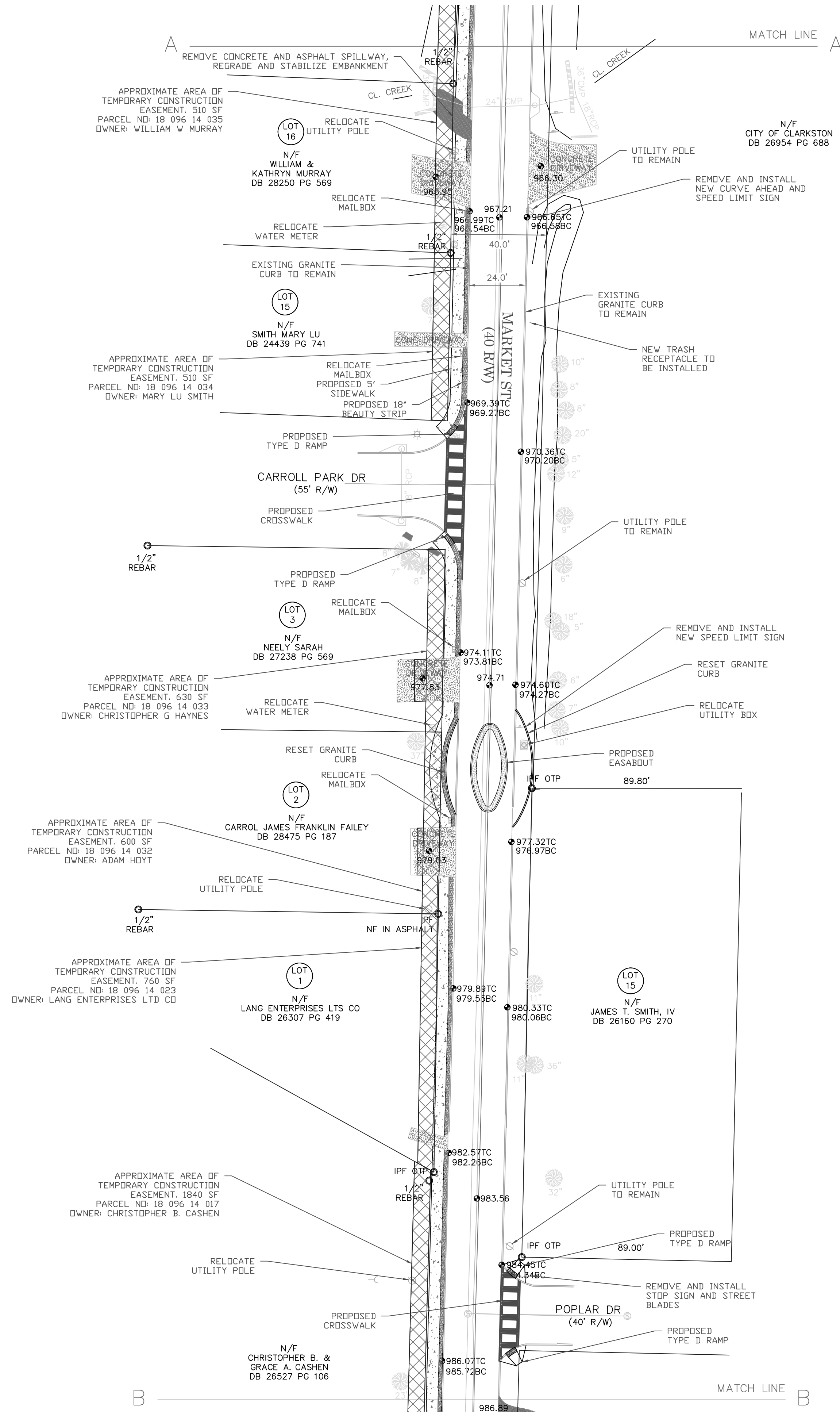


C1

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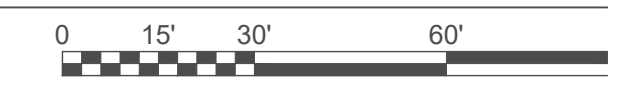


SPLOST 08
MARKET STREET
SIDEWALK OFF ROAD

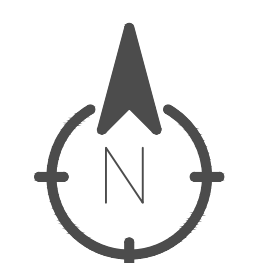
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REVISIONS:

NO.	DESCRIPTION



SCALE: 1" = 30'



C2

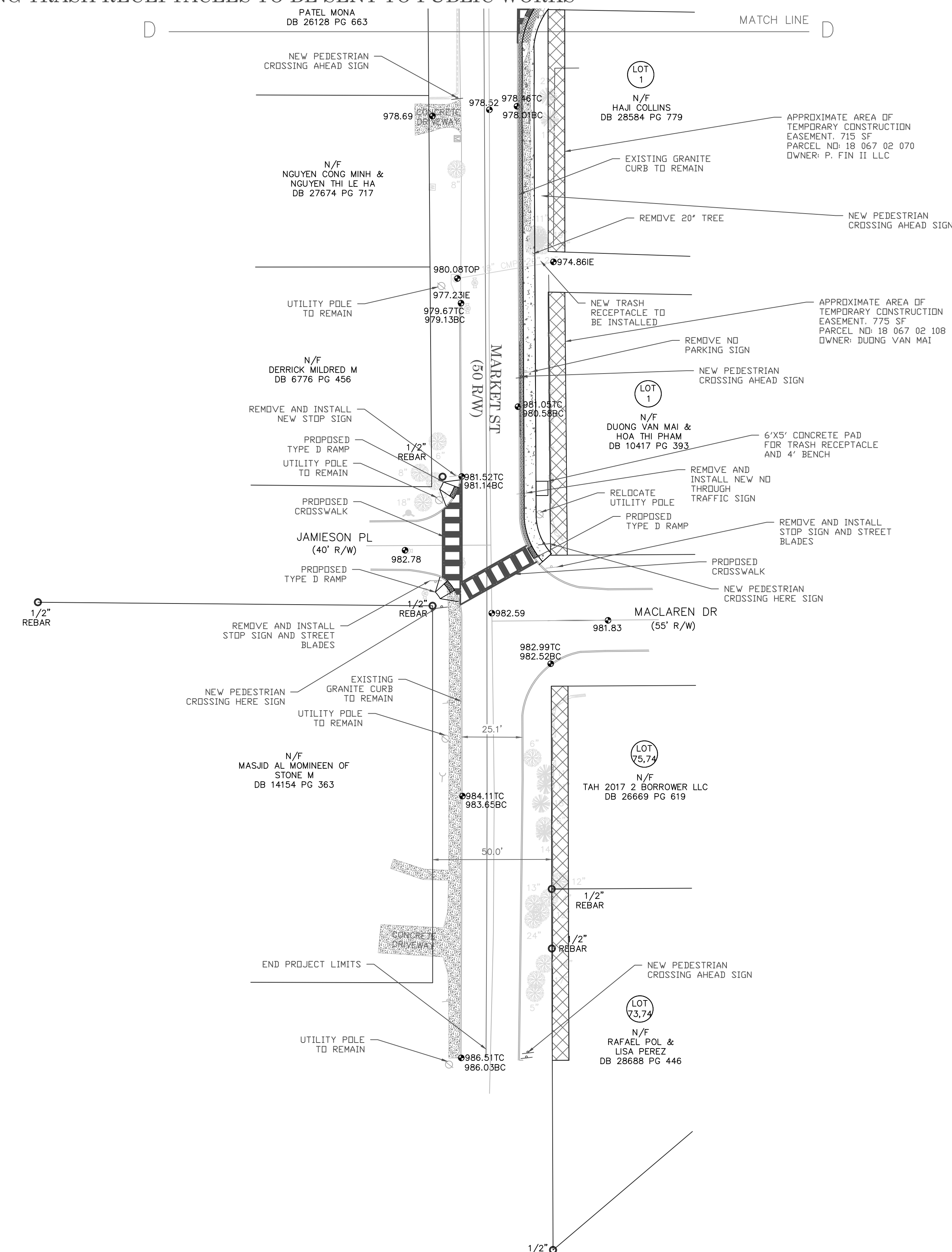
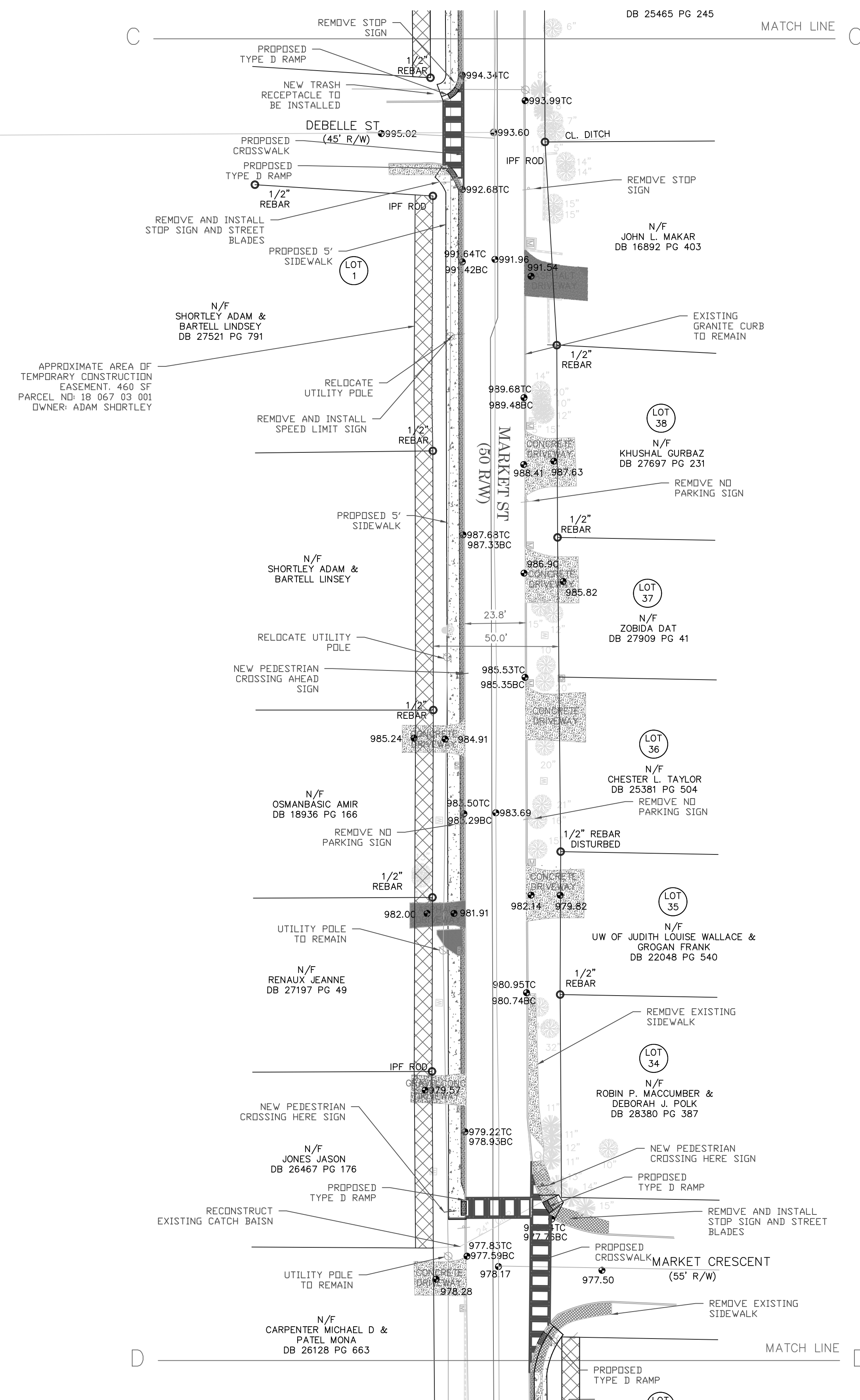
R/W CHANGES:
 ROGERS ST TO COLLEGE AVE: 40'
 COLLEGE AVE TO DEBELLE ST: 45'
 DEBELLE TO END OF MARKET: 50'

SITE NOTES:

1. ALL ASPHALT FROM ROGERS TO JAMIESON TO BE MILLED AND RESURFACED.
2. ALL NO PARKING SIGNS TO BE REMOVED
3. REMOVE AND INSTALL NEW STOP SIGNS
4. CONTRACTOR TO ENSURE POSITIVE DRAINAGE ALONG GRANITE CURB LINE
5. FOR WOODEN MAILBOXES, REPLACE WOODEN POLE
6. FOR MASONRY MAILBOXES, REPLACE WITH WOODEN MAILBOXES
7. ALL DRIVEWAYS TO HAVE ADA RAMP WITHOUT TRUNCATED DOMES
8. EXISTING TRASH RECEPCTABLES TO BE SENT TO PUBLIC WORKS

COLLABORATIVE
 INFRASTRUCTUR
 SERVICES

CUSTOMIZED CIVIL
 ENGINEERING
 SOLUTIONS

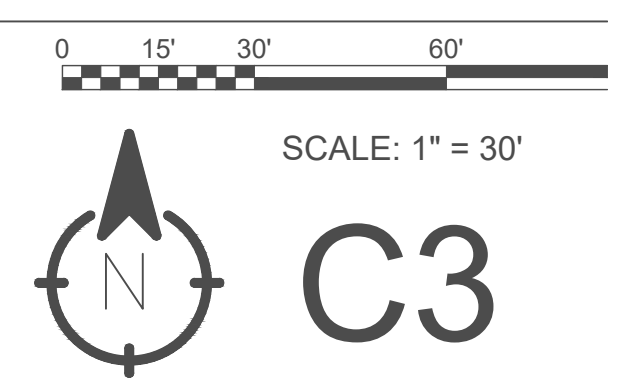


SPLOST 08
 MARKET STREET
 SIDEWALK OFF ROAD

DRAWING DATE:
 06/15/2021

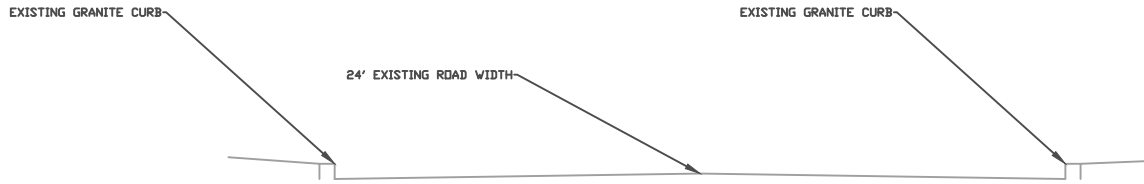
REVISIONS:

NO.	DESCRIPTION

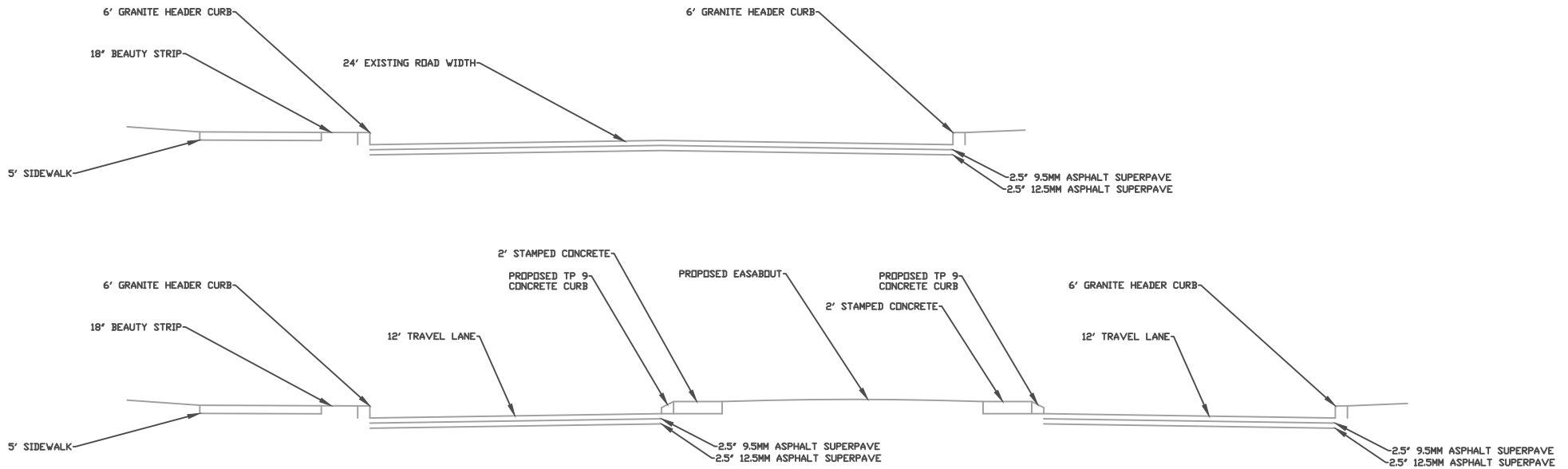


C3

EXISTING



PROPOSED



SPLOST 08 MARKET STREET PEDESTRIAN TYPICAL SECTIONS

NOT TO SCALE

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: H1

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: June 22, 2021

SUBJECT: Reschedule the August City Council Meetings.

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Robin I. Gomez
PHONE NUMBER: 404-296-6489

PURPOSE: For the Council to consider rescheduling the August 5th Council Meeting to Wednesday, August 4, 2021.

NEED/ IMPACT:

The August Council Meeting conflicts with the new schedule for the GMA Annual Convention. Re-scheduling this meeting to Wednesday, August 4th, (OR MONDAY August 2 to not conflict with Wednesday Court) will allow the elected officials participation in the Council meeting and travel to the GMA Convention.

RECOMMENDATIONS: Staff recommends that the Council approve rescheduling the August 5th Council Meeting to either Monday, August 2 or Wednesday, August 4, 2021.

CITY OF CLARKSTON

ITEM NO: H2

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: June 22, 2021

SUBJECT: Issue Election Call and Set Qualifying Period for the November 2, 2021 General Election

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Tracy Ashby
PHONE NUMBER: 404-296-6489 ext 413

PURPOSE:

To Issue the Election Call and to set the qualifying period for the November 2, 2021 General Election

NEED/ IMPACT: O.C.G.A 21-2-132 (d) (4) defines that "Each candidate for municipal office or a designee shall file a notice of candidacy in the office of the municipal superintendent of such candidate's municipality during the municipality's qualifying period. Each municipal superintendent shall designate the days of the qualifying period, which shall be no less than three days and no more than five days. The days of the qualifying period shall be consecutive days. Qualifying periods shall commence no earlier than 8:30 A.M. and shall end no later than 4:30 P.M.

O.C.G.A 21-2-132 (d) (5) (B)(ii) clarifies that "The hours of qualifying each day shall be from 8:30 A.M. until 4:30 P.M. with one hour allowed for the lunch break; provided, however, that municipalities which have normal business hours which cover a lesser period of time shall conduct qualifying during normal business hours for each such municipality."

RECOMMENDATIONS: Staff recommends Issuing the Call for the November 2, 2021 General Election and to set the qualifying period for the General Election for three (3) days from Monday, August 16, 2021 until Wednesday, August 18, 2021, starting at 8:30am to 4:30pm (daily), except during a daily lunch break from 12:00pm -1:00pm.

CITY OF CLARKSTON

ITEM NO: H3

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session 6/22
Public Hearing 6/29

BUSINESS AGENDA / MINUTES

ACTION TYPE:

MEETING DATE: June 22, 2021

SUBJECT: Conditional use permit request for the property located at 1353 Brockett Road Ste. B-1

DEPARTMENT:
Planning/Economic and Development

PUBLIC HEARING: YES NO

ATTACHMENTS: YES NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, MSCM, MPA
Planning/Economic and Development
Director PHONE NUMBER: 404-296-6489

PURPOSE: A request from Mohommad Bilal Khattak for a conditional use permit for the property located at 1353 Brockett Road, Ste. B-1 zoned NC-2 Moderate Density Neighborhood Commercial, Clarkston, GA 30021, for a coin laundromat.

NEED/ IMPACT:

A conditional use permit application request shall be heard at public hearings to determine whether or not the applicants proposed conditional use would generally be in the public interest. In considering whether a proposed conditional use is in the public interest, the mayor and city council shall consider the following, among other relevant factors: (1) Whether the conditional use would be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood; (2) Whether the proposed conditional use would increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties; (3) Whether the establishment of the conditional use would impede the normal and orderly development of surrounding property for uses predominant in the area; and (4) Whether the location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general.

STAFF RECOMMENDATIONS:

Staff recommends **CONDITIONALLY APPROVING** the conditional use permit request for a coin laundromat with the following 5 conditions.

1. The business shall only be limited to operating and offering services as a coin laundromat.
2. There shall be no long term or overnight parking.
3. The owner/tenant shall adhere to Sections 12-20 Disorderly Conduct and 12-28 Noise.
4. The business shall not emit noise, vibrations, smoke, gas, fumes, or odors that would be a nuisance to the adjacent properties.
5. The recommended hours of operation are 7AM to 7PM, Sunday-Saturday.

PLANNING AND ZONING BOARD RECOMMENDATIONS: 06/15/2021

The Planning and Zoning Board recommended conditionally approving the CUP with staff's five (5) recommendations including four (4) additional conditions.

- (6) No alcohol shall be served or available on the premises.
- (7) No coin operated amusement machines shall be installed.
- (8) All installed machines shall be new.
- (9) The applicant is only allowed to install vending, detergent, and change (coin) machines.



PLANNING & ZONING BOARD MEETING MINUTES

**June 15, 2021, 7:00 PM
TELECONFERENCE**

Call in Number:
404. 902. 5066
Call in Code:
326629

AGENDA

- A. CALL TO ORDER:** The meeting was called to order at 7:04PM
- B. ROLL CALL:** Chair Charles McFarland, Vice Chair Felicia Weinert, Birendra Dhakal, Lisa Williams, Susan Hood
- C. APPROVAL OF APRIL 2021 MEETING MINUTES:** Charles McFarland called for a motion to approve the April 2021 meeting minutes. Lisa Williams made a motion to approve, Felicia Weinert seconded, and the motion passed 5/0/0.
- D. NEW BUSINESS**
- 1. PUBLIC HEARING:** A conditional use permit request from Mohammad Bilal Khattak for the property located at 1353 Brockett Road, Suite B-1, Clarkston, Georgia 30021, zoned NC-2, Moderate Density Neighborhood Commercial for a laundromat.

PED Director Qawiy gave an overview of the conditional use permit request for 1353 Brockett Road, Suite B-1 and introduced the applicant Mr. Mohammad Khattak. Charles McFarland asked for questions from the Board members for the applicant. Birendra Dhakal asked the applicant whether his establishment will be use eco-friendly detergents. Mr. Khattak responded that he would limit his use of detergents to Tide and Gain.

Felicia Weinert asked the applicant about his recent approval for a conditional use permit for a coin laundromat at 1051 Montreal Road. Mr. Khattak stated in summary there were landlord issues. Ms. Weinert asked him to confirm whether or not he will encounter landlord issues at the present location. Mr. Khattak confirmed there would not be any issues with the current landlord.

Charles McFarland asked the applicant did he have any issues with the staff's recommended hours of operation of 7AM-7PM Sunday-Saturday. Mr. Khattak did not have any issues with the hours. Ms. Weinert stated that the recommended hours of operation were recommended for safety of the patrons of the business. Mr. Khattak stated that he will lock the doors of the business at 7PM each day.

Susan Hood asked the applicant whether he is considering coin operated amusement machines(COAM) in the establishment. Mr. Khattak stated that he was contemplating the matter and understands that COAM machines attracts a different type of traffic. He stated that the final answer would be not to install COAM machines. Ms. Hood stated that she would add this as a condition to the list of staff's conditions to not allow COAM at this location. Mr. Khattak agreed.

Lisa Williams asked whether the applicant will use eco-friendly detergent and install energy saving machines and not used machines. Mr. Khattak stated that he will install all new machines that include LED lights.

Birendra Dhakal asked about parking. Mr. Khattak stated that the landlord will designate 8 spaces in front of the business and share the additional 2 in the parking lot area.

With no further questions from the Board, Charles McFarland opened the public hearing.

Dean Moore stated that no alcohol should be served or available on the premises and asked to include the request in the conditions.

With no additional speakers or questions the public hearing was closed by Chairman McFarland.

Chairman McFarland asked for a motion. Susan Hood made the motion to approve the conditional use permit request with the five (5) listed conditions from staff and to include (6) No alcohol shall be served or available on the premises, (7) No coin operated amusement machines shall be installed, (8) All installed machines shall be new, and (9)The applicant is only allowed to install vending, detergent and change (coin) machines. Birendra Dhakal seconded, and the motion passed 5/0/0.

2. **PUBLIC HEARING:** Variance requests from William R. Braswell Jr. of Oak Hall Companies, LLC for the property located at 3809 East Avenue, Clarkston, Georgia 30021, zoned NR-3 High Density Neighborhood Residential to "install ornamental trees in lieu of shade trees for solar panels" and to encroach into the front yard setback an additional 5 feet on lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30.

PED Director gave an overview of the variance requests for 3809 East Avenue and introduced the applicant Mr. Tad Braswell.

Lisa Williams asked a question related to the request to install ornamental trees in lieu of shade trees. Ms. Williams stated that with the current 24 conditions on the property condition #5 states that all homes will be wired to be electric and solar ready. Ms. Williams asked the applicant to confirm the lots solar ratings. Mr. Braswell stated that solar ratings on the lots have not yet been established.

Susan Hood referenced the applicants statement that he would prefer to plant crepe myrtles as the ornamental trees. Ms. Hood stated that crepe myrtles are not native trees, but red bud trees are native trees.

Ms. Weinert asked about the size of the proposed homes at a minimum of 1200 sq. ft. Mr. Braswell stated that the minimum size home will be 1800 square feet.

Susan Hood asked whether the homes will be constructed with carports or garages. Mr. Braswell stated that lots 7-30 will have garages while the exterior lots will have carports. Ms. Hood made a reference to condition #19 that every home shall have a minimum of one visitor parking space to be located behind each home's carport. Mr. Braswell stated that he is requesting an additional 5 feet encroachment since the city ordinance allows a 3' encroachment for porches. Parking will be located between the garage and the alley.

Birendra Dhakal asked whether the variance requests are due to an undue hardship.

Lisa Williams stated that the requests should be based on the variance criteria points.

Susan Hood stated that the applicant has not been met the criteria points which does not warrant approval of the variance requests.

With no further questions from the Board, Charles McFarland opened the public hearing.

Dean Moore stated that there are six (6) criteria for variance requests and any hardships created will be created/have been created by the applicant.

Amy Medford referred to the shade trees. She stated that the lots need to be rated to determine solar readiness. Ms. Medford stated that the applicant should continue as approved and keep the current condition on the trees. A homeowner will have the option in the future to cut back the trees if applicable if growth should interfere with the installed solar panels. Ms. Medford also stated that there should not be any additional variance requests for the lots.

With no additional speakers or questions the public hearing was closed by Chairman McFarland.

Chairman McFarland asked for a motion. Lisa Williams made the motion to deny the variance requests. Susan Hood seconded, and the motion passed 5/0/0.

E. OTHER BUSINESS

1. DISCUSSION: Zoning Code Update

Lauren Blaszyk of POND and Company gave a status overview of the Zoning Rewrite and next steps. Open houses are scheduled for July 13th 9AM to 1PM- and July 14th 5PM to 8PM at the Clarkston Women's Club. The technical advisory committee will meet in person following social distancing protocol at the Clarkston Community Center August 10th.

Charles McFarland asked about public engagement and how the public is being informed about the zoning rewrite project.

M.s Blaszyk stated that the team has posted on all City social media outlets, posted 25-yard signs and attended events in the City to distribute information flyers.

Dean Moore asked for the zoning rewrite website address. It was given by Lauren Blaszyk as www.planningatpond.com/Clarkston-zoning-ordinance-rewrite.

Amy Medford made reference to translation services for non-English speaking residents. PED Director Qawiy made reference that a minor tweaking of the site should include requests for translations services if requested. Director Qawiy also made reference to the June 22nd Mayor and Council work session that will include a power point presentation from the consultant team.

F. ADJOURNMENT : Chairman McFarland called for a motion to adjourn. Lisa Williams made the motion to adjourn, Felicia Weinert seconded the motion, and the motion passed 5/0/0. Meeting adjourned at 8:37PM.



CITY OF CLARKSTON CONDITIONAL USE PERMIT APPLICATION

CONDITIONAL USE PERMIT APPLICATION PROCESS

The owner of property within the City, or his authorized agent, may apply for a Conditional Use Permit for the property. To be accepted for consideration, all required application forms and documentation must be complete. A checklist is included herein, specifying the required documentation comprising a complete application packet.

Conditional use permit requests shall be submitted and considered according to the following process:

1. Pre-application Meeting: Applicant shall schedule a pre-application meeting with the Planning & Development Manager to discuss the request and necessary documents, fees and schedules pertinent to the request.
2. Application Submittal: Applicant shall submit a complete application to the Planning & Development Department.
3. Initial Staff Review: Application will be distributed to appropriate city staff and/or consultant for review and comment. All staff and/or consultant comments will be submitted to the Planning & Development Department within 10 working days.
4. Re-Submittal: Upon receipt of staff comments, all comments will be consolidated into a single report for distribution to the applicant. The applicant shall revise the plans in accordance with the comments received and resubmit the plan to the Planning & Development Department.
5. Public Notice: The Planning & Development Department will prepare newspaper ads and property signs to assure proper notice of public hearings.
6. Staff Evaluation: A staff analysis report with a recommendation to the City Council will be prepared. In considering whether a proposed conditional use is in the public interest, the mayor and city council shall consider the following, among other relevant factors:
 - a. Whether the conditional use would be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;
 - b. Whether the proposed conditional use would increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties;
 - c. Whether the establishment of the conditional use would impede the normal and orderly development of surrounding property for uses predominant in the area; and
 - d. Whether the location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general.
7. City Council: The City Council shall hold a public hearing on the application and make a decision on the request.



**CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION**

where possibilities grow

CONDITIONAL USE PERMIT APPLICATION CHECKLIST

To be completed when accepting all conditional use applications. Checklist should be attached to the application. All documents are required prior to acceptance of the application.

Required Item	Requirements	Copies	Check/Initial
✓ Application Fee	\$500.00 per request Check or Money Order		
✓ Application Checklist	This application checklist must be submitted with application packet	1	
✓ Application Form	Must be complete, including notarization as indicated	40 <i>2 electronic copies</i>	
✓ Survey	Accurate, up-to-date certified survey of the property with metes and bounds shown. Existing thoroughfares; existing drainage areas; existing buildings, structures and facilities; existing utilities on or adjacent to the property; and ownership, zoning and uses of all property adjacent to or within 200 feet of the property should also be shown.	10 <i>2 electronic copies</i>	
✓ Legal Description	Accurate written legal description of the property which matches the metes and bounds shown on the survey.	40 <i>2 electronic copies</i>	
✓ Warranty Deed	A copy of the recorded Warranty Deed	40 <i>2 electronic copies</i>	
✓ Lease Agreement	A copy of the lease agreement between the property owner and the applicant, if applicable. Lease must identify party responsible for reclamation of the property.	10 <i>2 electronic copies</i>	
✓ Letter of Intent	A letter clearly stating the proposed use and development intent.	40 <i>2 electronic copies</i>	
✓ Conceptual Site Plan	Conceptual site layout indicating the distinctions between the current and proposed site conditions. Should be drawn at a scale of at least 1:20.	40 <i>2 electronic copies</i>	
✓ Architectural Drawings	Architectural renderings or photographs of the proposed building elevations are helpful, but not required unless the proposed zoning is being conditioned to architectural exhibits submitted.	10 <i>2 electronic copies</i>	

(For Office Use Only)

Total Amount Paid \$ _____ Check# _____ Money Order # _____ Received by: _____

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

CITY OF CLARKSTON
PLANNING & DEVELOPMENT DEPARTMENT
1055 ROWLAND STREET
CLARKSTON, GA 30021
(404) 296-6489
Fax (404) 296-6480



**CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION**

Date Received: 12/15/20

APPLICANT INFORMATION

APPLICANT NAME: MOHAMMAD BILAL KHATTAK
ADDRESS: 2582 LARSON CREEK WAY, DULUTH GA 30097
PHONE: 404 944 8693 CELL: 404-944-8693 FAX: _____
EMAIL ADDRESS: BILAL.ATL@GMAIL.COM

OWNER INFORMATION (If different from Applicant)

OWNER NAME: AYAZ ALI
ADDRESS: 1833 LAWRENCEVILLE HWY, DECATUR GA 30033
PHONE: 678-777-0080 CELL: 678-777-0080 FAX: _____
EMAIL ADDRESS: ALIENTERPRISE87@GMAIL.COM

PROPERTY INFORMATION (attach legal description)

ADDRESS: 1051 MONTREAL RD, SUITS: B AND C, CLARKSTON, GA 30021
PARCEL ID#: 18 118 03 004 LAND LOT: 118 DISTRICT: 18

CONDITIONAL USE PERMIT REQUEST

CURRENT ZONING: LIGHT INDUSTRIAL CURRENT LAND USE: C-STORE + 2 RETAIL SPACES

PROPOSED LAND USE: COIN LAUNDRY

DESCRIPTION OF USE (ex.: number of employees, details of operation, etc.): COIN LAUNDRY,
OFFERING SELF SERVICE + WASH + FOLD SERVICES. 1 EMPLOYEE
ATTENDED AT ALL TIMES -

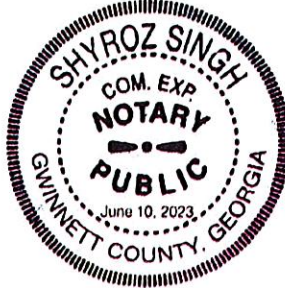
CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: _____

Ayaz Ali
Type or Print Owner's Name

[Signature]
Owner's Signature

12-14-20
Date



Sworn and subscribed before me this 14th day of December, 2020.

[Signature]
Notary Public

06/10/2023
Commission Expires

(Seal)

POWER OF ATTORNEY (if owner is not the applicant)

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

Ayaz Ali
Type or Print Owner's Name

[Signature]
Owner's Signature

12-14-20
Date

Sworn and subscribed before me this 14th day of December, 2020.

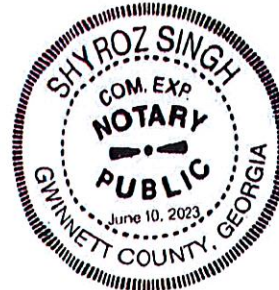
[Signature]
Notary Public

[Signature] 06/10/2023
Commission Expires

MOHAMMAD BILAL KHATTAK
Type or Print Applicant's Name

[Signature]
Applicant's Signature

12/14/20
Date



(Seal)

ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

Type or Print Attorney / Agent's Name

Attorney / Agent's Signature

Address

Phone Number

Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we AYAZ ALI _____ am/are the owner(s) of the subject property, which is the subject matter of this application. I/we authorize the City of Clarkston to inspect the premises, which is the subject of this request for a Conditional Use Permit.

AYAZ ALI

Type or Print Owner's Name



Owner's Signature

12-14-20

Date

B2 LAUNDRY, LLC

LETTER OF INTENT

Mohammad Bilal Khattak
B2 LAUNDRY, LLC
2582 Larson Creek way Duluth, GA 30097
bilal.atl@gmail.com

May 14th, 2020

Ms. Shawanna N. Qawiy
Director of Planning & Development
1055 Rowland St. Clarkston, GA 30021
sgawiy@cityofclarkston.com

Dear Ms. Qawiy,

This letter of intent is a formal expression of intent to open a New Coin Laundry in the City of Clarkston at the retail location of 1353 Brockett rd suite B1 Clarkston GA 30021. This is a Large shopping center with stable businesses that are well known in the local community. I believe that the very convenience and popularity of this particular location makes it a very suitable location for a Coin Laundry. B2 Laundry here will provide the Ultimate convenience in terms of location for the local residents, paired with the Ultimate wash experience. B1 Laundry will infuse the Latest and the Greatest of technology available today into this Laundromat with installation of the Best and most Efficient Washers and Dryers available in the commercial market today. Our main emphasis is to achieve a high level of customer satisfaction thru providing customers with the Best of the washing equipment along with a Great customer service with a Big smile. I truly believe that the level of a business' success is directly related to the level of its Customers' satisfaction. With that said, I intend to open a Laundromat at this location that will achieve its Success thru Best practices in customer service and added convenience for the local residents.

Ms. Qawiy, B1 Laundry has been operating Successfully for years in Decatur area and over the years of successful operation we have attained a wealth of knowledge and expertise of the laundry industry. We intend to bring all our acquired experience into our second location as "B2 Laundry" to the City of Clarkston and make it into a better and more successful operation. We are backed by the industry leaders in Brand and Financing and seek to run a Successful retail location for many years to come. Thank you.

Sincerely,



Mohammad Bilal Khattak



CONDITIONAL USE PERMIT ANALYSIS

Report Prepared by: Shawanna N. Qawiy, MSCM, MPA
 Planning/Economic & Development Director

Applicant: Mohammad Bilal Khattak
 B1 Laundry, LLC
 2582 Larson Creek Way
 Duluth, GA 30097
 404.944.8693
bilal.atl@gmail.com

Location: 1353 Brockett Road, Suite B-1

Request: Conditional Use Permit (CUP)

Parcel ID(s): 18 143 02 001

Proposed Use /Purpose: Coin Laundromat

Current Land Use/ Zoning Vacant suite/ NC-2

Sign Posted: May 27, 2021

Planning & Zoning Meeting: June 15, 2021
City Council Work Session: June 22, 2021
City Council Meeting: June 29, 2021

Size: 5,000 SQ.FT.

Road Access: Brockett Road

Adjacent Land Use/Zoning District:

	Current Zoning	Land Use
North	NRC D	1500 Oak Apartments (abutting/rear of property)
	NC-2	Proposed location-Vacant
East	NC-2	Brockett Pointe Shopping Mall (MPC Inc., Stokers, Foods to Go)
South	NC-2	Chevron (Across Brockett Rd.)
West	NC-2	ATL Smoke Shop Nachi's Hair Salon

Conditional Use Criteria; Section 312

Criteria Point 1: Whether the conditional use would be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood.

As outlined in Section 707, the NC-2 moderate-density neighborhood commercial zoning district is intended to allow converted residential structures with commercial uses to coexist with residential uses. Commercial uses will be limited in order to maintain the current balance and aesthetic in the surrounding areas. In November 2020, the City Council approved ordinance No. 455 to amend the Clarkston Zoning Ordinance, to allow Self Service, Laundry A/K/A Laundromats, as a conditional use within the NC-1, NC-2, and Industrial districts.

The total square footage of the suite is 5,000 square feet.. Considering the use of the proposed CUP, there are minimum parking requirements with a total of 5,000 square feet. As outlined in the Code of Ordinances *Section 1107: Minimum off-street parking requirements; Furniture and appliances is 1 space per 500 sq. ft of space.*

	Parking Spaces Required
Building Sq. Ft. 5,000	10

There would be a substantial increase in the amount of pedestrian and automobile traffic at this location due to the additional service being proposed. Brockett Road is classified as a minor arterial road that provide internal community travel but does not penetrate neighborhoods. Minor arterial roads are high-capacity urban roads that deliver traffic between collector's roads and freeways. Collectors connect local road and streets with arterials. Collectors provide less mobility than arterials at lower speeds (between 35 and 55 mph) and for shorter distances.

The property parcel known as the Brockett Pointe Shopping Mall abuts a NR-CD Neighborhood Residential Community Development multifamily community (1500 Oak Apartments) and includes an office location, restaurants, hair salon, retail shops a smoke shop and space an adult entertainment. A gas station/convenience store, Subway and car maintenance and dealership is across Brockett Road.

This proposed conditional use may possibly have a significant harmful effect on public that could harm the health of the residents and patrons within the vicinity of the proposed conditional use. According to the U.S. Environment Protection Agency (EPA) certain detergents, colorants agents and fabric softeners can pose significant environmental hazards, depending on the practices of the individual facility. Nevertheless, developing an eco-friendlier facility is entirely possible.

Criteria Point 2: Whether the proposed conditional use would increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties.

Staff's position is that an increase in local or state expenditures in relation to costs associated with servicing and maintaining neighboring properties cannot be determined at this time.

Criteria Point 3: Whether the establishment of the conditional use permit would impede the normal and orderly development of surrounding property uses predominant in the area.

The current zoning for this location is NR-CD moderate density neighborhood commercial. Pages 58 and 59 of the Clarkston 2040 Plan has the future land use of the property identified as mixed use, which are diverse uses including multi-family housing, commercial, office, and urban compatible industrial uses. Urban compatible uses are low in intensity and scale to ensure compatibility with adjacent properties.

Criteria Point 4: Whether the location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general.

The proposed conditional use location will be adjacent to a smoke shop, hair salon and an adult entertainment establishment. The location and character of the proposed conditional use is not consistent with a pattern of development for the locality in general to operate as a coin laundromat. Commercial uses in this zoning district are recommended to be limited in order to maintain the current balance and aesthetic in the surrounding area. Businesses in the moderate density neighborhood commercial business usually co-exists with residential uses.

Recommendation:

Staff recommends **CONDITIONALLY APPROVING** the conditional use permit request for a coin laundromat with the following conditions.

1. The business shall only be limited to operating and offering services as a coin laundromat.
2. There shall be no long term or overnight parking.
3. The owner/tenant shall adhere to Sections 12-20 Disorderly Conduct and 12-28 Noise.
4. The business shall not emit noise, vibrations, smoke, gas, fumes, or odors that would be a nuisance to the adjacent properties.
5. The recommended hours of operation are 7AM to 7PM, Sunday-Saturday.

Attachments:

- Conditional Use Permit Application with supporting documents
- Letter of Intent
- Warranty Deed
- Maps
- Survey

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 12th day of December 2020, by and between A ALI INVESTMENT COMPANY, LLC., a Georgia Limited Liability Corporation (hereinafter referenced as "Landlord") and B1 LAUNDRY LLC (hereinafter collectively referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property and improvements located at **1051 MONTREAL ROAD, Suite B & C, CLARKSTON, GA 30021** (the "Premises").

Term of Lease. The Term of this Lease shall commence on the 12th day of December, 2020, and shall expire February 5th 2021. If the City denies the application to allow coin laundry, the tenant will provide a letter requesting to terminate the agreement by February 5th 2021. If termination request isn't sent, the lease will renew for Permit and construction phase and earnest money will not be refundable. Construction period will continue till June 30th 2021. The Initial Term of this Lease shall commence on the 1st day of July, 2021, and, unless sooner terminated as hereinafter provided, shall expire on the 30th day of June, 2026 (the "Initial Term"). Provided Tenant is not in default under this Lease, Tenant shall have One (1) option to renew this Lease for an additional five (5) years each, on the same terms as contained herein (the "Renewal Term(s)", the Initial Term and Renewal Term(s) are hereinafter collectively referenced as the "Term") by providing prior written notice to Landlord of Tenant's election to extend this Lease not less than three (3) months, nor more than six (6) months from the expiration date of the then current term.

2. Rental and Late Fees.

2.1 Rental. Tenant agrees to pay Landlord, by payments at Landlord's office, or at any other address as designated by Landlord in writing to Tenant, promptly on the fifth (5th) day of each month, in advance, during the Term and any Renewal Term(s), rent in the amount as follows:

Please See Exhibit "C"

2.2 Rental Prorations. In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated. Tenant shall be responsible to fulfill the lease agreement to its fullest.

2.3 Late Fees. Landlord has no obligation to accept from Tenant any late rental payments or additional rent consisting of all other sums, amounts, liabilities and obligations which Tenant herein assumes or agrees to pay (whether designated rental, additional rent, costs, expenses, damages, losses or otherwise) as hereinafter provided (all of which are hereinafter called "Amounts Due"). Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before FIFTH (5TH) day following the date on which it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Landlord will Any Amount Due payable to Landlord by Tenant shall be paid via cash or certified funds/money order, payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. Failure for Tenant to pay any Amounts

Landlord: 

TENANT: 

Due on or before the due date constitutes a default hereunder, however, Landlord's election to accept Amounts Due after the due date shall not operate as a waiver or modification of the Amounts Due or payment terms for any subsequent months. **Landlord will have the right to ask for Cashier Check as a form of payment if tenant is in default or has returned check anytime during this lease term. In which tenant will be obligated to pay in form of cashier check on a monthly basis.**

2.4 *Insufficient Funds.* In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount TEN percent (10%) of the face amount of the returned instrument.

2.5 *Free Month.* Tenant is given free tenant as stated on paragraph 3.1. The free rent shall be considered as a signing bonus. Free rent is only given based on all the terms have been met on the agreement. If for any reason tenant defaults on this agreement or the lease is terminated prior to June 30th 2026, tenant shall be responsible for the free tenant. Free rent have a value of \$5,000 per month.

3. Utilities, Common Area Maintenance, Taxes and Other Amounts.

Tenant shall pay on the first day of each month, as additional rental during the term of this lease and any extension or renewal thereof, Tenant's share, on a pro rata per square foot basis, of real property taxes (including, but not limited to, ad valorem taxes, special assessments and governmental charges) on the Premises, and insurance. This cost shall be adjusted monthly to reflect the actual pro rata cost of the insurance and taxes as the case may be and future monthly payments will be adjusted accordingly. **Tenant understands failure to pay the utilities, cam, insurance and taxes on time will be considered default in agreement. Property Insurance and Property Taxes amount is NOT included in the Base Rent; Gross Rent. Additionally Tenant shall be responsible on a monthly basis for Common Area Maintaince, Waste, and Water which is NOT included in the Base Rent; Gross Rent. Tenant's share, on a pro rata per square foot basis which will be billed the following month the landlord receives the bill.**

Landlord and Tenant hereby acknowledge that the present costs of such items are:

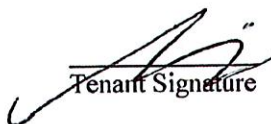
Insurance & Taxes Amount To be determined by Occupied Sq ft / Total Sq ft x bill

CAM & Waste Amount To be determined by Occupied Sq ft / Total Sq ft x bill

Water To be calculated based on consumption. If consumption can't be determined then it will calculated by Gas station average bill (without any tenants) minus the current bill. Landlord will not put a separate meter for each unit.

Common area maintenance shall include landscape maintenance in the common areas. Tenant shall be responsible for Personal Taxes and Personal Insurance.

Landlord will have the right to apply payment to CAM, Utilities, Taxes, and other expenses prior to applying the payment to rent.


Tenant Signature

Landlord: 

4. **Security Deposit.** As security for Tenant's prompt and full payment of the rent and other amounts, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord \$2,700. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Agreement; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

5. **Use of Premises.** Premises shall be used for COIN LAUNDRY. Tenant shall notify the landlord change of business shall occur. Tenant shall be responsible for all licenses or permits associated with said use. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. Premises shall not be used for any **illegal purpose**, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition.

6. **Operation of the Premises.**

6.1 *Restrictions and Guidelines.* Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business.

6.2 *Failure to Comply.* In the event, Tenant fails to comply with its obligations under this Paragraph 6, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements including those regarding cleanliness. In the event Landlord expends any money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended, plus an administrative charge of 15% of such amount, with the rent payment next due.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. **None of the equipment shall be removed from the Premises.**

8. **Repairs and Maintenance.**

9.1 *Repairs and Maintenance by Tenant.* Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". Except as

Landlord: 12

TENANT: MU

provided in Paragraph 9.2, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises. Tenant agrees to return the Premises and all equipment, fixtures and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. In the event Tenant fails to maintain and repair the Premises or any equipment located thereon within twenty-hours (24) of learning of such maintenance and repair, Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises or equipment and charge any costs and expenses associated therewith to Tenant.

9.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of the parties for the Landlord to have no duty to repair or maintain any portion of INSIDE of Premises, the property the Premises is part, equipment, fixtures or other improvements located thereon whatsoever. The property is given to the tenant "AS IS", with no additional work to be done from the landlord. Landlord will be responsible for Roof and Foundation.

9. **Environmental.** Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(b) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant.


10. **Indemnification of Landlord Against Loss or Claim.** For and during the Term and any Renewal Term(s) of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Further, Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises.

11. **Tenant's Insurance of the Premises.**

11.1 *General Property Insurance.* Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured in an amount equal to not less than one hundred percent (100%) of their full insurable value. Tenant acknowledges that so long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise.

11.2 *Comprehensive/General Liability Insurance.* Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, with additional umbrella of \$1,000,000. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require.

Landlord: 

TENANT: 

12. **Governmental Orders.** Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

13. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner.

14. **Assignment and Subletting.**

14.1 *Transfer or Sale of Interest.* Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord, which shall not be unreasonably withheld. Furthermore, it is acknowledged and agreed that Tenant **may not**, assign this Lease, or otherwise transfer any interest in the Premises to any party whatsoever, without the prior written consent of Landlord, which shall not be unreasonably withheld. Prior to Landlord's making a decision relating to any , lease assignment, interest transfer or other such agreement relating to this Lease, the Premises or the business operated thereon, Tenant shall provide Landlord a written agreement containing the terms and conditions of the lease assignment, or other agreement.

14.2 *Non-Waiver.* Consent to any assignment, sublease, or transfer shall not waive any of Landlord's rights under this Agreement or have the effect of releasing Tenant from any obligation under this Agreement, and all later assignments or subleases shall be allowable only upon the proper written consent of Landlord. In regards to each assignment, sublease, or transfer, Tenant agrees to be responsible for Landlord's attorneys fees associated therewith. Assignment fee of \$5,000 will be charged to tenant.

15. **Default.** It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved when due, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in Paragraph 7; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess

Landlord: 

TENANT: 

itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from any obligation to pay the full rent due for the entire period of the then existing Term or any Renewal Term.

16. Notices. All notices, payments, and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:
A ALI INVESTMENT COMPANY, LLC
Po box 33795
Decatur, GA 30033

Tenant:
B1 LAUNDRY, LLC
1051 MONTREAL ROAD, SUITE B & C
CLARKSTON, GA 30021

or to such other place as Landlord or Tenant may, from time to time, designate in a notice to the other.

17. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease may also be sent to Tenant's last known address, if different from the Premises.

18. Termination for Non-Payment. In the event Tenant fails to pay any Rent or Additional Rent when due, Landlord may terminate this Lease, in which event, unless Landlord has previously taken possession of the Premises, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or recovery of Rent, Additional Rent or other sums due, enter upon and take exclusive possession of the Premises, or, at Landlord's election, by writ of possession. Tenant waives the provisions of O.C.G.A. § 44-7-52. All of Landlord's rights and remedies under the Lease and otherwise are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others. Tenant shall be responsible to full the agreement to its fullest. If the tenant is considered default due to any reason stated on this agreement, tenant shall be responsible for the free Rental months that were given as incentive to sign the agreement.

19. Personal Guaranty. It is acknowledged and agreed that the payment, obligations, performance, and other requirements contained in this Lease shall be personally guaranteed by all members/officers or shareholders of assignee pursuant to a Personal Guaranty of Payment and Performance on a form acceptable to Landlord.

20. Licenses and Permits. During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating

Landlord: AA

TENANT: MU

Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

21. **Signs.** Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction (hereinafter collectively called "Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, at all times, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable thereto. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and workman like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs.

22. **Alterations.** All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, a free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. All Alteration must be approved by city or county.

23. **Quiet Enjoyment.** So long as Tenant complies with all provisions hereof, Tenant shall have quiet enjoyment of the Premises.

24. **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

25. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the full term.

26. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Landlord.

27. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's written consent.

28. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 300% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

Landlord: 

TENANT: 

29. **Right to Inspect or Audit.** Landlord, or Landlord's agents, shall have the right to enter the Premises, during reasonable hours, to examine the Premises or business operations, including, but not limited to auditing the books and records of the business, purchase and sale invoices/records, or to make repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Premises, or to determine whether the terms of this Lease are being complied with.

30. **Attorney's Fees and Homestead.** In the event Landlord retains an attorney at law to enforce any provision of this Lease, Tenant agrees to pay Landlord's reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

31. **Arbitration.** Any claim or controversy between Landlord and Tenant arising out of, or relating to this Lease shall be decided by arbitration at Atlanta in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The award rendered by the arbitrator shall be final, and judgment may be entered upon it at any court having jurisdiction.

32. **Time of Essence.** Time is of the essence of this agreement.

33. **Rights Cumulative.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law.

34. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

35. **Legality of Agreement.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

36. **Changes to Agreement:** This Agreement shall not be subject to change, modification or discharge in whole or in part except by written instrument signed by both parties.


37. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

38. **Entire Agreement.** This document contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

39. **Special Stipulations.** Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

39.1 Tenant's Improvements. Within days following the commencement date hereof, tenant agrees to, at tenant's sole cost and expense, make such improvements as necessary to open and operate the business. In addition thereto, Tenant shall make the upgrades and other improvements

Landlord: 

TENANT: 

referenced on Exhibit "A" attached hereto and incorporated herein by reference, at tenant's sole cost and expenses. Upon installation, such equipment and property shall become the property of landlord.

39.2 *Document Preparation.* Each party has had the opportunity to be represented by counsel and negotiate this Agreement. This Agreement shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.


IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first written above.

LANDLORD:
A ALI INVESTMENT COMPANY, LLC.




By:
Its:

TENANT: B1 LAUNDRY .LLC



By:
MOHAMMAD BILAL KHATTAK
MEMBER, LLC


Landlord: 

TENANT: 

EXHIBIT "A"

LEGAL DESCRIPTION

The MONTREAL PLAZA upon the property located at 1051 MONTREAL ROAD,
Suite B & C, CLARKSTON, GA 30021.

Landlord: 

TENANT: 

EXHIBIT "B"

LANDLORD IMPROVEMENT

1. Landlord shall only be responsible for Parking lot maintain, roof, and building exterior. The expenses will be reimbursed by the tenants based on sq feet occupied.

TENANT IMPROVEMENT

1. 100% RESPONSIBLE for repair and maintenance inside the unit. Tenant shall be responsible for all repair and maintenance inside the unit.
2. Any damages to the premise to tenant equipment will be tenant's responsibility.
3. Tenant will be responsible for the following:
 - a. - All suite specific finish out, which must be presented for review and approved by Landlord.
 - b. - City/County Permitting for final occupancy permits approval.
4. Tenant will be given parking spaces based on percentage of occupancy on the property. Tenant shall be responsible to pay the cost to Maintain for additional Parking location on offsite facility. Landlord will not be responsible for any additional parking spaces.
5. Licenses and Permits. During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

Landlord:

TENANT:

EXHIBIT "C"

Monthly Rental Breakdown

- | | | |
|---------------------|--|-----------------------|
| 1. | Conational Use application
December 12 th , 2020 – February 5 th 2021 | \$0.00 per month; |
| 2. | Permit and Construction
February 6 th , 2021 – June 30 th 2021 | \$0.00 per month; |
| Initial Term | | |
| 1. | July 1 st , 2021 – June 30 th 2022 | \$2,700.00 per month; |
| 2. | July 1 st , 2022 – June 30 th 2023 | \$3,375.00 per month; |
| 3. | July 1 st , 2023 – June 30 th 2024 | \$3,442.00 per month; |
| 4. | July 1 st , 2024 – June 30 th 2025 | \$3,511.00 per month; |
| 5. | July 1 st , 2025 – June 30 th 2026 | \$3,581.00 per month; |
| Option | | |
| 6. | July 1 st , 2026 – June 30 th 2027 | \$3,653.00 per month; |
| 7. | July 1 st , 2027 – June 30 th 2028 | \$3,726.00 per month; |
| 8. | July 1 st , 2028 – June 30 th 2029 | \$3,800.00 per month; |
| 9. | July 1 st , 2029 – June 30 th 2030 | \$3,876.00 per month; |
| 10. | July 1 st , 2030 – June 30 th 2031 | \$3,954.35 per month; |

Landlord: 

TENANT: 

LEASE GUARANTEE LETTER

The undersigned, Mohammad Bilal Khattak as guarantor(s), in consideration of owner entering into the lease dated December 12, 2020 with B1 LAUNDRY LLC in the CLARKSTON Plaza Shopping Center located at 1051 MONTREAL ROAD, Suite B & C, CLARKSTON, GA 30021 hereby guarantees all monthly payments to owner and performance of all other obligations as the tenant under this lease and all contemporaneous and future attachments and amendments thereto. Any notice that owner is required to give the tenant under this lease, including but not limited to notice of default, is deemed given to the undersigned upon owner giving tenant notice in accordance with Section 16 of this lease and the undersigned waives any other notice from owner. If there is more than one guarantor, this liability shall be joint and several.

BY: MOHAMMAD BILAL KHATTAK

Guarantor:

645-22-7831
Social Security Number

1/31/1977
Date of Birth

069995063
Georgia Driver Licenses

12/14/20
Date

Landlord: 


TENANT: 

EXHIBIT "E"

RULES AND REGULATIONS

Tenant agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies, and fixtures to and from the Demised Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Demised Premises or Shopping Center.
3. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Demised Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant must contract with the City of Decatur (at the Tenant's sole expense) for this refuse/rubbish container and pick up service.
4. No aerial shall be erected on the roof or exterior walls of the Demised Premises or on the grounds, without first obtaining in each instance the written consent of Landlord. A aerial so installed without such written consent shall be subject to removal without notice at any time.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Demised Premises without the prior written consent of Landlord.
6. If the Demised Premises are at any time equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
7. The exterior areas immediately adjoining the Demised Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
8. Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Demised Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages.
9. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.
10. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may

require.

11. Tenant shall not burn any trash or garbage of any kind in or about the Demised Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

12. Tenant shall not make noises, causes disturbances, or create odors which may be offensive to other tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees.

Landlord: 

TENANT: 

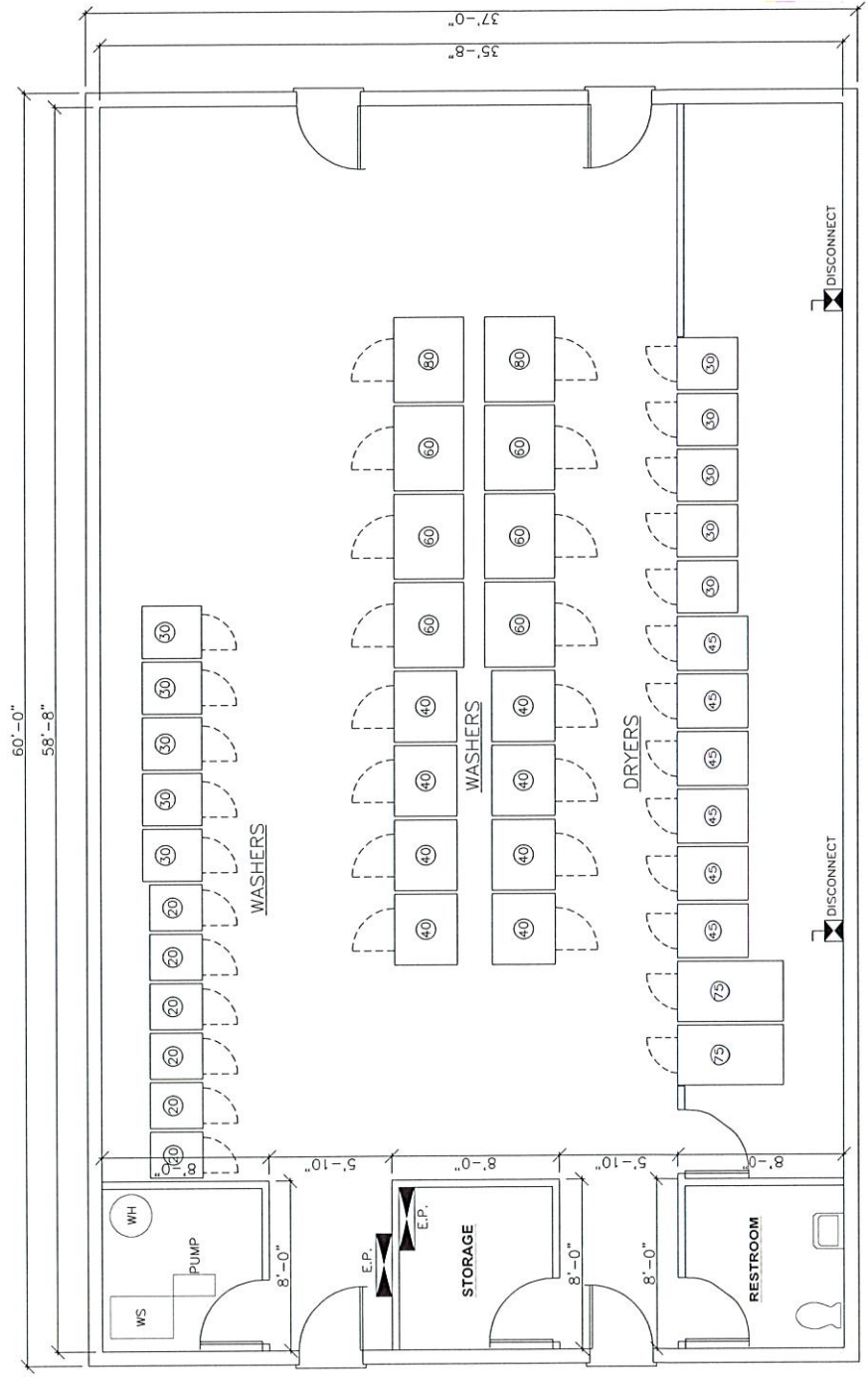
CAUPELL DESIGN & DRAFTING
 Cell: (706) 201-4351
 Email: kennycaudell@yahoo.com
 206 Cook Street
 Ato, GA 30510

Revisions:

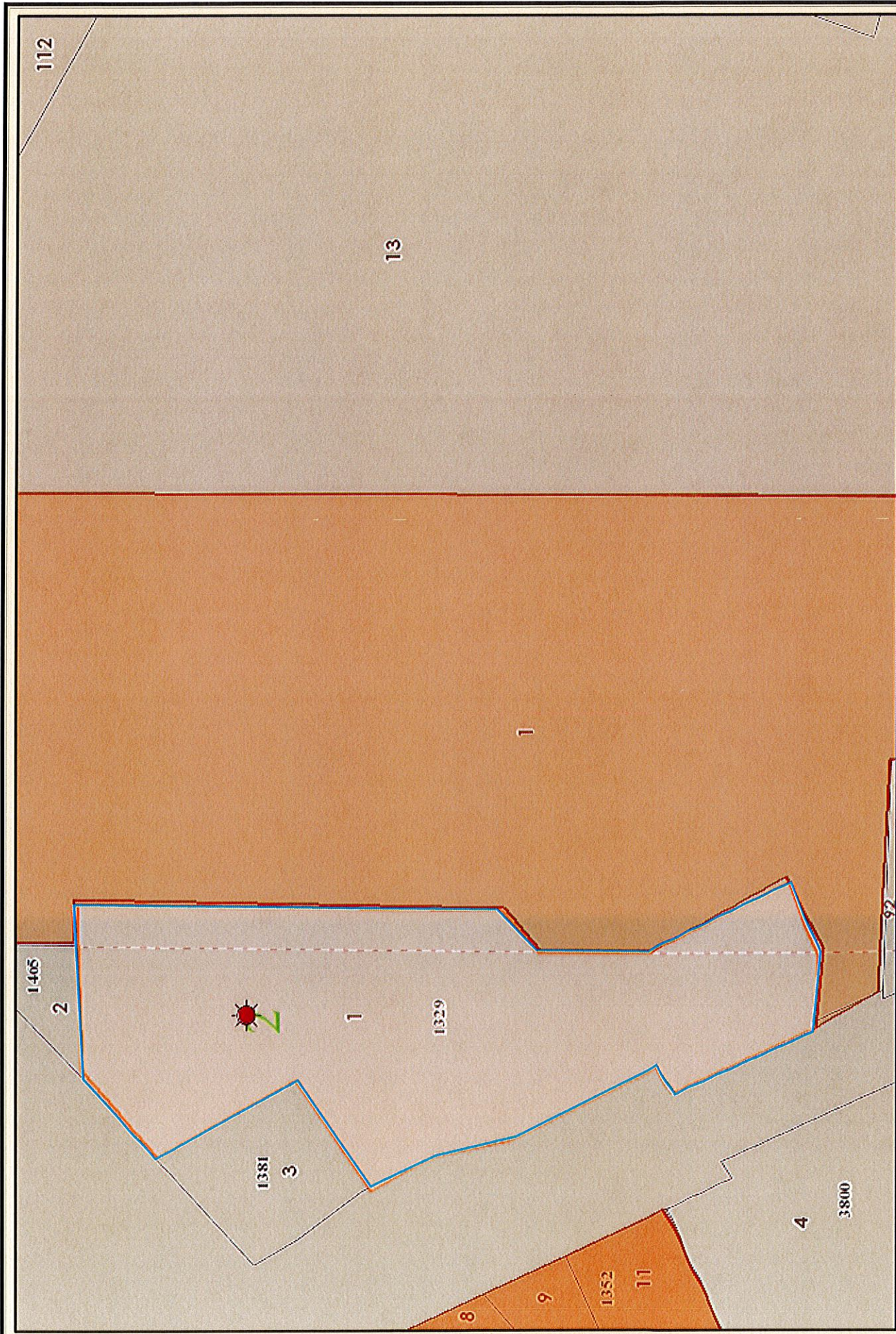
B1 LAUNDRY
 1051 MONTREIL RD.
 SUITE B & C
 CLARKSTON, GA. 30012

Date: 12-15-20
 Scale: AS NOTED
 Drawn By: KDC
 Checked By: SC
 FLOOR PLAN
 Sheet Number:

A-1.2



FLOOR PLAN
 SCALE: 3/8"=1'-0"



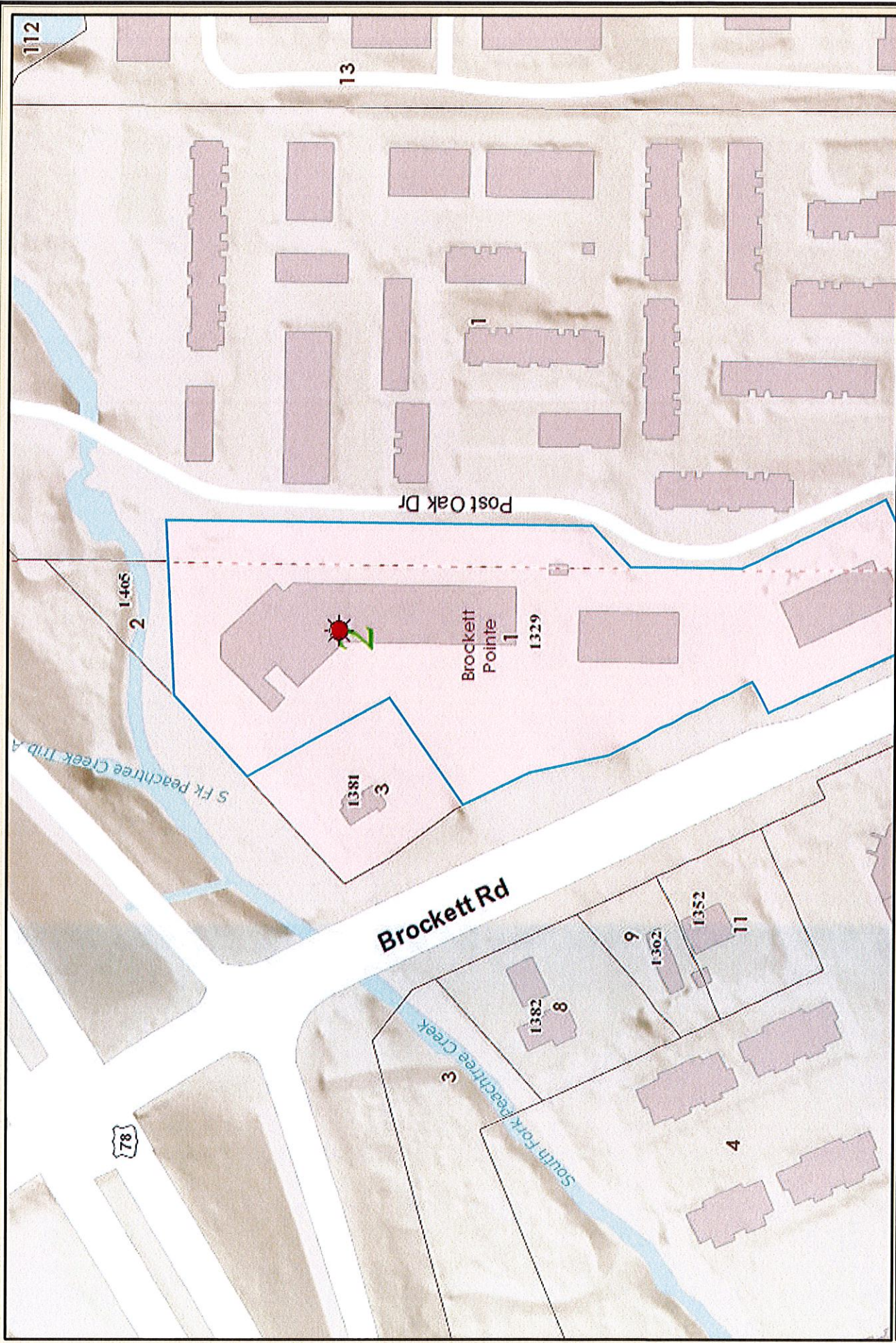
The 1353 Brockett Road, Ste B-1




Date Printed: 5/18/2021

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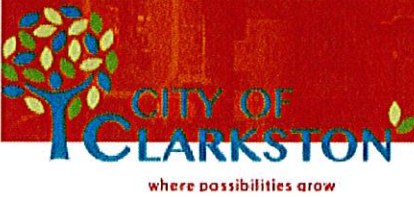


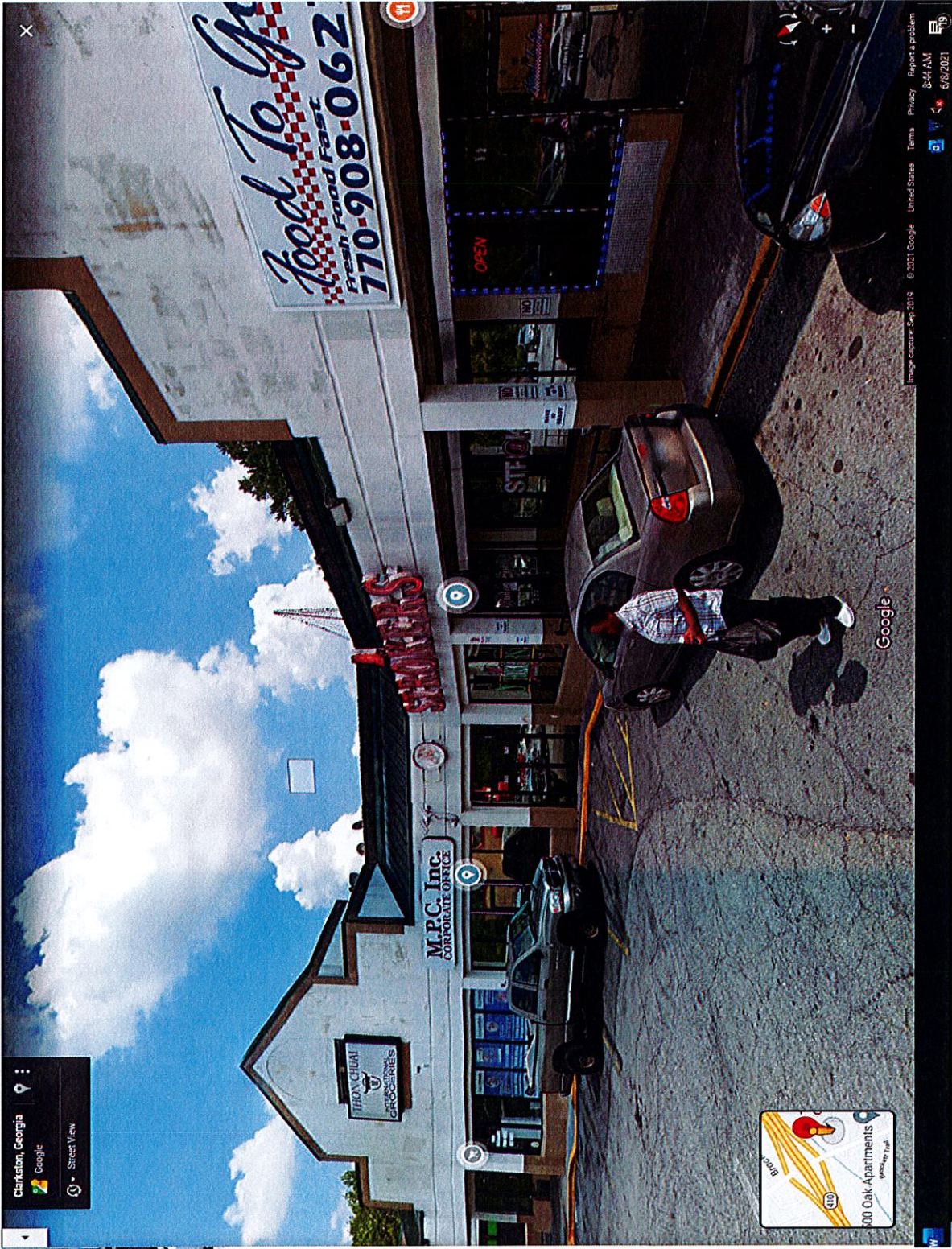
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mi

1353 Brockett Road, Ste B-1

Date Printed: 5/18/2021









Street View

Google

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Terms

Report Problem

Street View

Google

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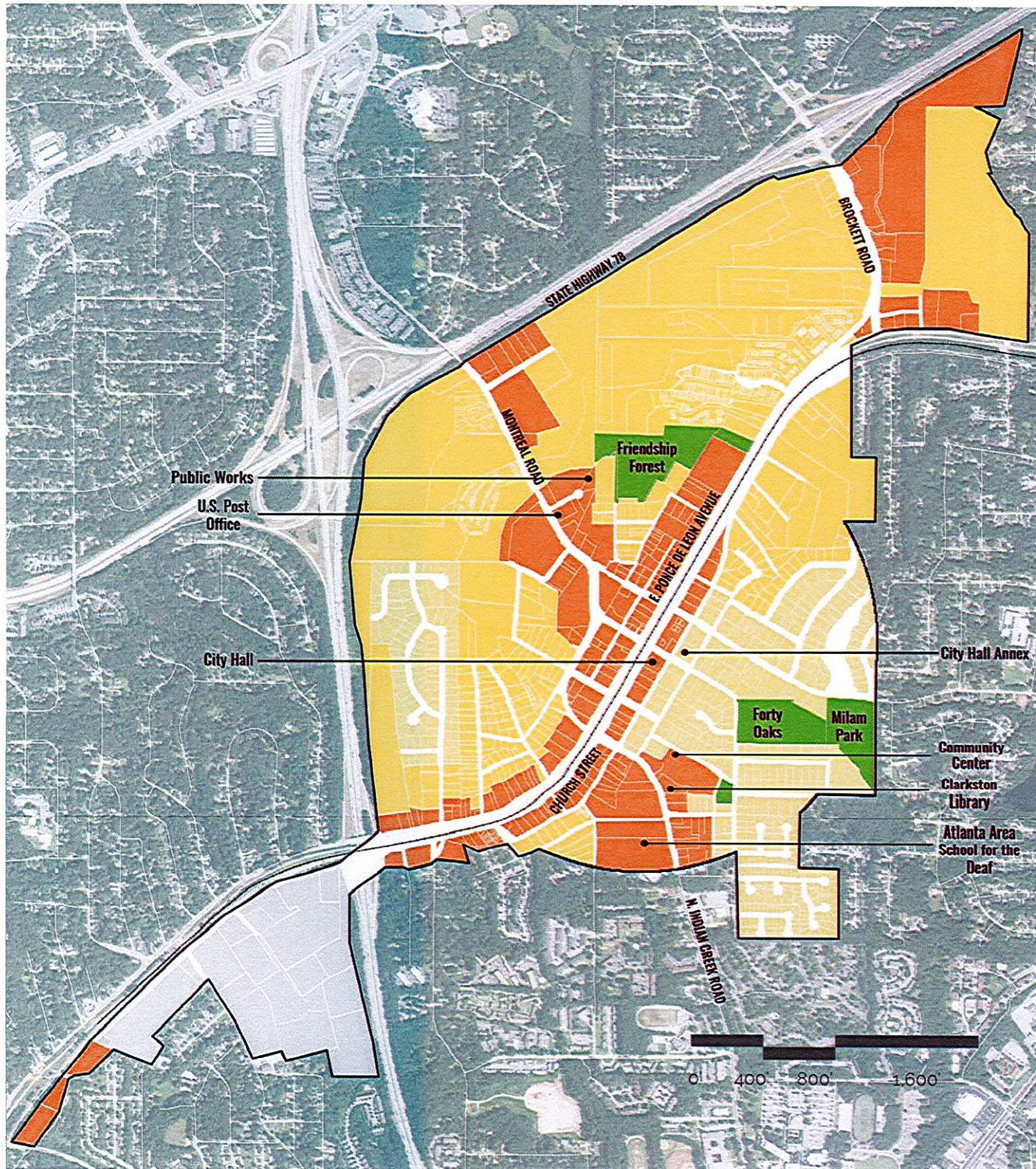
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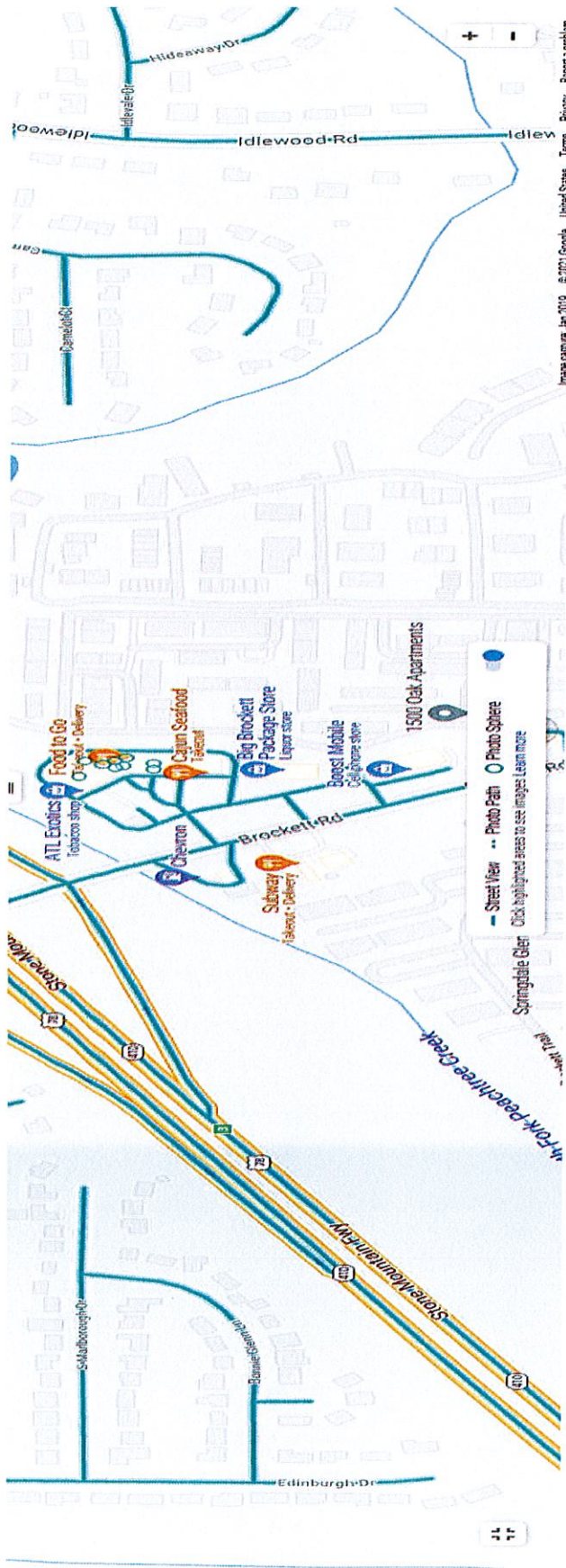
Report Problem

FUTURE LAND USE //

Legend

- Mixed-Use
- Traditional Neighborhood Development
- Single Family Home Areas
- Industrial
- Parks/Open Space
- Clarkston City Limits





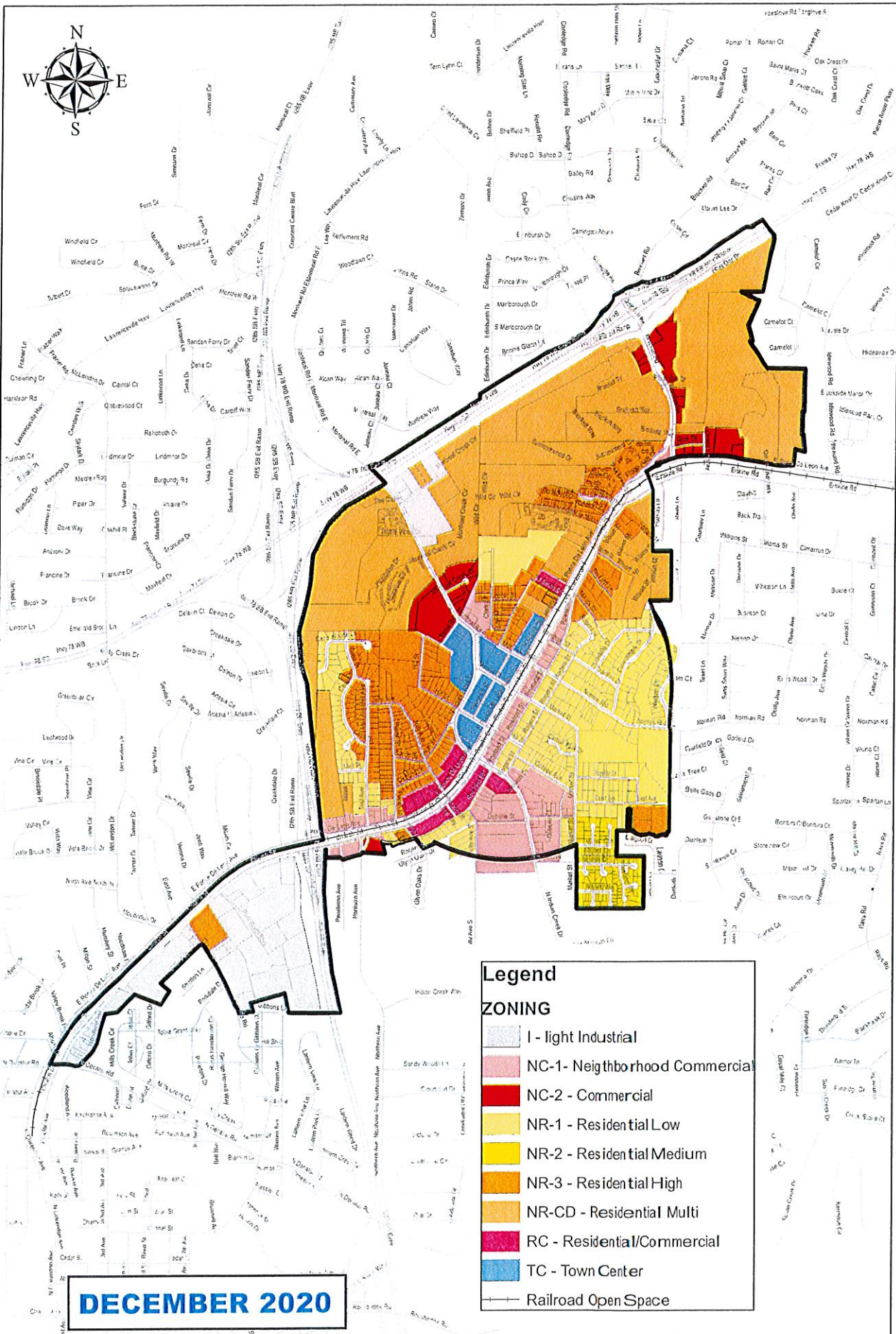
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United States

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Report a problem



CITY OF CLARKSTON

ITEM NO: H4

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
WS: 6/22/21
PH: 6/29/21

BUSINESS AGENDA / MINUTES

ACTION TYPE:

MEETING DATE: June 22, 2021

SUBJECT: Variance requests for the property located at 3809 East Avenue, Clarkston, Ga.

DEPARTMENT:
Planning/Economic & Development

PUBLIC HEARING: YES NO

ATTACHMENTS: YES NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, Planning Economic and Dev. Director
PHONE NUMBER: 404-296-6489

PURPOSE: A request from Tad Braswell for variance requests to install ornamental trees in lieu of shade trees for solar panels and to encroach into the front yard setback an additional 5 feet on lots 7-30.

NEED/ IMPACT:

A variance request from the terms of the ordinance must not be contrary to the public and must be evaluated based on the 6 criteria points. A variance may be granted in an individual case of unnecessary hardship upon a finding by the city council that all of the following conditions exist:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.
2. Such conditions are peculiar to the particular piece of property involved.
3. Such conditions are not the result of the actions of the applicant.
4. A literal interpretation of the provisions of this ordinance would create an unnecessary hardship.
5. The variance requested will not cause substantial detriment to the public good nor impair the purposes or intent of the zoning ordinance.
6. The variance is not a request to permit a structure or use of land not authorized in the applicable district.

STAFF RECOMMENDATION:

Staff recommends denying the variance requests.

PLANNING AND ZONING BOARD RECOMMENDATION: 06/15/2021

The Planning and Zoning Board recommends denying the variance requests.



PLANNING & ZONING BOARD MEETING MINUTES

**June 15, 2021, 7:00 PM
TELECONFERENCE**

Call in Number:
404. 902. 5066
Call in Code:
326629

AGENDA

- A. CALL TO ORDER:** The meeting was called to order at 7:04PM
- B. ROLL CALL:** Chair Charles McFarland, Vice Chair Felicia Weinert, Birendra Dhakal, Lisa Williams, Susan Hood
- C. APPROVAL OF APRIL 2021 MEETING MINUTES:** Charles McFarland called for a motion to approve the April 2021 meeting minutes. Lisa Williams made a motion to approve, Felicia Weinert seconded, and the motion passed 5/0/0.
- D. NEW BUSINESS**
- 1. PUBLIC HEARING:** A conditional use permit request from Mohammad Bilal Khattak for the property located at 1353 Brockett Road, Suite B-1, Clarkston, Georgia 30021, zoned NC-2, Moderate Density Neighborhood Commercial for a laundromat.

PED Director Qawiy gave an overview of the conditional use permit request for 1353 Brockett Road, Suite B-1 and introduced the applicant Mr. Mohammad Khattak. Charles McFarland asked for questions from the Board members for the applicant. Birendra Dhakal asked the applicant whether his establishment will be use eco-friendly detergents. Mr. Khattak responded that he would limit his use of detergents to Tide and Gain.

Felicia Weinert asked the applicant about his recent approval for a conditional use permit for a coin laundromat at 1051 Montreal Road. Mr. Khattak stated in summary there were landlord issues. Ms. Weinert asked him to confirm whether or not he will encounter landlord issues at the present location. Mr. Khattak confirmed there would not be any issues with the current landlord.

Charles McFarland asked the applicant did he have any issues with the staff's recommended hours of operation of 7AM-7PM Sunday-Saturday. Mr. Khattak did not have any issues with the hours. Ms. Weinert stated that the recommended hours of operation were recommended for safety of the patrons of the business. Mr. Khattak stated that he will lock the doors of the business at 7PM each day.

Susan Hood asked the applicant whether he is considering coin operated amusement machines(COAM) in the establishment. Mr. Khattak stated that he was contemplating the matter and understands that COAM machines attracts a different type of traffic. He stated that the final answer would be not to install COAM machines. Ms. Hood stated that she would add this as a condition to the list of staff's conditions to not allow COAM at this location. Mr. Khattak agreed.

Lisa Williams asked whether the applicant will use eco-friendly detergent and install energy saving machines and not used machines. Mr. Khattak stated that he will install all new machines that include LED lights.

Birendra Dhakal asked about parking. Mr. Khattak stated that the landlord will designate 8 spaces in front of the business and share the additional 2 in the parking lot area.

With no further questions from the Board, Charles McFarland opened the public hearing.

Dean Moore stated that no alcohol should be served or available on the premises and asked to include the request in the conditions.

With no additional speakers or questions the public hearing was closed by Chairman McFarland.

Chairman McFarland asked for a motion. Susan Hood made the motion to approve the conditional use permit request with the five (5) listed conditions from staff and to include (6) No alcohol shall be served or available on the premises, (7) No coin operated amusement machines shall be installed, (8) All installed machines shall be new, and (9)The applicant is only allowed to install vending, detergent and change (coin) machines. Birendra Dhakal seconded, and the motion passed 5/0/0.

2. **PUBLIC HEARING:** Variance requests from William R. Braswell Jr. of Oak Hall Companies, LLC for the property located at 3809 East Avenue, Clarkston, Georgia 30021, zoned NR-3 High Density Neighborhood Residential to “install ornamental trees in lieu of shade trees for solar panels” and to encroach into the front yard setback an additional 5 feet on lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30.

PED Director gave an overview of the variance requests for 3809 East Avenue and introduced the applicant Mr. Tad Braswell.

Lisa Williams asked a question related to the request to install ornamental trees in lieu of shade trees. Ms. Williams stated that with the current 24 conditions on the property condition #5 states that all homes will be wired to be electric and solar ready. Ms. Williams asked the applicant to confirm the lots solar ratings. Mr. Braswell stated that solar ratings on the lots have not yet been established.

Susan Hood referenced the applicants statement that he would prefer to plant crepe myrtles as the ornamental trees. Ms. Hood stated that crepe myrtles are not native trees, but red bud trees are native trees.

Ms. Weinert asked about the size of the proposed homes at a minimum of 1200 sq. ft. Mr. Braswell stated that the minimum size home will be 1800 square feet.

Susan Hood asked whether the homes will be constructed with carports or garages. Mr. Braswell stated that lots 7-30 will have garages while the exterior lots will have carports. Ms. Hood made a reference to condition #19 that every home shall have a minimum of one visitor parking space to be located behind each home's carport. Mr. Braswell stated that he is requesting an additional 5 feet encroachment since the city ordinance allows a 3' encroachment for porches. Parking will be located between the garage and the alley.

Birendra Dhakal asked whether the variance requests are due to an undue hardship.

Lisa Williams stated that the requests should be based on the variance criteria points.

Susan Hood stated that the applicant has not been met the criteria points which does not warrant approval of the variance requests.

With no further questions from the Board, Charles McFarland opened the public hearing.

Dean Moore stated that there are six (6) criteria for variance requests and any hardships created will be created/have been created by the applicant.

Amy Medford referred to the shade trees. She stated that the lots need to be rated to determine solar readiness. Ms. Medford stated that the applicant should continue as approved and keep the current condition on the trees. A homeowner will have the option in the future to cut back the trees if applicable if growth should interfere with the installed solar panels. Ms. Medford also stated that there should not be any additional variance requests for the lots.

With no additional speakers or questions the public hearing was closed by Chairman McFarland.

Chairman McFarland asked for a motion. Lisa Williams made the motion to deny the variance requests. Susan Hood seconded, and the motion passed 5/0/0.

E. OTHER BUSINESS

1. DISCUSSION: Zoning Code Update

Lauren Blaszyk of POND and Company gave a status overview of the Zoning Rewrite and next steps. Open houses are scheduled for July 13th 9AM to 1PM- and July 14th 5PM to 8PM at the Clarkston Women's Club. The technical advisory committee will meet in person following social distancing protocol at the Clarkston Community Center August 10th.

Charles McFarland asked about public engagement and how the public is being informed about the zoning rewrite project.

M.s Blaszyk stated that the team has posted on all City social media outlets, posted 25-yard signs and attended events in the City to distribute information flyers.

Dean Moore asked for the zoning rewrite website address. It was given by Lauren Blaszyk as www.planningatpond.com/Clarkston-zoning-ordinance-rewrite.

Amy Medford made reference to translation services for non-English speaking residents. PED Director Qawiy made reference that a minor tweaking of the site should include requests for translations services if requested. Director Qawiy also made reference to the June 22nd Mayor and Council work session that will include a power point presentation from the consultant team.

F. ADJOURNMENT : Chairman McFarland called for a motion to adjourn. Lisa Williams made the motion to adjourn, Felicia Weinert seconded the motion, and the motion passed 5/0/0. Meeting adjourned at 8:37PM.



CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
 CLARKSTON, GA 30021
 404.296.6489

This page must be completed by the Applicant. Please see Applicant Instructions for full requirements.

SUBMITTAL CHECKLIST

Your application must include the following items, or it will not be considered complete:

- Plan(s) to scale demonstrating variance requested
- Survey
- Property Deed
- Recorded Plat of Property (seven (7) copies)
- Campaign Contribution Disclosure Form
- Filing Fee (payable to The City of Clarkston)

FOR OFFICE USE/DETERMINATION		
Review determination and fee: Review fee (payable to <i>The City of Clarkston</i>) depends on type of review(s). (See Fee Schedule):		
_____ Variance _____	_____ (Fee) _____	
Please indicate if this is an Administrative Variance		

APPLICANT INFORMATION

William R Drasswell Jr. OAK Hall Companies LLC
 Applicant Name Company
770-662-5995 678-262-3588
 Primary Phone # Alternate Phone # Fax #
tad@oakhallcompanies.com
 Email Address

PROJECT SUMMARY

Gardens of East Avenue (AKA) Clarkston (AKA) Parkside
 Name of Project

Detailed Description of Variance. Include: Variance needed (code section, square footage or other dimension); Proposed use(s) and square footage of floor area for each use; and written explanation of hardship involved with need for variance (see checklist).

- ① Encroach into the Front Yard setback an additional 5' on lots 7-30
- ② install ornamental trees in lieu of shade trees for solar panels

CITY of CLARKSTON

PLANNING AND DEVELOPMENT DEPARTMENT

VARIANCE APPLICATION



1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

Total Number of Parcels Involved:	<u>3</u>	Total Project Area (acre/sf):	<u>6.292</u>	Total Disturbed Area:	<u>4.5</u>
Total Number of Buildings:	<u>37</u>	Total Estimated Construction Cost:	<u>\$ 6 mil</u>		

Project Submittal Checklist and all documents, plans, written analysis, and fees required therein accompany this application form.

I hereby certify that all information provided herein and in the accompanying documents is true and correct.

W B Beavall
Applicant Signature _____ Date _____
 Property Owner Owner's Agent



CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

PROPERTY INFORMATION/OWNER AUTHORIZATION

If more than one parcel is the subject of review, owner-applicant shall complete information for each parcel on additional page attachments; authorized agent-applicants must complete this page for EACH parcel.

PARCEL (PROPERTY) INFORMATION

3827 East Ave. Clarkston GA 30021
Property Address/Location Suite/Apt. # City, State Zip Code
18-067-02-001
Parcel ID/Property Tax Identification Number Total Acreage
Present Use(s) Present Zoning (Official Zoning Map)
Proposed Use(s) CHD - Cottage housing

Indicate here if there are more than one subject parcels (attach information accordingly)

Legal description includes: Or: Indicate here that an exhibit identifying property location is attached.

The Village of East Avenue
Subdivision Name Lot # Block #

PROPERTY OWNER

OHC Clarkston LLC
Owner (Person, Firm, Corporation, or Agency) Company Name
70 Mansell ct Ste 110 Alpharetta GA 30076
Mailing Address Suite/Apt. # City, State Zip Code
770-662-5995 Fax # tad@oakhallcompanies.com
Primary Phone # Email Address

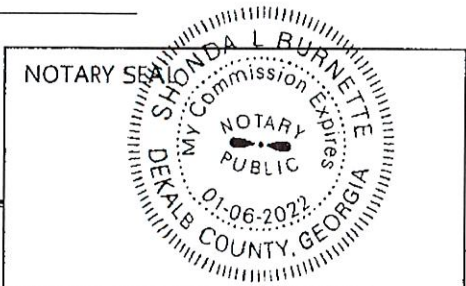
PROPERTY OWNER'S AGENT (If applicable; must match applicant contact information on page #1)

William R Brasswell Oak Hall Companies LLC
Name and Company (Owner's Agent or Attorney)
70 Mansell ct Ste 110 Alpharetta GA 30076
Mailing Address Suite/Apt. # City, State Zip Code
770-662-5995 Fax # tad@oakhallcompanies.com
Primary Phone # Email Address #

AUTHORIZATION FOR AGENT (If applicable)

W.R. Brasswell
Owner Signature Date
William R. Brasswell
Print Name

Subscribed and sworn before me this 14th



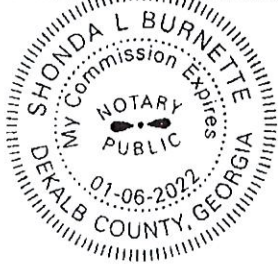
CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION



1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

day of May 14, 2021.

Shonda L Burnette
Signature of Notary Public in the State of Georgia





CITY of CLARKSTON
VARIANCE ANALYSIS

Report Prepared by: Shawanna N. Qawiy, MSCM,MPA
 Planning and Development Director

Applicant: William R. Braswell Jr. / Oak Hall Companies, LLC

Location: 3809 East Avenue, Clarkston, GA 30021

Parcel ID(s): 18 067 02 025

Lot Size: 6.5+/- acres

Current Land Use: 3809 is currently vacant. To be known as Parkside of East Avenue.

Proposed Use: To develop a 36-unit single family cottage style home development.

Zoning: NR-3 High Density Neighborhood Residential District*
**(with conditions approved on May 7, 2019)*

Zoning and use of Surrounding Properties:

	Current Zoning	Current Land Use
Northeast	NR-1 Low Density Residential (City of Clarkston)	Single Family Residential/ Milam Park (City of Clarkston)
East	R-85 (DeKalb County)	COS Conservation Open Space Stoneview Park (DeKalb County)
South	R-85 (DeKalb County)	Suburban (DeKalb County)
West	NR-1 Low Density Residential (City of Clarkston)	Single Family Residential

Request: Two (2) variance requests to (1) “install ornamental trees in lieu of shade trees for solar panels” and (2) to encroach into the front yard setback an additional 5 feet on lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30.

Signs Posted: May 27, 2021
Planning and Zoning June 15, 2021
City Council Work Session June 22, 2021
City Council Meeting: June 29, 2021

Analysis:

The applicant is proposing to build 36 cottage style single family homes. The subject property has been approved for an annexation and re-zoning with conditions (on May 7, 2019). The subject property is currently zoned NR-3 High Density Neighborhood Residential District. With the approved annexation and rezoning request with 24 detailed conditions with a conceptual site plan.

The applicant had submitted and granted variances to reduce the minimum lot size and lot width to 40 feet. The lot size reduction approvals consisted of the following.

1 lot shall be a minimum of 3200 sq. ft.

11 lots shall be a minimum of 3300 sq. ft.

6 lots shall be a minimum of 3400 sq. ft.

8 lots shall be a minimum of 3500 sq. ft.

4 lots shall be a minimum of 3700 sq. ft.

6 lots shall be a minimum of 5,000 sq. ft.

Criteria for Granting a Variance (Article III, Sec. 308):

Criteria 1: There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.

The topography of the property has a slope from the Northeast and to the South, where parcels abut the Stoneview Subdivision (DeKalb County) and the Snapfinger Creek Tributary. With the topography slopes, varying grade changes, the sanitary sewer manholes and portions of the property within the 100-year staff finds that several of the lots are extraordinary and the 24 exceptional conditions were outlined on May 7, 2019, should remain without deviation.

Criteria 2: Such conditions are peculiar to the particular piece of property involved.

Previously, the applicant had requested and was granted approval of variance request reduction in lot size and width for each of the proposed 36 lots of the development. The 36 lots do consist of varying lot sizes and widths and was approved with 24 detailed conditions. The request to install ornamental trees in lieu of shade trees for solar panel and to encroach into the front yard setback an additional 5 feet which will include a 3' administrative variances for lots 7-30

Criteria 3: Such conditions are not a result of the actions of the applicant.

The existing topography, grade changes, location of the 100- year flood designation are not the results or the actions of the applicant. However, the variances requested of the applicant to reduce the minimum lot sizes and lot width to 40'. The request to "plant ornamental trees in lieu of shade trees for solar panels: and to encroach in the front yard setback an additional 5' with plans to apply for administrative variances to reduce an additional 3' will be a result of the actions of the applicant. The current variance requests do not hinder the development from being constructed as previously approved and conditioned.

Criteria 4: A literal interpretation of the provisions of this ordinance would create an unnecessary hardship.

A literal interpretation of the provision of this ordinance would not create an undue hardship for the applicant to build homes as previously approved with the zoning conditions.

Criteria 5: The variance requested will not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance.

The development was approved with 24 specific conditions. While the purpose of the NR-3 zoning district is to construct single family homes at a greater density on smaller lots and encourage a pedestrian-friendly urban form. The additional variance requests will cause substantial disadvantages to the public good by permitting the development to deviate from with the zoning conditions placed on the development. Adhering to conditions # 5 All homes will be wired to be electric vehicle and solar ready, #8 A majority of the trees planted on the site will be of a native species. No non-native species will be planted on common areas of the property. No more than two (2) accent trees, such as Japanese Maples may be planted in each individual yard, # 11The developer is required to adhere to all development reviews required by the City of Clarkston including, but not limited to for the land disturbance permit, landscape and tree replacement plans, #19 Every home shall have a minimum of one visitor parking space to be located behind each home's carport, and #21 Yards along the exterior shall include an opaque, vegetated landscaped buffer on the side that abut other residential will save the integrity of the development..

Criteria 6: The variance is not a request to permit a structure or use of land not authorized in the applicable district.

This variance is not a request to permit structures or land uses that are not authorized in the NR-3 zoning district. In the NR-3 zoning district, in Section 703(3), single family homes are permitted.

Staff Recommendation(s):

Staff recommendation is to DENY the variance requests.

Attachments:

- Application package
- Variance requests site plan.



POPLAR DRIVE
(40' R/W)

EAST AVENUE
(40' R/W)

TRACT 1: 1,898 AC.
TRACT 2: 1,594 AC.
TRACT 3: 2,801 AC.
TOTAL: 6,293 AC.

PARCEL INFO

TRACT	ACRES	OWNER
TRACT 1	1,898	...
TRACT 2	1,594	...
TRACT 3	2,801	...
TOTAL	6,293	...

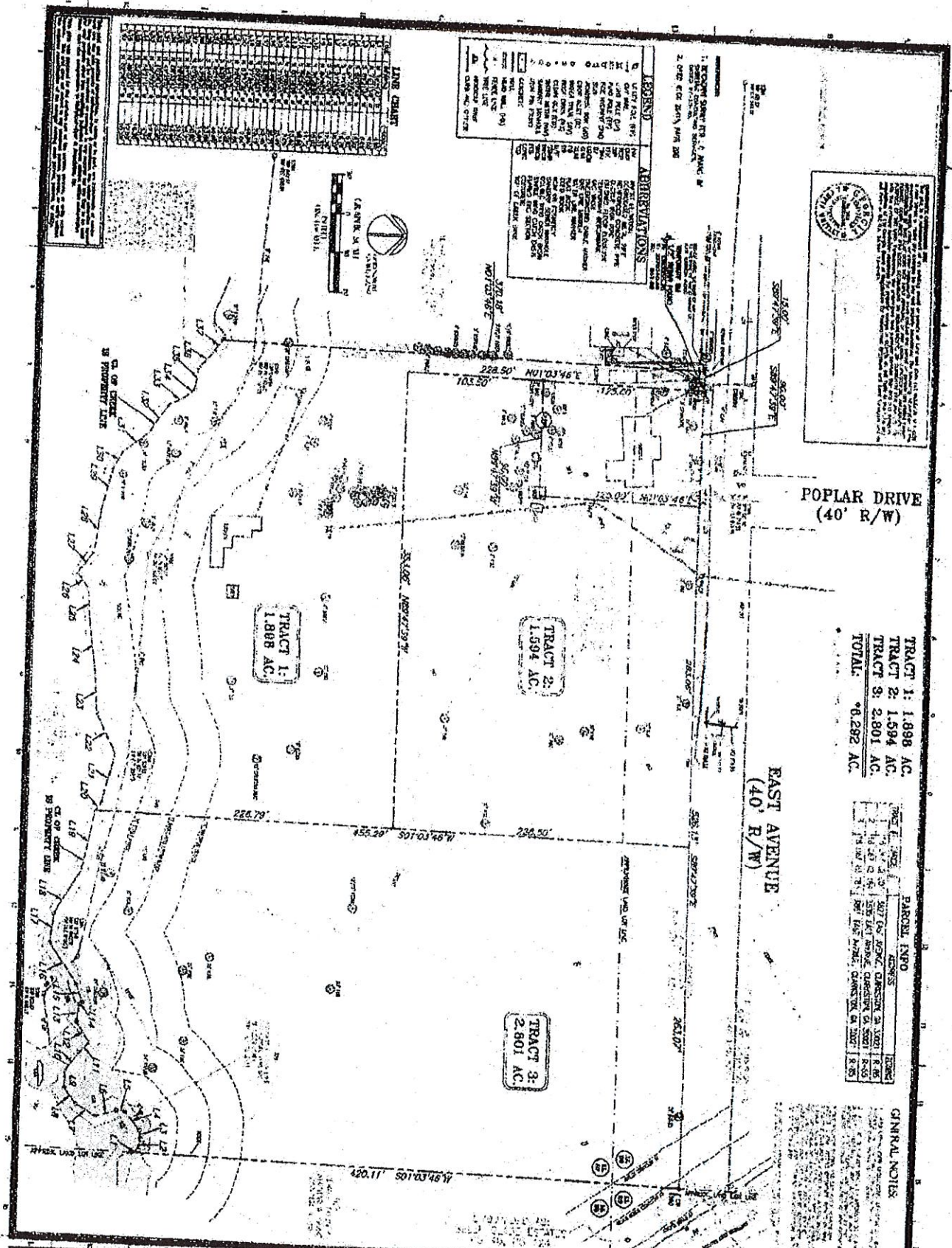
LEGEND

ABBREVIATIONS

- U: Utility
- S: Solid
- D: Ditch
- R: Road
- E: Easement
- C: Contour
- F: Fence
- N: Note
- V: Vertical
- H: Horizontal
- A: Area

LINE CHART

LINE	TYPE	THICKNESS	DESCRIPTION
1
2
3
4
5



GENERAL NOTES

BOUNDARY & TOPOGRAPHIC SURVEY OAK HALL COMPANIES, LLC (3827, 3835 & 3861 EAST AVENUE) MISSOURI	DATE: _____ BY: _____ CHECKED BY: _____ APPROVED BY: _____	MDA MISSOURI DEPARTMENT OF REVENUE	

Shawanna N. Qawiy
Planning & Development Director
1055 Rowland St.
Clarkston, GA 30021

Dear Shawanna,

This is to serve as our request for;

1. A variance to the front yard setbacks on lots 7-30. The request is to have an additional 5' encroachment from the front setback.
2. A variance to use ornamental trees in lieu of shade trees due to solar panel.

The following are the responses to the variance checklist:

1. The community designed to have the least amount of impact on the surrounding properties. Therefore we have reduced the lot sizes and widths to reduce the impact on the edges of the property.
2. These conditions are particular to this property because this property has been rezoned for the proposed use and to develop as agreed to the variances are required.
3. These conditions are the results of many meetings with the community, Council members and City staff.
4. The literal interpretation would create a hardship in that the property could not be developed as per the agreed to Site Plan.
5. The variance request will not be detrimental to the public good or the ordinance because it is the Site Plan approved by the Mayor and Council.
6. This request will not result in a building structure or a land use that is not permitted in the zoning district.

We appreciate your consideration of this matter and look forward to working with you on this project.

Sincerely,

Tad Braswell
Principle, Oak Hall Companies, LLC
Cell: 404-234-6669

**CITY OF CLARKSTON:
Disclosure of Campaign Contributions**

Disclosure of Campaign Contributions
City of Clarkston

Pursuant to OCGA, Section 36-67A-3(a), the following disclosure is mandatory when an applicant or any representative has made campaign contributions aggregating \$250.00 or more to a local government within two (2) years immediately preceding the filing of this application.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government. The following questions **must** be answered:

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

Yes No

If the answer is **yes**, you must file a disclosure report with the governing authority of City of Clarkston showing:

1. The name and official position of the local governing authority in City of Clarkston to whom the campaign contribution was made.

Name and official position of the applicant/representative (Please Print)

2. The dollar amount and description of each campaign contribution made during the two (2) years immediately preceding the filing of this application and the date of each such contribution was made.

_____ Description of Campaign Contribution (Please Print)	\$ _____ Dollar Amount
---	---------------------------

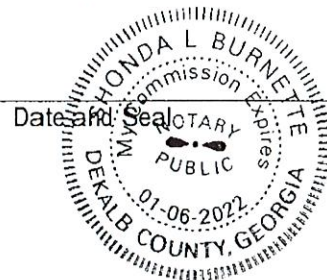
This disclosure must be filed within ten (10) days after the application is first filed and must be submitted to the City of Clarkston, 3921 Church Street, Clarkston, GA 30021.

W R Russell
Signature (choose one) Applicant Owner

5/14/21
Date

Shonda L Burnette
Notary Signature

5/14/21
Date and Seal



24 HOUR CONTACT
CHRIS WILSON
770-677-7440
Please print below,
Call before you dig.

WARNING
This plan shows proposed utility lines and structures. It is the responsibility of the contractor to verify the location and depth of all existing utilities before excavation. Digging without proper precautions may result in personal injury, property damage, or utility outages.

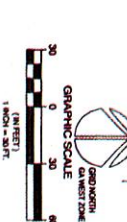
BUILDING CONTRACTORS TO BE
DOMESTIC AT THE REAR OF THE ALL
NUMBERS 1 THROUGH 6 AND 7 THROUGH 10 ARE
CONNECTED TO THE SECONDARY DRAINAGE SYSTEM.
ALL DRAINAGE STRUCTURES SHALL BE BUILT ACCORDING
TO GOVT STANDARDS.

POLE INFORMATION ONLY

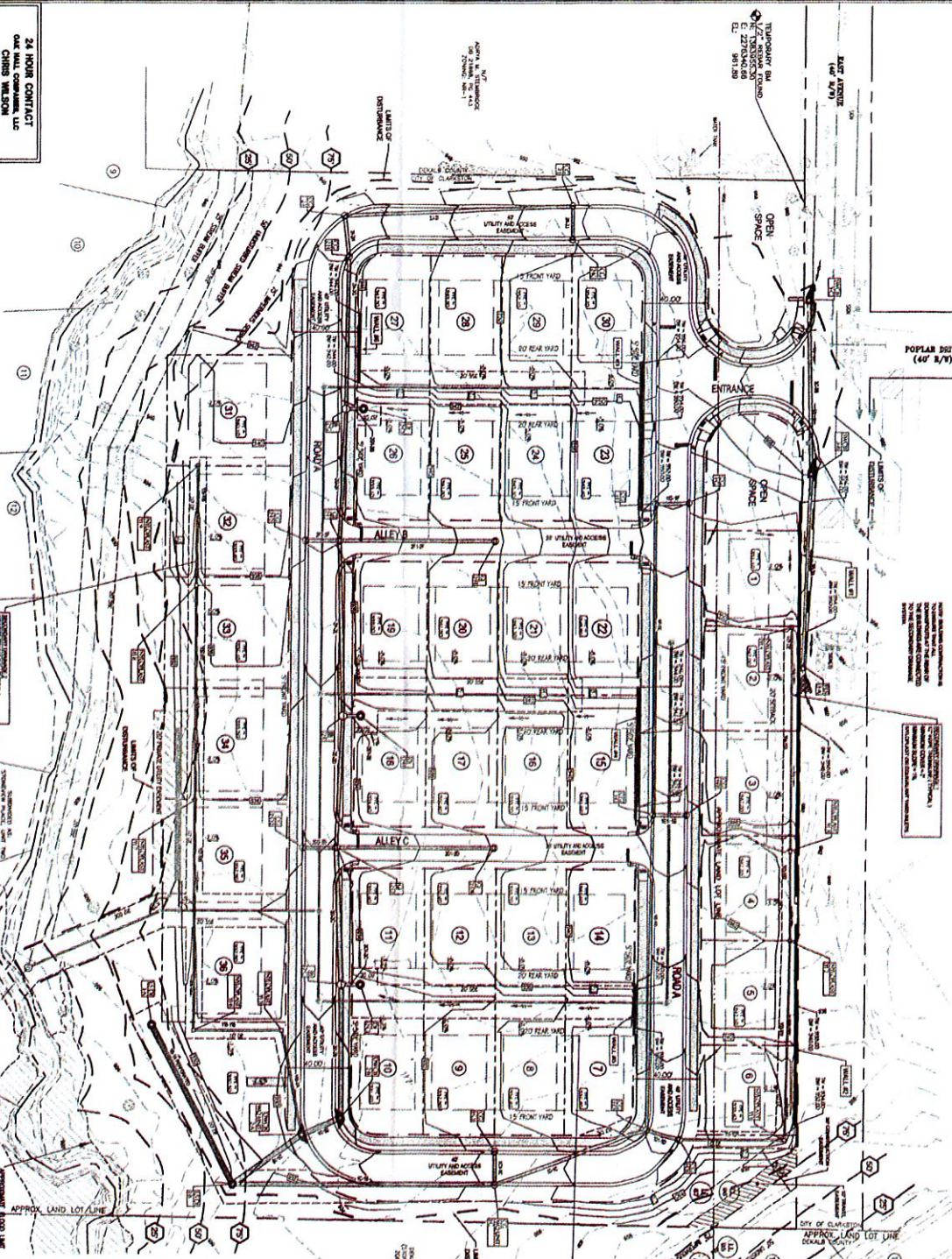
Pole ID	Type	Height	Material	Notes
P-1	Wood	30	16" x 16"	
P-2	Wood	30	16" x 16"	
P-3	Wood	30	16" x 16"	
P-4	Wood	30	16" x 16"	
P-5	Wood	30	16" x 16"	
P-6	Wood	30	16" x 16"	
P-7	Wood	30	16" x 16"	
P-8	Wood	30	16" x 16"	
P-9	Wood	30	16" x 16"	
P-10	Wood	30	16" x 16"	

VOLUME CALCULATIONS - SUMMARY

Item	Volume (CY)
Concrete Foundation Volume	1500
Concrete Slab Volume	1200
Concrete Wall Volume	800
Formwork Volume	400
Rebar Volume	200



ON-SITE PRE-CONSTRUCTION MEETING REQUIRED
BEFORE CITY ISSUANCE OF DP - CALL CITY OF
CLARKSTON TO ARRANGE A MEETING DATE AND TIME.



FOUNDATIONS & WALLS NOTES:

1. FOUNDATIONS SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED.
2. ALL WALLS SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED.
3. FOUNDATIONS AND WALLS SHALL BE REINFORCED WITH STEEL.
4. ALL FOUNDATIONS AND WALLS SHALL BE FINISHED WITH INTERIOR FINISHES.
5. FOUNDATIONS AND WALLS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.
6. FOUNDATIONS AND WALLS SHALL BE PROTECTED FROM DAMAGE DURING MAINTENANCE.
7. FOUNDATIONS AND WALLS SHALL BE PROTECTED FROM DAMAGE DURING OPERATION.

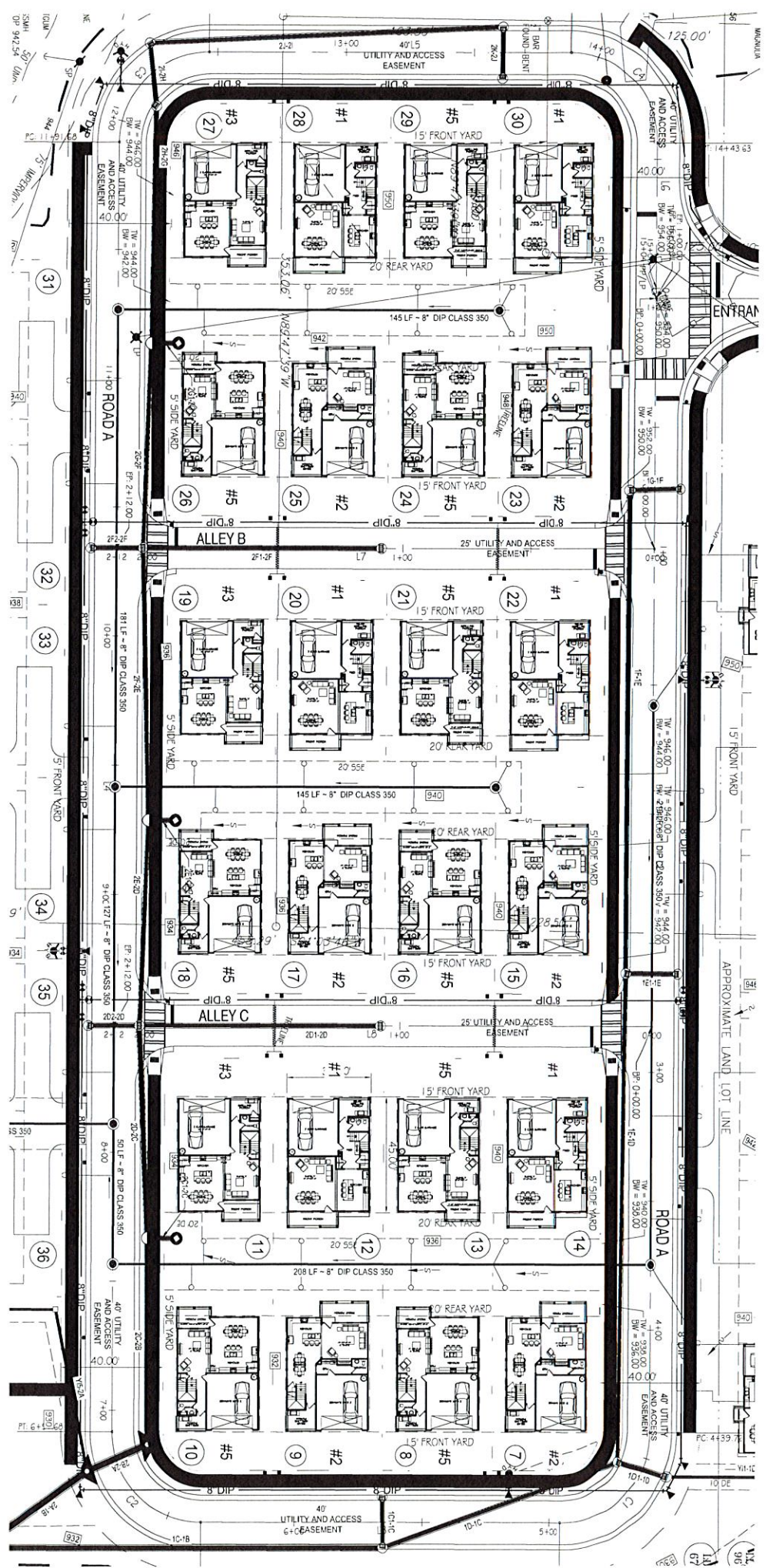
GRADING & DRAINAGE PLAN
C-3.0

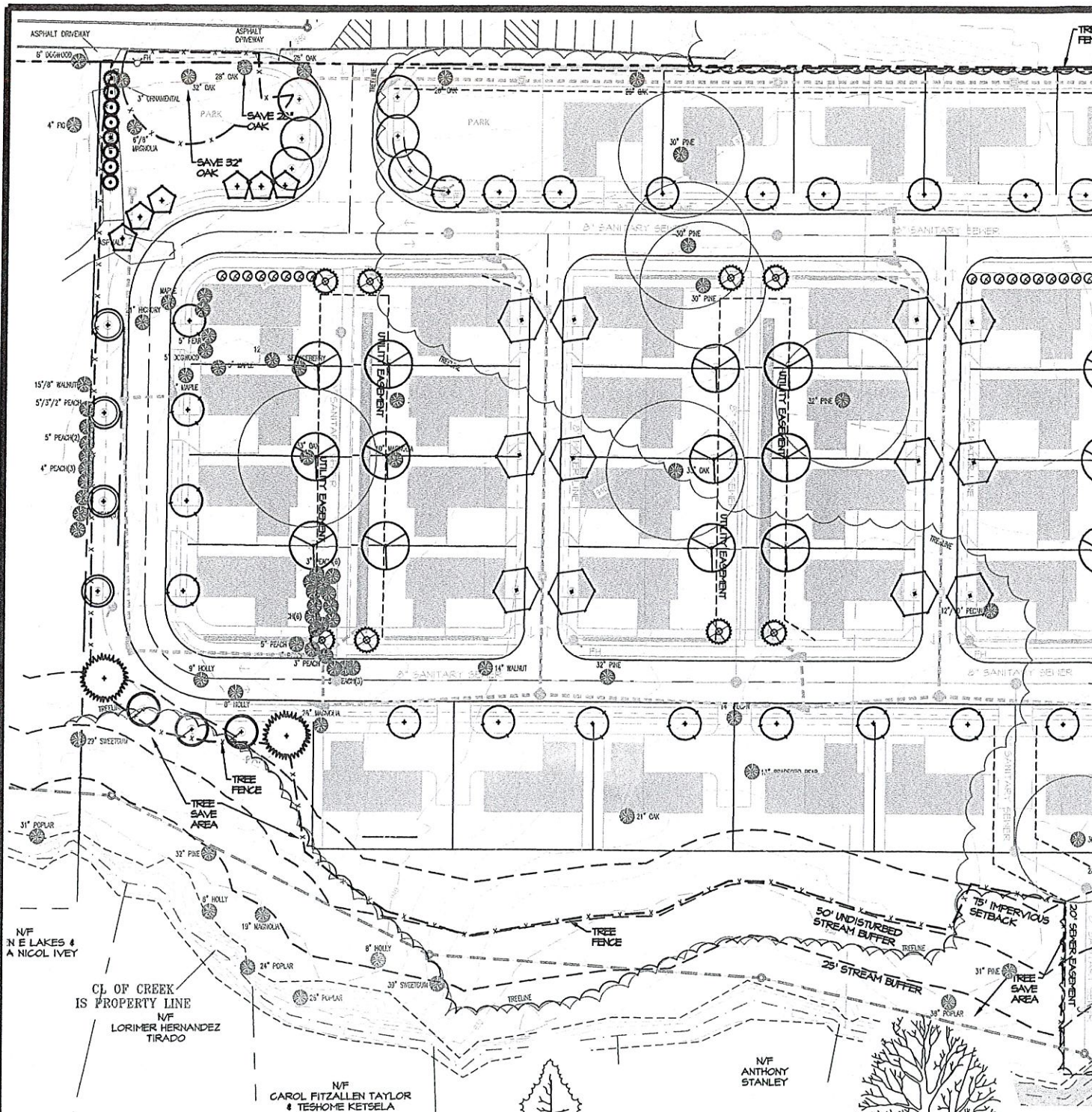
PROJECT:
GARDENS OF EAST AVENUE
(FKA CLARKSTON TRACT)
LAND LOT: 67 & 66, 65 WITH DISTRICT
CLARKSTON DOUGLASS COUNTY GEORGIA

OWNER:
OHC CLARKSTON, LLC
5256 ROADTRAIL ROAD
SUITE 305
ATLANTA, GEORGIA 30328

MDA
McLANDOLTER
& ASSOCIATES, INC.
100 WEST END AVENUE
SUITE 300
ATLANTA, GEORGIA 30303
www.mdaonline.com



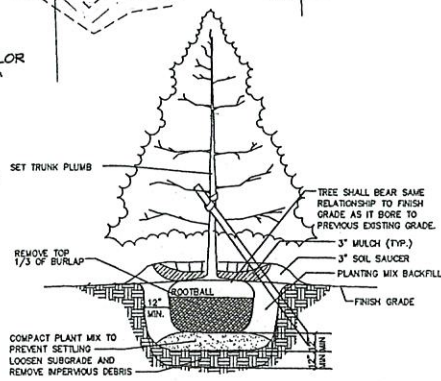




NOTE:
 THIS DESIGN CONCEPT PLAN WAS PREPARED UNDER THE DIRECTION OF OAK HALL COMPANIES, L.L.C. WHICH IS THE INTENDED END USER. THE CONCEPT PLAN IS TO BE USED FOR MARKETING AND PLANNING PURPOSES ONLY AND IS NOT TO BE USED AS A CONSTRUCTION DOCUMENT. OAK HALL COMPANIES, L.L.C. IS RESPONSIBLE FOR VERIFYING PLAN ACCURACY AND COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES. ANY USE BY OTHER PARTIES NOT NAMED IS AT THEIR OWN RISK.

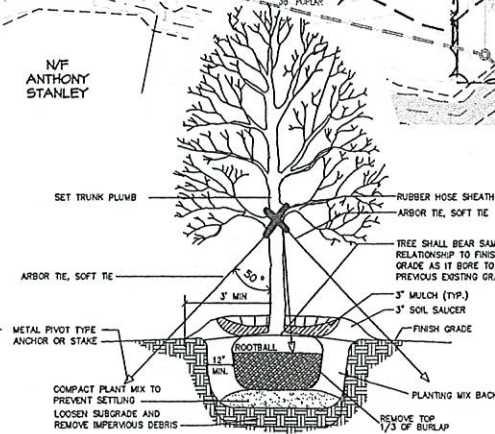
Development Consultants, Inc.

Land Planning • Site Development • Landscape Architecture
 4432 Ormond Trace, Marietta, GA 30066, Tel 678-205-2026, Cell 678-523-4918



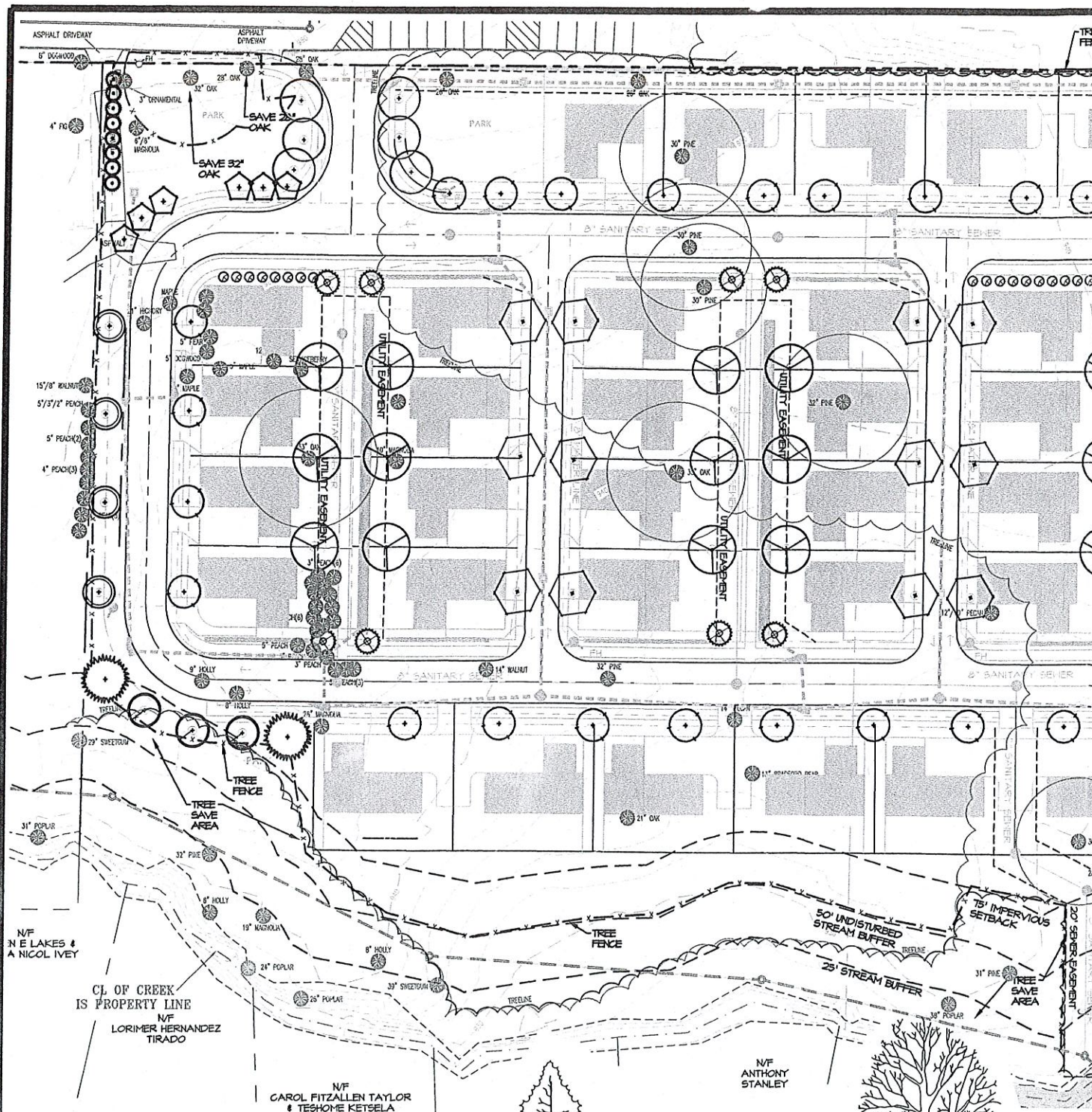
EVERGREEN TREE PLANTING

NOT TO SCALE



TYPICAL TREE PLANTING

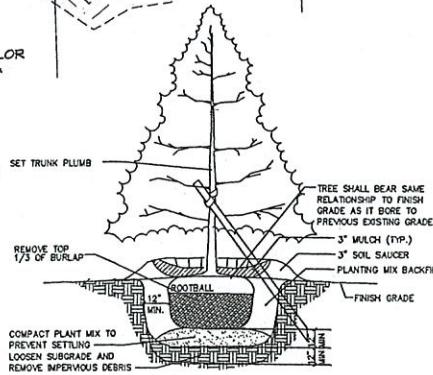
NOT TO SCALE



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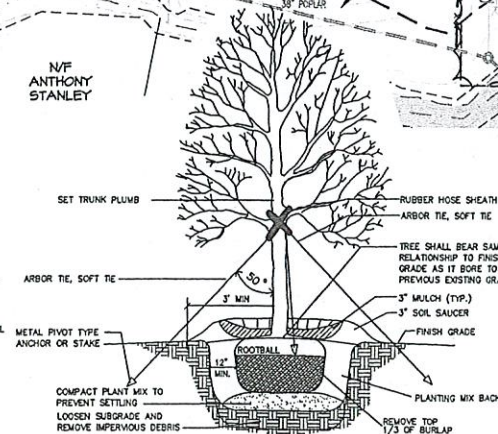
Development Consultants, Inc.

Land Planning • Site Development • Landscape Architecture
 4432 Omond Trace, Marietta, GA 30066, Tel 678-205-2026, Cel 678-523-4798



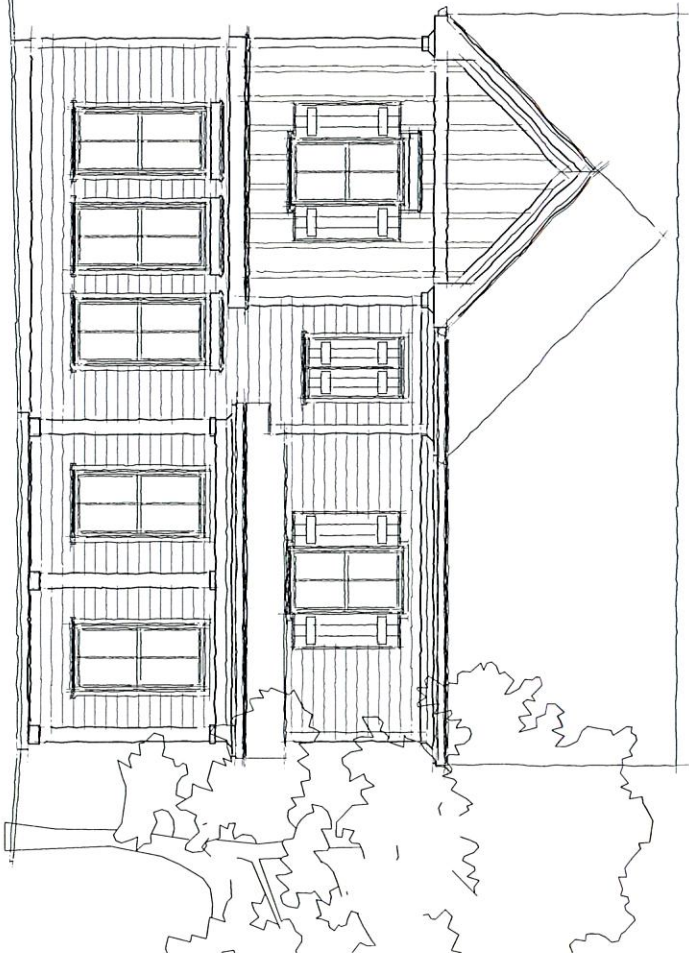
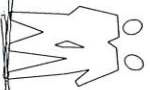
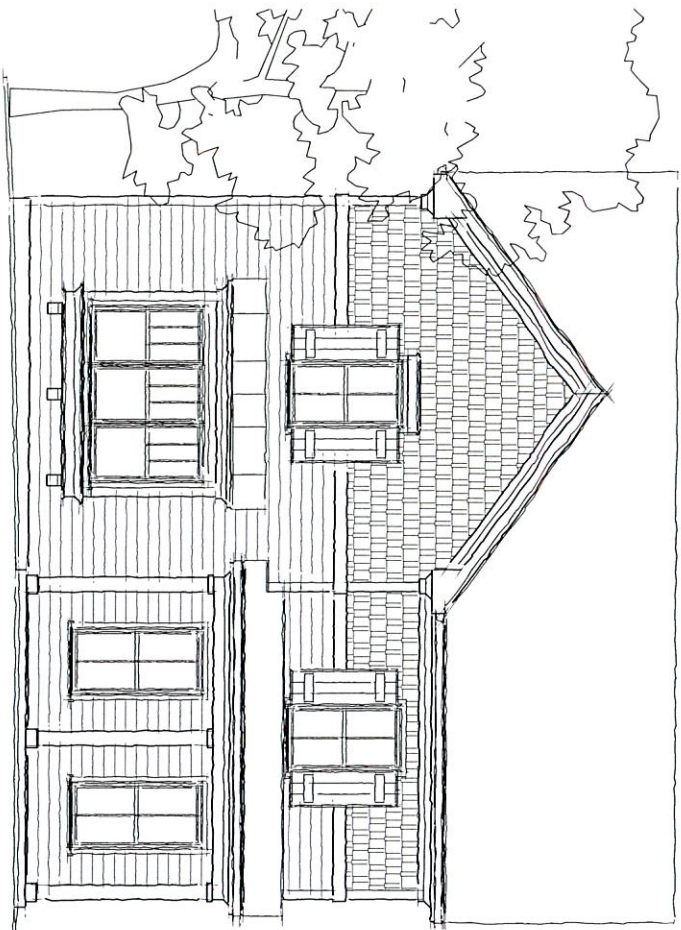
EVERGREEN TREE PLANTING

NOT TO SCALE

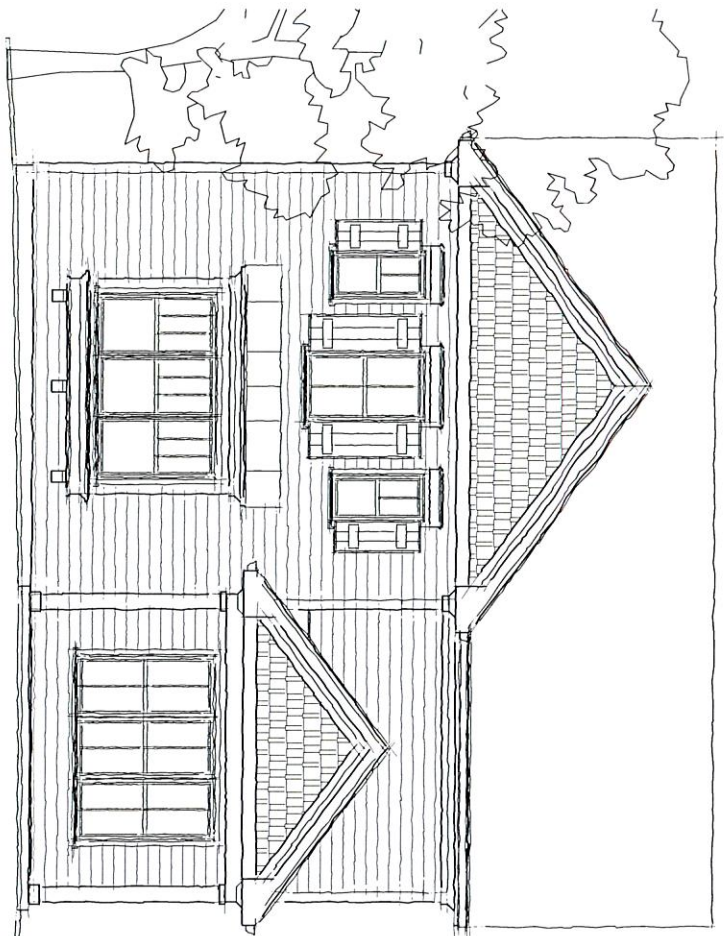


TYPICAL TREE PLANTING

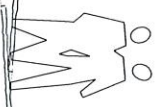
NOT TO SCALE



CLARKSTON #3



CLARKSTON #5

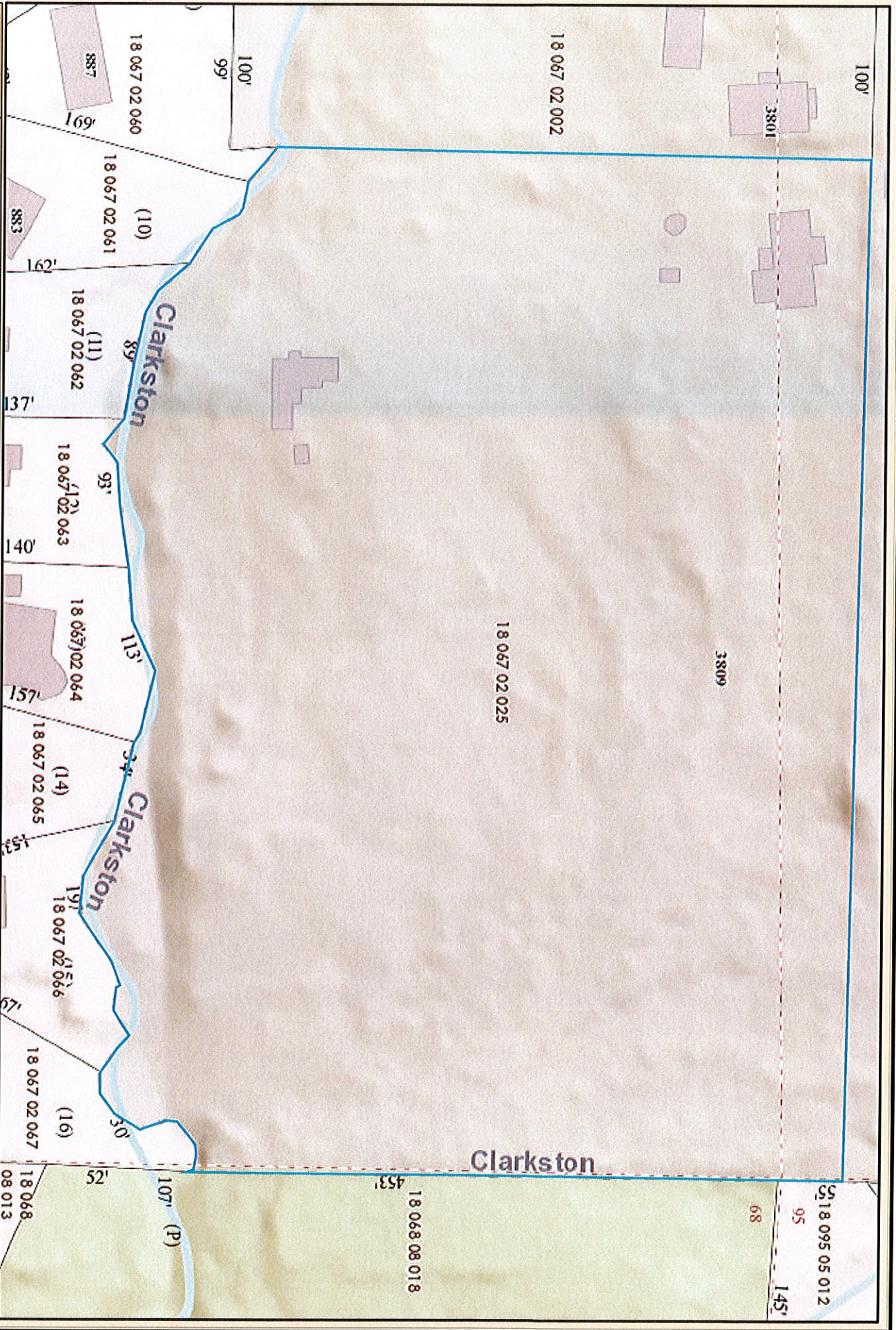




3809 East Avenue 18 067 02 025



Date Printed: 5/19/2021



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18 096 12 022
90'

18 096 13 020
513'

East Ave

18 095 05 011

18 095 05 012

18 095
05 013

3809

18 067 02 025

Clarkston

18 068 08 018

Sto. 852/1ew
Park

18 067
02 061
(10)

18 067 02 062

18 067 02 063

18 067 02 064

18 067 02 065

18 067
02 067

107' (P)

453'

68

95

55'

145'

302'



PARKSIDE -3809 East Avenue-



Date Printed: 5/18/2021

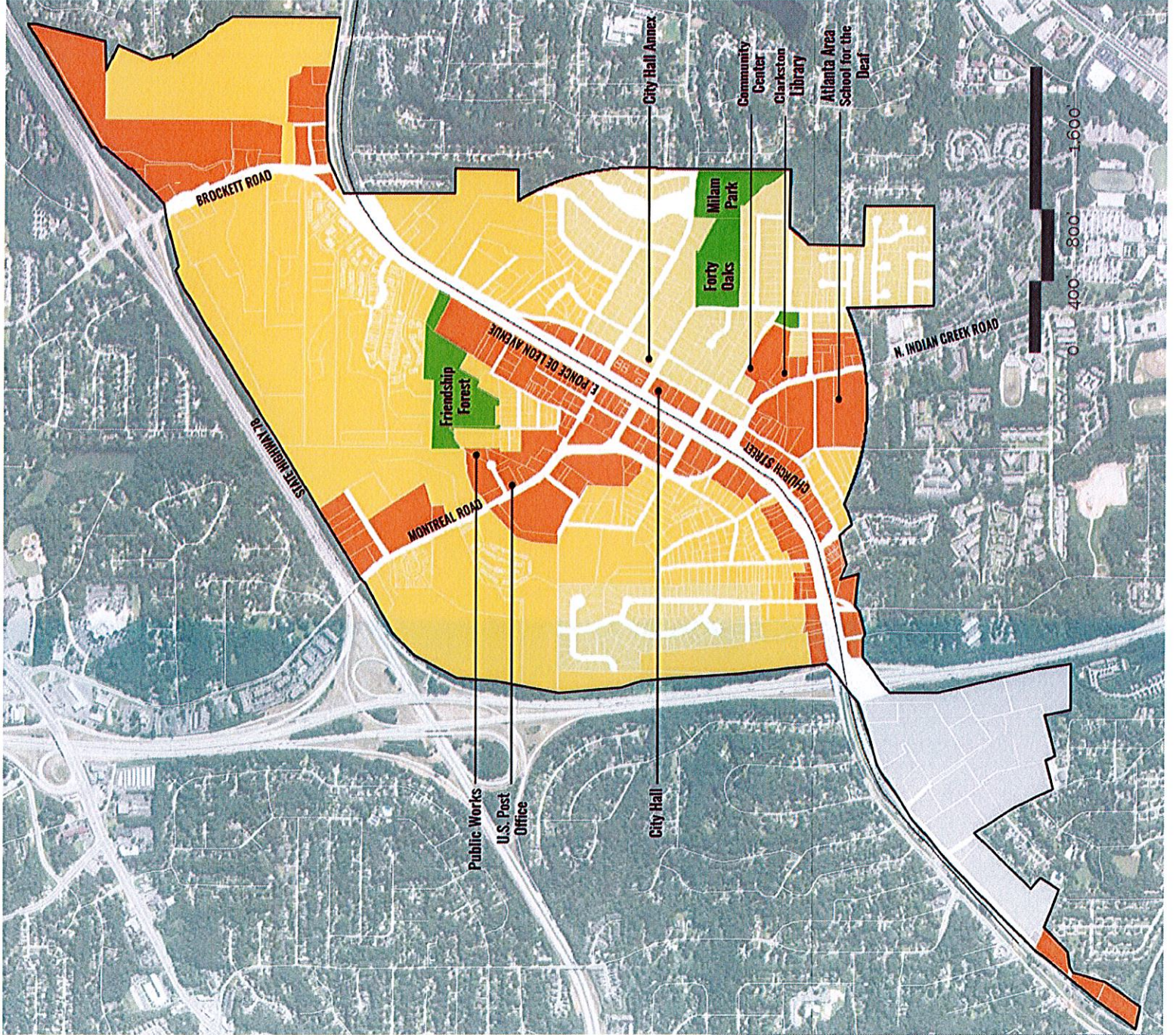


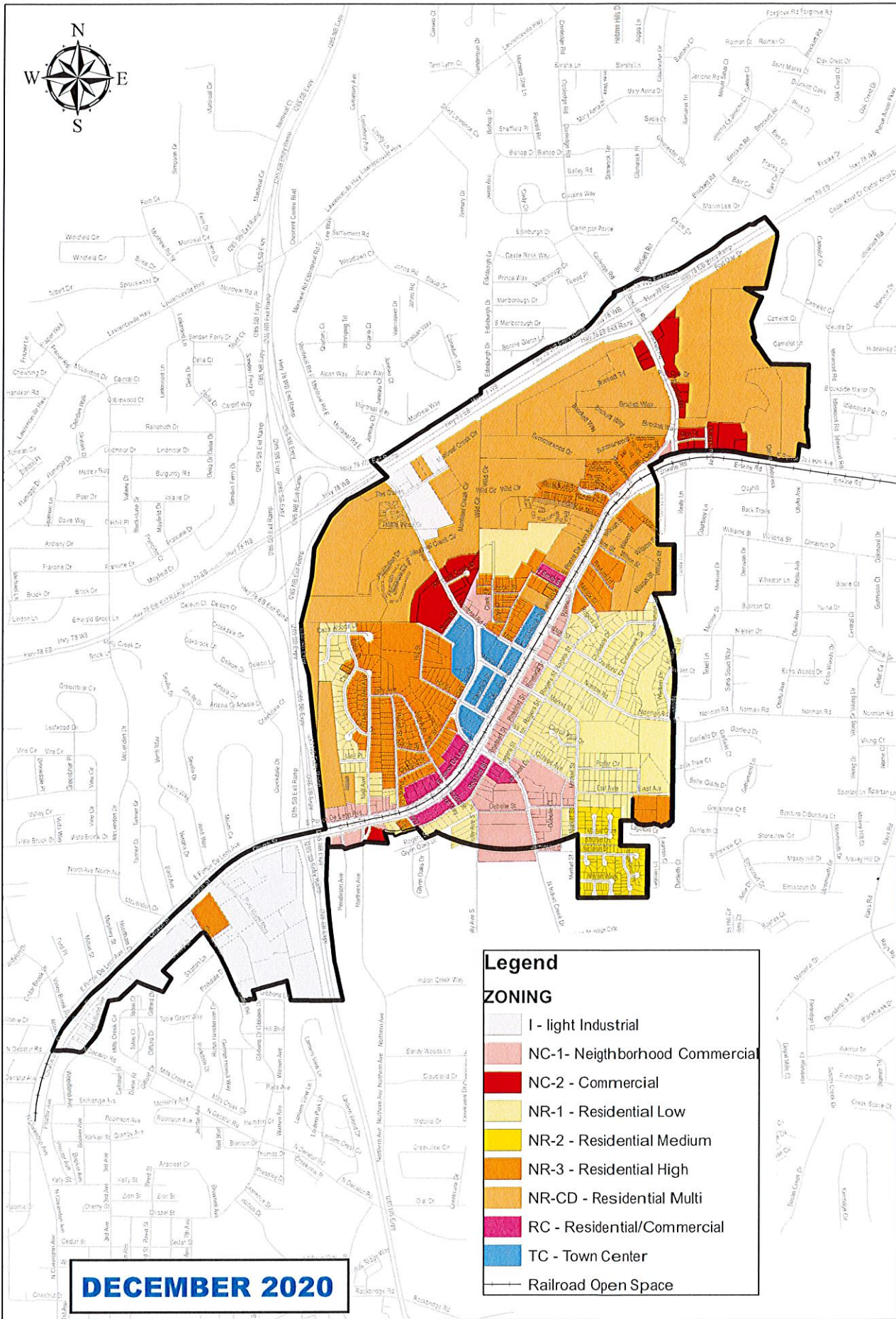
DeKalb County GIS Disclaimer
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FUTURE LAND USE //

Legend

- Mixed-Use
- Traditional Neighborhood Development
- Single Family Home Areas
- Industrial
- Parks/Open Space
- Clarkston City Limits





DECEMBER 2020

CITY OF CLARKSTON

ITEM NO: H5

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
PRESENTATION

MEETING DATE: JUNE 22, 2021

SUBJECT: Approve SPLOST Project 04-B+C TRAILHEAD/MELL AVE/ROWLAND ST Temporary Easement Agreements

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 10

INFORMATION CONTACT: ROBIN I. GOMEZ
PHONE NUMBER: 678.409.9683

PURPOSE:

Approve SPLOST Project 04-B+C TRAILHEAD/MELL AVE/ROWLAND ST Temporary Easement Agreements for construction work on properties on Rowland St.

NEED/IMPACT:

Per the City’s approved SPLOST Project 04-B+C the Trailhead/Mell Ave/Rowland St street improvements that will include milling, asphaltting, road diets, easabouts, sidewalks, etc., we have obtained approvals from five (5) private property owners to work partially on their driveway or similar areas to complete said work.

These are non-compensatory easements at driveways for driveway reconstruction purposes (working outside city ROW), to match up with the street work. Easements disappear after construction is complete. Contractor will work within ROW where we can, but will end up performing some work on the private property area mainly driveways.

The parcel numbers are as follows:

- 18 066 03 002 851 Rowland St
- 18 066 03 003 855 Rowland St
- 18 066 03 006 847 Rowland St
- 18 066 03 008 835 Rowland St
- 18 066 03 004 863 Rowland St

RECOMMENDATION:

Approve five (5) temporary easement agreements.

TEMPORARY EASEMENT AGREEMENT

SPLOST 04 – B+C ROWLAND STREET

Tax Parcel ID # 18 066 03 002

GEORGIA, DEKALB, COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to CITY OF CLARKSTON an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 66 of the 18TH District, or GMD 1328 of DeKalb County, Georgia, and being more particularly described on Exhibit "A" Plat attached hereto and made a part hereof by reference.

For the sum of \$0.00 the undersigned agrees to execute and deliver to City of Clarkston fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

_____ Square Feet or Acres of Right of Way
 _____ Linear Feet of Limited Access
 _____ Square Feet of Construction and Maintenance Easement
200 Square Feet of Temporary Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the City of Clarkston
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 3 day of MAY, 2021.

Signed, Sealed and Delivered in the presence of:

[Signature]

 Witness

ALBERT L TATE
 x [Signature] for Albert L. Tate _____ (Seal)
 Title:

Notary Public

Title: _____ (Seal)

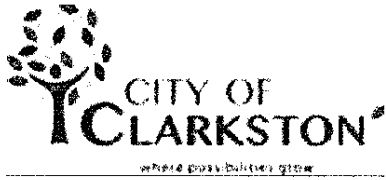
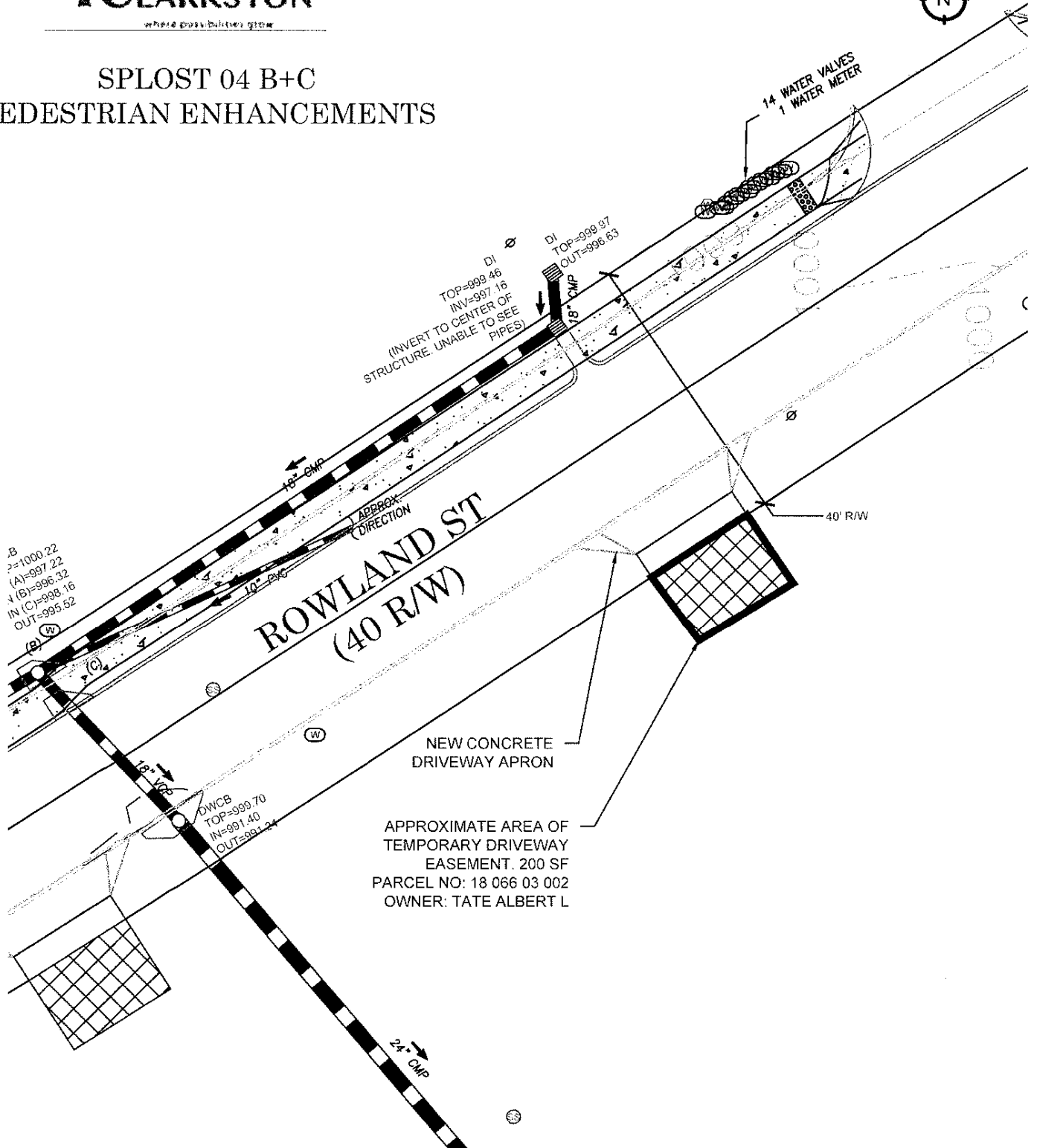


EXHIBIT A

04/30/2021



SPLOST 04 B+C PEDESTRIAN ENHANCEMENTS



TEMPORARY EASEMENT AGREEMENT

SPLOST 04 – B+C ROWLAND STREET

Tax Parcel ID # 18 066 03 003

GEORGIA, DEKALB, COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to CITY OF CLARKSTON an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 66 of the 18TH District, or GMD 1328 of DeKalb County, Georgia, and being more particularly described on Exhibit "A" Plat attached hereto and made a part hereof by reference.

For the sum of \$0.00 the undersigned agrees to execute and deliver to City of Clarkston fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
 - _____ Square Feet or Acres of Right of Way
 - _____ Linear Feet of Limited Access
 - _____ Square Feet of Construction and Maintenance Easement
 - 160 Square Feet of Temporary Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the City of Clarkston
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

No Exhibit B

Witness my hand and seal this 5 day of MAY, 2021.

Signed, Sealed and Delivered
in the presence of:

[Signature]
Witness

JUDE GRAHAM
x *[Signature]* (Seal)
Title:

Notary Public

Title: (Seal)

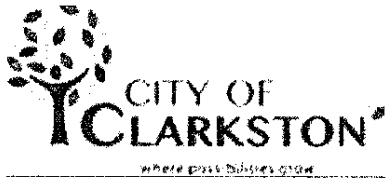
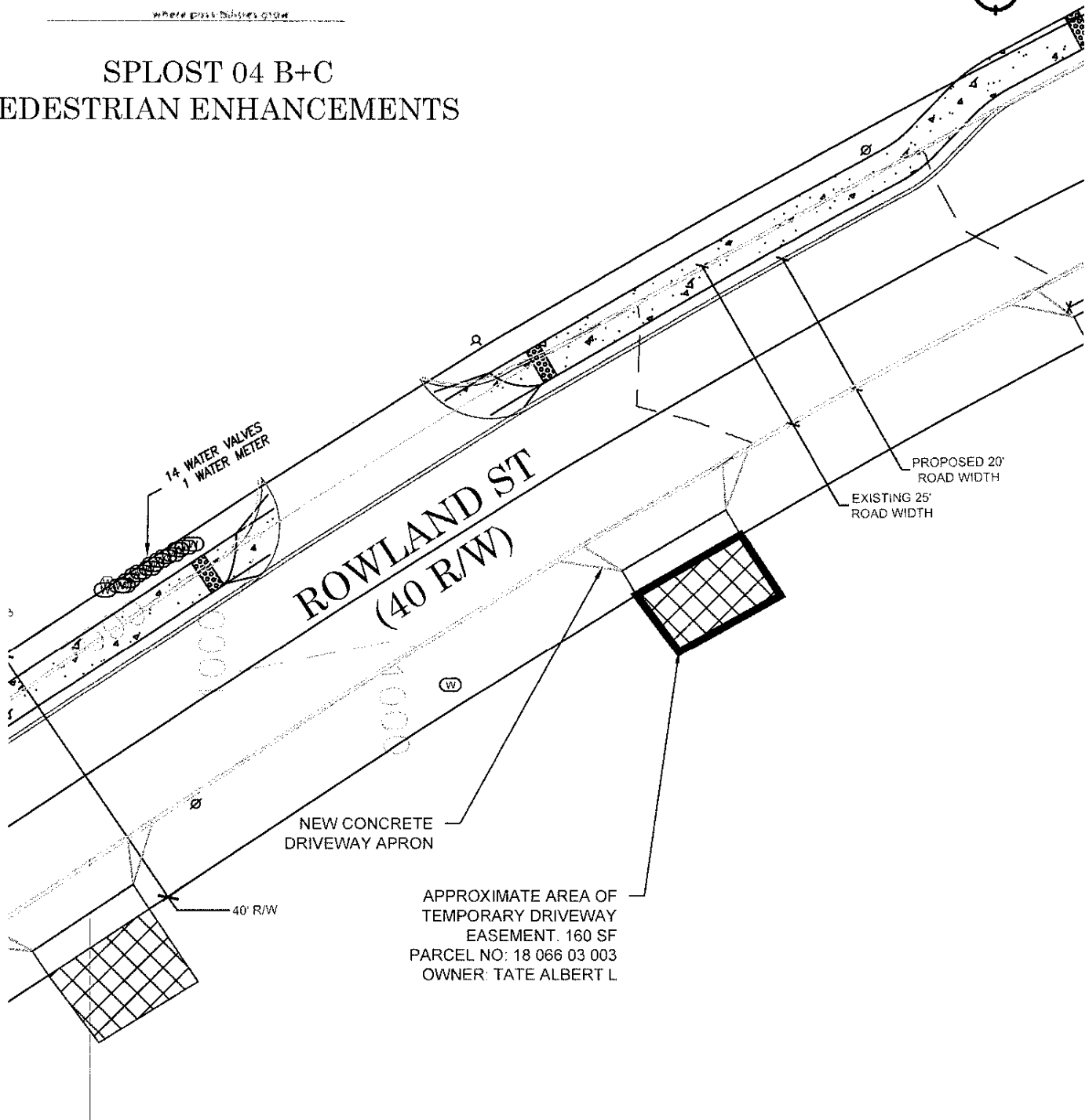


EXHIBIT A

04/30/2021



SPLOST 04 B+C PEDESTRIAN ENHANCEMENTS



TEMPORARY EASEMENT AGREEMENT

SPLOST 04 – B+C ROWLAND STREET

Tax Parcel ID # 18 066 03 006

GEORGIA, DEKALB, COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to CITY OF CLARKSTON an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 66 of the 18TH District, or GMD 1328 of DeKalb County, Georgia, and being more particularly described on Exhibit "A" Plat attached hereto and made a part hereof by reference.

For the sum of \$0.00 the undersigned agrees to execute and deliver to City of Clarkston fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

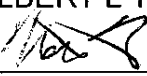
- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
 - _____ Square Feet or Acres of Right of Way
 - _____ Linear Feet of Limited Access
 - _____ Square Feet of Construction and Maintenance Easement
 - 200 Square Feet of Temporary Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the City of Clarkston
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 3 day of MAY, 2021.

Signed, Sealed and Delivered
in the presence of:



Witness

ALBERT L TATE
x  For Albert L. Tate (Seal)

Title:

Notary Public

Title: (Seal)

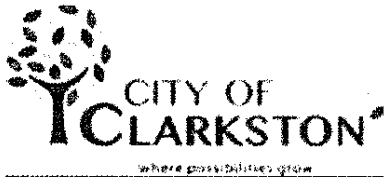
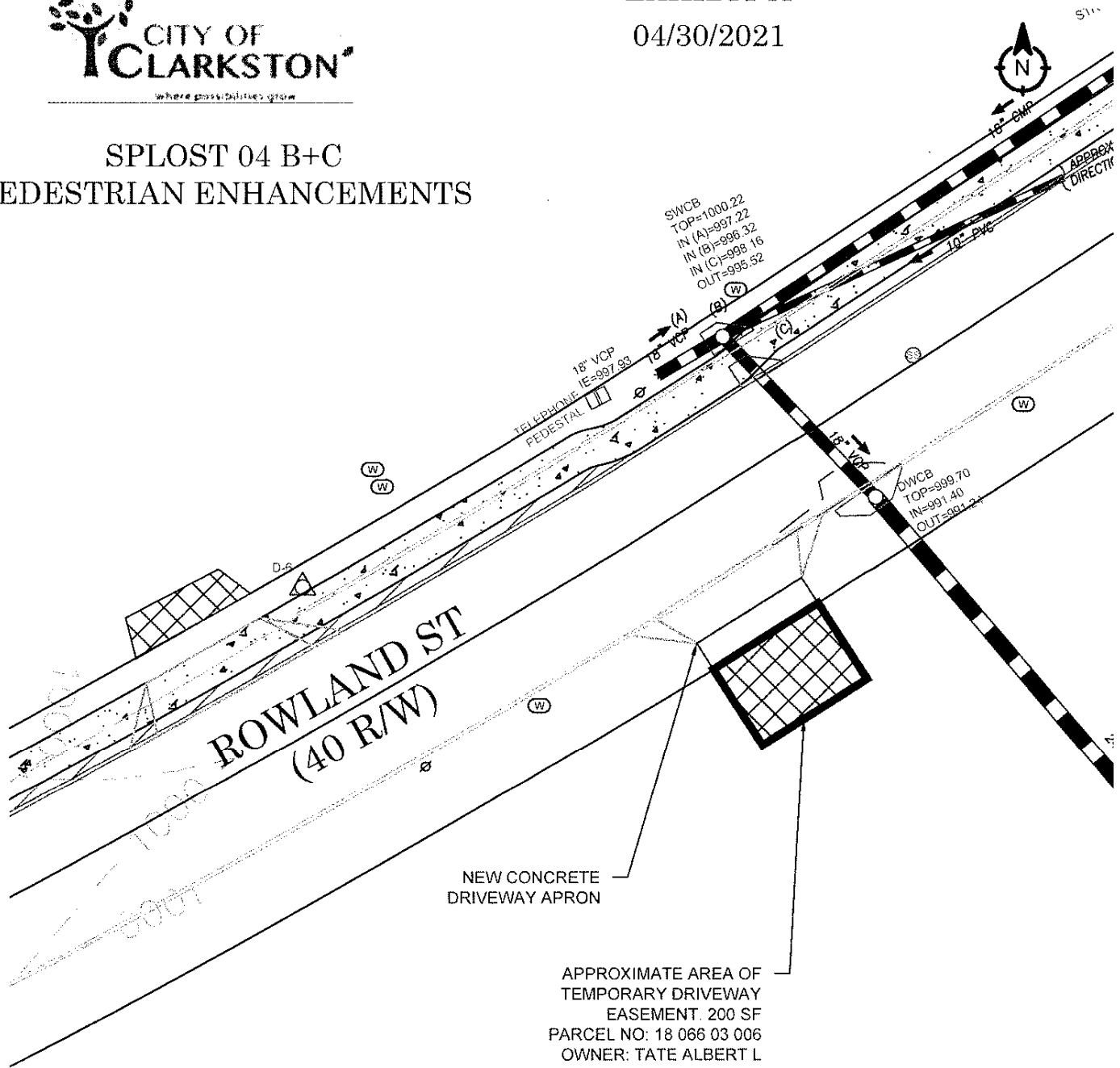


EXHIBIT A

04/30/2021

SPLOST 04 B+C PEDESTRIAN ENHANCEMENTS



TEMPORARY EASEMENT AGREEMENT

SPLOST 04 – B+C ROWLAND STREET

Tax Parcel ID # 18 066 03 008

GEORGIA, DEKALB, COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to CITY OF CLARKSTON an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 66 of the 18TH District, or GMD 1328 of DeKalb County, Georgia, and being more particularly described on Exhibit "A" Plat attached hereto and made a part hereof by reference.

For the sum of \$0.00 the undersigned agrees to execute and deliver to City of Clarkston fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
 - _____ Square Feet or Acres of Right of Way
 - _____ Linear Feet of Limited Access
 - _____ Square Feet of Construction and Maintenance Easement
 - 165 Square Feet of Temporary Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the City of Clarkston
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 6 day of MAY, 2021.

Signed, Sealed and Delivered
in the presence of:

[Signature]

Witness

NANG SHANG PIANG
[Signature]
x _____ (Seal)
Title:

Notary Public

Title: _____ (Seal)

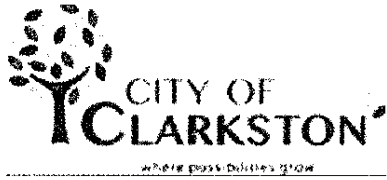
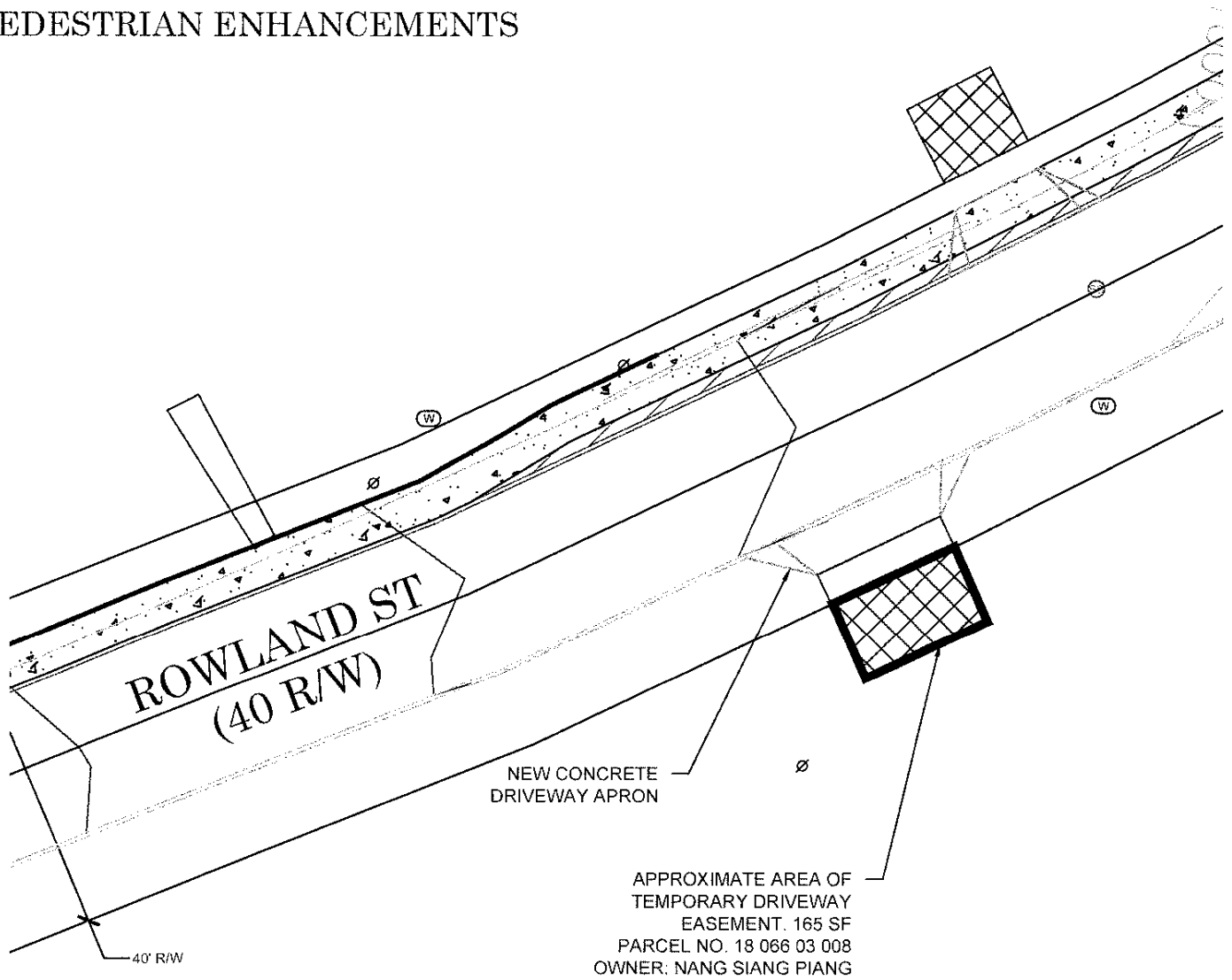


EXHIBIT A
04/30/2021



SPLOST 04 B+C PEDESTRIAN ENHANCEMENTS



TEMPORARY EASEMENT AGREEMENT

SPLOST 04 – B+C ROWLAND STREET

Tax Parcel ID # 18 066 03 004

GEORGIA, DEKALB, COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to CITY OF CLARKSTON an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 66 of the 18TH District, or GMD 1328 of DeKalb County, Georgia, and being more particularly described on Exhibit "A" Plat attached hereto and made a part hereof by reference.

For the sum of \$0.00 the undersigned agrees to execute and deliver to City of Clarkston fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

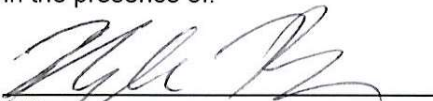
* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
 - _____ Square Feet or Acres of Right of Way
 - _____ Linear Feet of Limited Access
 - _____ Square Feet of Construction and Maintenance Easement
 - 450 Square Feet of Temporary Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the City of Clarkston
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 5/28/2021, 2021.

Signed, Sealed and Delivered
in the presence of:



Witness

Notary Public

TUSURA TADELE EGE

x  _____ (Seal)
Title:

owner _____ (Seal)

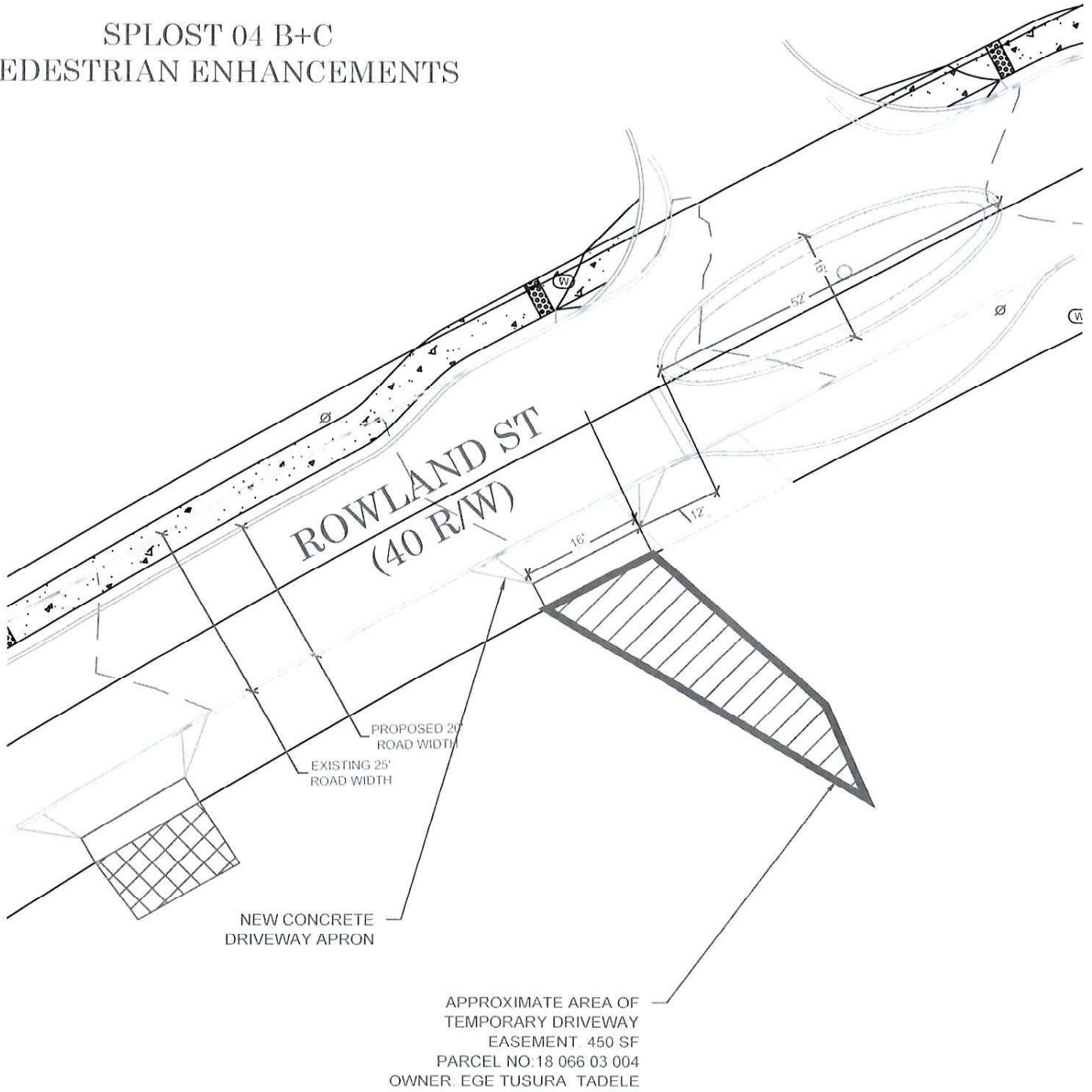
Title:



EXHIBIT A
04/30/2021



SPLOST 04 B+C PEDESTRIAN ENHANCEMENTS



CITY OF CLARKSTON

ITEM NO: H5

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
DISCUSSION

MEETING DATE: June 22, 2021

SUBJECT: Discuss an Intergovernmental Agreement with DeKalb County to re-establish the DeKalb Regional Land Bank Authority.

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Robin I. Gomez
PHONE NUMBER: 678.409.9683

PURPOSE:

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

NEED/ IMPACT:

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

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

All municipalities within DeKalb County are welcome to join. On July 2, 2019, the City Council adopted the following Resolution 2019-17 reaffirming its commitment to participate in the DeKalb County Land Bank.

However in the City’s review of the proposed IGA we noted a few concerns to DeKalb County that were left out of the final IGA, specifically:

1. The Board is set up so that DeKalb County appointees always control a majority of the board with two more members than all cities combined (just one member is allowed per city);
2. If Clarkston joins the Land Bank, the Land Bank can void any City liens placed on real property that the Land Bank acquires;
3. If Clarkston joins the Land Bank, it agrees to maintain the exterior (lawn, vegetation, removing junk and debris, etc.) of any property acquired by the Land Bank that is located within Clarkston;
4. If Clarkston joins the Land Bank, 75% of the City's share of real property tax from Land Bank owned property is paid to the Land Bank rather than the City for the first five years of the Land Bank owning the property.
5. If Clarkston joins the Land Bank, it commits to make "in kind" contributions to the Land Bank such as meeting space and office supplies.

A copy of the IGA is enclosed beginning on page 4.

RESOLUTION NO. 2019-17

BY THE CITY OF CLARKSTON TO REAFFIRM ITS COMMITMENT TO PARTICIPATING IN THE DEKALB COUNTY LAND BANK.

WHEREAS, on February 7, 2017, the City Council approved an Intergovernmental Agreement with DeKalb County and the City of Lithonia to participate in the DeKalb County Land Bank; and

WHEREAS, the DeKalb County Land Bank did not move forward at that time; and

WHEREAS, DeKalb County has requested that the City reaffirm its commitment to participate in the DeKalb County Land Bank.

NOW THEREFORE, BE IT RESOLVED BY THE CLARKSTON CITY COUNCIL that the City of Clarkston hereby reaffirms its commitment to participating in the DeKalb County Land Bank with DeKalb County and the City of Lithonia. The City of Clarkston looks forward to partnering with these local governments to advance the purposes of the DeKalb County Land Bank.

SO RESOLVED, this 2nd day of July, 2019.

CITY COUNCIL

CITY OF CLARKSTON, GEORGIA



Ted Terry, Mayor

Attest:



Tracy Ashby, City Clerk

Approved as to Form:



Stephen G. Quinn, City Attorney



INTERGOVERNMENTAL CONTRACT

BETWEEN

DEKALB COUNTY

AND

CITY OF LITHONIA

CREATING THE

DEKALB REGIONAL LAND BANK AUTHORITY

(a Georgia public body corporate and politic)

PREAMBLE

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

RECITALS

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

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

WHEREAS, the Parties herein agree that the establishment of a land bank as composed

herein would be beneficial to the citizens and the Parties;

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

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

Accordingly, the Parties agree to the following:

ARTICLE I **DEFINITIONS**

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

Section 1.01. “Board of Directors” or “Board” means the Board of Directors of the Land Bank Authority.

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

Section 1.03. “Contract” means this intergovernmental contract between the Parties.

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

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

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

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

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

Section 1.07. “Fiscal Year” means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on the following December 31st.

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

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

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

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

Section 1.12. “Quorum” means:

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

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

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

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

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

Section 1.14. “School District Advisor” means any non-voting representative to the Board appointed by the Board of Education of a school district for purposes of deliberation and providing or declining the required school district consent for the extinguishment of school district taxes on Real Property of the Land Bank in accordance with Section 6.02 of this Contract and the

Land Bank Act.

Section 1.15. “State” means the State of Georgia.

ARTICLE II **PURPOSE**

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

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

ARTICLE III **CREATION OF LAND BANK**

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

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

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

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

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

the extent provided under Georgia law from taxation by this State, including, but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.

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

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

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

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

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

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

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

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

(d) execution by both (A) the applicable city, county or consolidated government and (B) the Board of an amendment to this Contract (a "**Contract Amendment**") with such Contract Amendment to incorporate matters reflecting the terms and responsibilities associated with such city's, county's or consolidated government's joining the Land Bank.

ARTICLE IV
BOARD, EXECUTIVE DIRECTOR AND STAFF

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

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

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

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

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

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

Section 4.03. Removal. Board members serve at the pleasure of their appointing Party and may be removed by the appointing Party at any time with or without cause, or may be removed

pursuant to any other provision of Georgia law.

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

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

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

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

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

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

(b) The incurring of debt; and

(c) Adoption or amendment of the annual budget.

Section 4.09.Board Responsibilities. The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Contract and the Land Bank Act, including, but not limited to, the powers set forth in Sections 48-4-106 and 48-4-112 of the Land Bank Act.

Section 4.10.Fiduciary Duty. The members of the Board are under a fiduciary duty to

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

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

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

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

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

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

Section 4.16.Conflicts of Interest. Members of the Board and officers, appointees, employees and independent contractors of the Land Bank shall be deemed to be public officials for the purposes of Section 45-10-20 *et seq.* of the Official Code of Georgia Annotated, or corresponding provisions of future State conflicts of interest law, and are subject to any other applicable law with respect to conflicts of interest. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The

Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

ARTICLE V

GENERAL POWERS OF LAND BANK

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

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

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

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

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

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

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

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

ARTICLE VI

SPECIFIC POWERS OF THE LAND BANK

Section 6.01. Acquisition of Real Property. Except as otherwise provided in this Contract or under the Land Bank Act, the Land Bank may acquire, by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, Real Property or personal property, or rights or interests in Real Property or personal property, on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank. The Land Bank may purchase Real Property by purchase

contract, lease purchase contract or otherwise. The Land Bank may acquire Real Property or rights or interests in Real Property for any purpose the Land Bank considers necessary to carry out the purposes of the Land Bank Act.

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

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

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

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

(a) grant or acquire a license, easement, or option with respect to Real Property as the Land Bank determines is reasonably necessary to achieve the purposes of this Contract and the Land Bank Act;

(b) fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property

or for services provided by the Land Bank;

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

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

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

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

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

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

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

Section 6.10.Criteria for Conveyance. Land Bank Real Property shall be conveyed in accordance with the Land Bank Act and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The Board may adopt policies and procedures that set forth priorities for a transferee's use of Real Property conveyed by the Land Bank, including, but not limited to, affordable housing.

Section 6.11.Structure of Conveyances. Transactions shall be structured in a manner that

permits the Land Bank to enforce contractual agreements, real covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

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

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

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

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

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

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

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

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

ARTICLE VIII

FUNDING AND EXPENDITURES AND IN-KIND CONTRIBUTIONS

Section 8.01.Budget Contributions. While under no obligation, the Parties may

contribute to the annual Land Bank budget in such manner as approved by the Party or Parties.

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

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

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

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

ARTICLE IX

DURATION OF CONTRACT

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

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

Section 9.03.Termination. The Land Bank shall be terminated by: (i) agreement by all Parties to this Contract; (ii) by affirmative resolution approved by two-thirds of the membership

of the Board and in accordance with Section 48-4-111 of the Land Bank Act; or (iii) by withdrawal of one or more Parties such that only one Party to this Contract remains and such remaining Party is not a consolidated government.

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

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

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

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

ARTICLE X **MISCELLANEOUS**

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

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

Section 10.03. Interpretation of Contract. The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance

of each and every act and thing authorized by this Contract and the Land Bank Act. All powers granted to the Land Bank under this Contract and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

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

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

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

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

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

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

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

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

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

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

[Signature page to follow]

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

DEKALB COUNTY, GEORGIA

CITY OF LITHONIA, GEORGIA

By: _____ (SEAL)
Michael L. Thurmond
Chief Executive Officer

By: _____ (SEAL)
Deborah Jackson
Mayor

ATTEST:

ATTEST:

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

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Viviane Ernstes
County Attorney

By: _____
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Allen Mitchell
Community Development Director

APPENDIX I

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

DEKALB COUNTY, GEORGIA

CITY OF LITHONIA, GEORGIA

By: _____ (SEAL)

By: _____ (SEAL)

Chief Executive Officer

Mayor

ATTEST:

ATTEST:

By: _____

By: _____
City Clerk

Clerk to the Chief Executive Officer
and Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____

County Attorney

APPROVED AS TO SUBSTANCE

By: _____

Community Development Director

APPENDIX II

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

**DEKALB REGIONAL
LAND BANK AUTHORITY**

CITY OF CLARKSTON, GEORGIA

By: _____ (SEAL)
Chair

By: _____ (SEAL)
Mayor Beverly Burks

ATTEST:

ATTEST:

By: _____
Executive Director and
Secretary

By: _____
City Clerk Tracy Ashby

Approved as to legal form:

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: H6

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: JUNE 22, 2021

SUBJECT: Discuss Repealing Late Night Restaurant Operations related to City Ordinance 19-433, Late Night Alcohol Sales for Consumption on Premises

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 12

INFORMATION CONTACT: ROBIN I. GOMEZ
PHONE NUMBER: 404-296-6489

PURPOSE:

Discuss repealing City Ordinance 19-433, Regarding Alcoholic Beverages, "Late Night Sales" for on the Premises Consumption at various businesses, mainly restaurants.

NEED/IMPACT:

At the October 27, 2020, Council Worksession, City staff and Council discussed various concerns regarding two (2) restaurants providing late night sales pursuant to the ordinance's adoption on Feb 5, 2019. The below is the information provided to Council at that Oct 27, 2020, Worksession:

Since the Ordinances' adoption 2 restaurants have been providing late night sales and for the most part have complied with the above requirements. However, the additional hours have yielded various concerns including: (1) additional/excessive noise, (2) additional trash, (3) traffic/parking, (4) businesses possibly not in compliance with City Ordinance 19-448, Bona Fide Restaurants that Must Serve 2 Meals per Day, (5) Customers possibly not wearing masks and/or observing reasonable social distancing; (6) Indoor Smoking (other than the permitted Hookah at one location); and (7) Over-all appearance of operating as a bar, lounge, night club rather than a restaurant.

City staff has reviewed some of the above concerns with the business owners that have made various corrections/accommodations to alleviate the concerns. We are still reviewing others to ensure compliance. Many of the above concerns did not exist prior to the Feb 5, 2019, "Late Night Sales" Ordinance adoption.

Since the Oct 27, 2020, discussion similar concerns have periodically persisted specifically occasional non-compliance with the following (Exhibit A below lists various samples of the below):

1. **Noise (multiple occasions)** - City Code, Sec 10-20 and Sec 12-28 – warnings provide to both restaurants including in writing on 2 separate occasions to one on Sept 30, 2020, and March 16, 2021.
2. **Outdoor signs advertising or promoting the sale of alcohol inside the restaurant** – City Code, Sec 3-24 – multiple occasions of drink specials including all you can drink for a set fee.

3. **Unlawful conduct on licenses premises**, City Code Sec 3-20 – disturbance of the peace, obscene or lewd behavior, conduct/practices in such a manner as to create a nuisance.
4. **Purchase from and sales to other than license holders**, City Code Sec 3-19 – must purchase alcohol beverages only from a licensed wholesaler.
5. **Late Night Sales** – Ord 19-433, no off-duty POST certified law enforcement officer present.
6. **Happy hour promotions**, City Code 3-26 – posting drink and happy hour specials, especially for and during the late night sales time periods.
7. **Providing/selling hookah** – City Code 10-79 – no permit for the sale of hookah (are not eligible to obtain one).
8. **Principle business of a restaurant shall be the sale of food, at least fifty-one (51%) of business receipts shall come from the sale of food; must serve at least 2 meals per day; must serve meals at least six (6) days per week** – City Code, Sec 3-27 and City Ord 19-448 – a recently completed City audit determined very minimal compliance to these ordinances mainly the ability to confirm/verify that food receipts totaled at least fifty-one (51%) of business as well as that one restaurant was only open a few days each month (mainly weekends).
9. **Production of records; audits** – City Code 3-32 – the businesses in question do not maintain the following required records: Daily sales receipts showing liquor, beer, and wine separately and daily cash register receipts such as Z tapes.
10. Dawghouse Restaurant received four (4) Court Summons for City Code violations (Failing to serve 2 meals, No hookah permit, No post certified law enforcement officer present, and illegal adult entertainment), issued on May 14, 2021, that will be heard at Clarkston Municipal Court on July 7, 2021.

LATE NIGH SALES ALCOHOL ORDINANCE BACKGROUND

On February 5, 2019, the Clarkston City Council adopted Ordinance No. 433, enacting “Late Night Alcohol” sales regulations that amended City Code, Section 3-29 – Hours of Operation for Package Retailers; Hours of Sale for Consumption on Premises, with the main purpose to allow businesses licensed to sell alcohol for consumption on premises to make sales and remain open until later (extended) hours, specifically:

Sunday to Thursday:

SALES: from 1:55 am to 4:00 am

CONSUMPTION ON PREMISES: from 2:25 am to 4:30 am

CLOSING TIME/HOUR: from 2:55 am to 5:00 am

Friday and Saturday:

SALES: from 2:50 am to 4:00 am

CONSUMPTION ON PREMISES: from 3:20 am to 4:30 am

CLOSING TIME/HOUR: from 3:50 am to 5:00 am

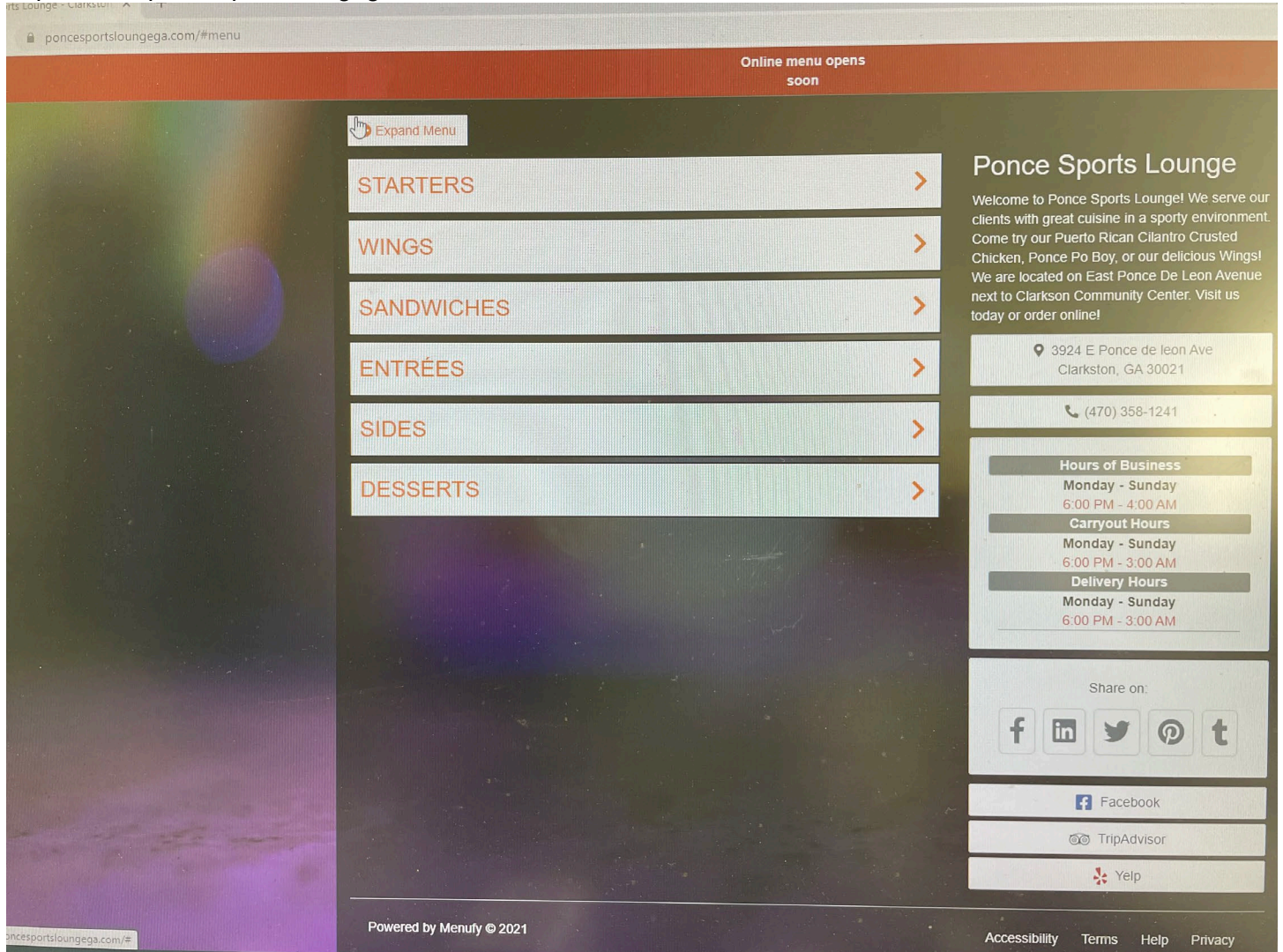
Under the new Ordinance, 7 days per week, Sales are allowed until 4:00 am, Consumption on Premises until 4:30, and the Closing Time/Hour is 5:00 am.

Ordinance No. 433 also required that the licensee not permit any person under 21 years of age to be present during the late night sales hours and that all additional late night sales shall only be permitted/allowed when the licensee contracts an off-duty P.O.S.T. certified law enforcement officer employed by either the City of Clarkton or DeKalb County.

EXHIBIT A – COMMUNICATIONS & SAMPLES OF NON-COMPLIANCE - advertising, promoting, and essentially operating as bars/night clubs/lounges – not a restaurant:

From the below internet site for the Ponce Sports Lounge on Wed, June 16, 2021 – hours of operation listed as 6 pm – 4 am Monday – Sunday (not open for 2 meals):

<https://www.poncesportsloungega.com/#/>



<https://poncesportslounge.zohosites.com> – 6 PM – 5 AM daily except Saturdays: 6 PM – 4 AM.

<https://poncesportsloungega.com> – 6 PM – 4 AM daily

subsection c): As used in this section, principal business shall mean that at least fifty-one (51) percent of the receipts of such business shall come from the sale of food.

Although the Ponce Sports Lounge originally billed itself as a cafe/restaurant their zohosites page states they “are primarily a lounge that serves food, not a restaurant”. Given this, and their hours of operation and observed activity, I would be very surprised if they meet the requirements of subsection c).

HOURS OF OPERATION

Open 7 days a week all year long

Monday-Wednesday
@ 6pm-5am
Thursday, Friday & Sunday
Open @ 6pm-5am
Saturday
6pm-4am

Food is served until 4am.

We are primarily a lounge that serves food, not a restaurant.
Offer Happy Hour 7 days a week 6 p.m.-12 a.m.

DAWGHOUSE advertisings for drink specials, opening time at 10 pm (not open for two meals)

DAWGHOUSE PRESENTS

Live 3 FRIDAYS

DOORS OPEN @ 10:00 PM

LEBONIQUE BIRTHDAY CELEBRATION

EVERYONE FREE UNTIL 11:30 PM @ LADIES DRINK FREE UNTIL 11:30 PM

WE PARTY UNTIL 5AM!!!

Friday **DAWGHOUSE** March 13th

4622 EAST PONCE DE LEON AVENUE CLARKSTON GA 30021
INSIDE YANCOO VILLAGE PLAZA FOR BIRTHDAY * VIP SECTIONS CALL KING (770) 966-4844

THIRSTY Thursdays

THURSDAYS

SPRIS DOMINOS MARGEN NO. 20

\$1 DRINKS UNTIL 12AM

DOORS OPEN @ 10PM - WE PARTY TILL 5AM
\$10 ENTRY UNTIL 12AM - \$20 AFTER
DRINK SPECIALS ALL NIGHT!

DAWGHOUSE

4622 EAST PONCE DE LEON AVENUE CLARKSTON GA 30021

THURSDAY DRINK 10PM
HOSTED BY @BUNDLESBY...

7:51



Instagram



1 minute ago



dawghouseatl_



6 likes

dawghouseatl_ Tonight!!!!



10:34



Instagram



dawghouseatl_



\$40= open bar all night



\$40= open bar all night



Liked by honeytouchphotos and 3 others
dawghouseatl_ Tonight!!!!



Add a comment...



6 hours ago



Unpermitted Hookah smoking



EMAILS TO CITY – MAINLY NOISE CONCERNS

Aug 3, 2020 - As you may recall, I have had a recurring issue last year with loud music from the Ponce Sports Lounge last year. Unfortunately, since it reopened following the lockdown, the noise is back, every night, all night, until 5 AM, sometimes later.

Last year, I was advised to call the Clarkston Police if this happened, however, this didn't help, as the Police would tell me to contact Code Enforcement, only to be told again to call the Police. Rather than to continue participating in this back-and-forth, I would like to request that, as the person responsible for Code Enforcement, you take ownership for addressing the issue. I would also like to point out that the Ponce Lounge would appear to be in violation of several Clarkston ordinances, including **Noise** and the terms of **Alcohol Licensing**. These violations have been ongoing and recurring.

From: Robin Gomez
Sent: Friday, August 07, 2020 1:41 PM
To: Shennetha Smith <ssmith@cityofclarkston.com>
Subject: RE: Loud music (again) from Ponce Sports Lounge

Thank you. Yes, lets hold off on sending any notices. I also advised him to ensure they comply with the following:

1. Keep the noise levels down
2. Pick up their trash
3. Serve 2 meals per day
4. Ensure patrons park legally

I will follow-up with him next week. Thanks.

Aug 27, 2020 - As I have reported on several occasions, the Ponce Sports Lounge (PSL) is playing loud music every night, all night until 5AM (and later).

From: Robin Gomez

Sent: Thursday, August 27, 2020 4:15 PM

Thank you for your communication. After your prior communication (about 3 weeks ago), I visited and spoke with the Ponce Sports Lounge Manager and advised of various concerns including the ones you list. He stated he would comply particularly as I advised him that continued non-compliance would result in the temporary suspension of his Business Registration/Occupational License Tax Certificate, meaning an immediate temporary closure of their business that could become permanent.

We have begun to review the information you listed as it does appear they are operating more as a lounge/bar/entertainment venue than a restaurant. We are performing the actions you listed and coincidentally received communication from the business today that they would be providing some of the reports they owe the City. I will once again remind them of the seriousness of the conversation I had with them on August 6. We will review and advise of our findings as early as next Monday. In the interim, we will monitor more specifically for noise to ensure it is not impeding adjacent properties.

Sept 10, 2020 - Although I appreciate your visiting the PSL personally, the "monitoring for constant adherence and compliance" does not seem to be working. Had you visited at around 4 AM this morning, you would have found me talking to Officer Bulcher about the loud music which was playing at the time (from cars in the parking lot, but earlier also from inside the PSL). This happening right after your visit confirms what I already knew: that noise, whether from the PSL or from its patrons, will continue to happen as a result of their operating as an all-night music bar with no incentive to change to a more neighborhood-friendly business model given the lack of consequences beyond "monitoring".

March 15, 2021 - sorry about the nature of my first communication with you since you became mayor, but unfortunately, the continued and ongoing ordinance violations by the Ponce Sports Lounge, and, more importantly, the willful inaction by city officials charged with protecting the welfare and quality of life of its citizens forces me to reach out to you, since you ran your election as someone who cares deeply about the citizens of Clarkston. Since this is a matter that concerns all citizens of Clarkston, I'm making this an Open Letter which I will cross-post on Nextdoor.

To summarize, the Ponce Sports Lounge obtained a restaurant liquor license in 2017. The license is issued to "bona fide restaurants" with specific requirements (Code of Ordinances, section 3-27) regarding food sales as a percentage of total receipts, number and times of meals served, reporting requirements, and provisions for auditing reports against register receipts.

After the extension of alcohol sales to 4 AM, which was heavily promoted by Mr. Tesfamariyam ("Jimmy") Wegayehu, the owner of the establishment, turned it into a bar and music venue, with the ensuing traffic, trash and noise issues that I have been reporting since at least December, 2019. At this time, there is no way this business could be called a "bona fide restaurant" by any possible stretch of the definition (and believe me, the definition has been stretched as far as possible).

In spite of documented, repeated, and, sadly ongoing violations, the situation remains largely unchanged. In fact, I had to call the Police as recently as this morning due to noise and disturbances interrupting the sleep I badly need, especially because of certain personal circumstances I'm dealing with. Just this morning at 5:10 AM (when according to ordinances the PSL should have been closed), their parking lot (and the valet parking operating at the Texaco across the street) were pretty much full. Seemingly intoxicated patrons were "racing" in the parking lot, tires squealing.

June 11, 2021 - Is some action going to be taken soon? I am now hearing an almost constant low rumble from the PSL subwoofers basically any time there's someone there. It starts in earnest around 6 PM every day, and doesn't stop, and also happens throughout the day. Last night I was awakened again at 3 AM by the subwoofers from the PSL. This has been going on now for close to two years with no meaningful action on the part of those oath-bound to uphold and enforce the city ordinances. I can't think of any valid reasons why the City has failed to act, extending leniency at every turn to the PSL, with no real, tangible consequences.

To be clear, although the late night alcohol sales ordinance is obviously the reason why the PSL has brazenly gamed the system to run an all-night bar in what should have been a restaurant, after almost two years of this situation, any action that does not result in the closure of this business is unacceptable given the long history of problems (still ongoing). I fully expect the City to take prompt and decisive action, or I will be forced to pursue every avenue at my disposal to ensure that my rights are protected.

CONCLUSIONS OF RECENTLY COMPLETED CITY AUDITS OF 2 RESTAURANTS PROVIDING "LATE NIGHT SALES"

CONCLUSION

An audit for compliance to City Code of Ordinances, Section 3-27 (a) – (f), Sales by the drink permitted only at bona fide restaurants; and City Ordinance No. 448 that further defines/clarifies the hours for meals to be served for all establishments that sell alcohol by the drink determined that the Dawhouse Restaurant & Lounge is very minimally complying with the listed City codes. The business does not utilize general accepted accounting principles for its financial responsibilities as all items are manually hand-written and maintained. Under City Code of Ordinances, Sec 3-32 (b) (1-3), all licensed establishments must maintain the following records:

- (1) Monthly income or operating statements
- (2) Daily sales receipts showing liquor, beer, and wine separately
- (3) Daily cash register receipts such as Z tapes

Dawghouse does not maintain the above and appears to operate a cash-only business as evidenced by their cash and money order tax and license payments to the City this year. Based on all the above, it is quite evident that the Dawghouse Restaurant and Lounge is not operating as a restaurant.

CONCLUSION

An audit for compliance to City Code of Ordinances, Section 3-27 (a) – (f), Sales by the drink permitted only at bona fide restaurants; and City Ordinance No. 448 that further defines/clarifies the hours for meals to be served for all establishments that sell alcohol by the drink determined that the Ponce Sports Lounge is partially complying with the listed City codes. While the business does utilize generally accepted accounting principles including a point-of-sale system that tracks monthly sales (which were provided) we could not confirm/verify any sales details particularly to daily activity. Under City Code of Ordinances, Sec 3-32 (b) (1-3), all licensed establishments must maintain the following records:

- (1) Monthly income or operating statements
- (2) Daily sales receipts showing liquor, beer, and wine separately
- (3) Daily cash register receipts such as Z tapes

Based on the above, the audit determined that the restaurant's partial compliance is insufficient to prove they are operating as a restaurant. Much of their activity appears to be directed and observed more as a night club and/or lounge.

CITY ORDINANCE No 19-433

ORDINANCE NO. 19-433

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE, REGARDING ALCOHOLIC BEVERAGES, TO ALLOW “LATE NIGHT SALES” FOR CONSUMPTION ON THE PREMISES SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, the City Council has determined that “late night sales” of alcohol for consumption on the premises, as defined herein, present an important economic opportunity for businesses located within the City; and

WHEREAS, the City Council has determined that certain conditions must be met by licensed alcohol vendors in order to protect public safety during the “late night sales” period.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 3 of the City’s Code of Ordinances, concerning the sale of alcohol within the City of Clarkston, be amended as follows:

Section 1.

New Code Section 3-34 is hereby adopted, to read as follows:

“Sec. 3-34. Late night alcohol sales for consumption on premises.

(a) In addition to the permissible hours for sales of alcoholic beverages for consumption on the premises set out in Section 3-29, businesses licensed to sell alcohol for consumption on premises may also make such sales during the following hours, subject to the conditions set forth this section:

- (1) Monday, Tuesday, Wednesday, Thursday and Friday mornings between 1:56 a.m. and 4:00 a.m.; and
- (2) Saturday morning between 2:51 a.m. and 4:00 a.m.

(b) Late night sales pursuant to this section shall only be permitted when the licensee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment during late night hours and such security officer is actually present at the premises to provide security.

(c) The licensee shall not permit any person under 21 years of age to be present at the premises during late night sales hours as defined in this section.

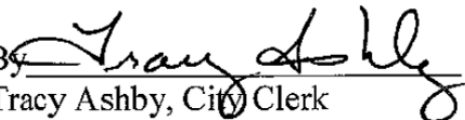
(d) Upon request by a City of Clarkston official, the licensee offering late night sales of alcohol shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises per subsection (b) of this section during all periods of late night alcohol sales pursuant to subsection (a).”

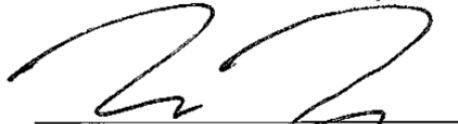
SECTION 2. This ordinance shall become effective immediately upon its adoption by the City Council and signature by the Mayor.

SO ORDAINED, this 3rd day of December, 2019.

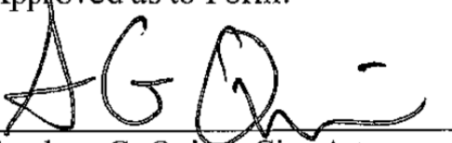
ATTEST:

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

By 
Tracy Ashby, City Clerk


Ted Terry, Mayor

Approved as to Form:


Stephen G. Quinn, City Attorney

City Code Sec 3-27, modified by the above City Ord 19-433 adopted on Feb 5, 2019:

Sec. 3-27. - Sales by the drink permitted only at bona fide restaurants.

- (a) No beer, malt beverages, wine or distilled spirits may be sold by the drink for consumption on the premises where sold except in a restaurant as defined in this chapter. A restaurant holding an alcohol beverage license must (i) be open to the public at least six (6) hours per day, serving at least two meals per day, with a minimum serving time of three (3) hours per meal; and (ii) serve meals at least six days a week with the exception of weeks including holidays, vacations, and periods of redecorating.
- (b) No more than twenty-five (25) percent of the dining seating area required by this chapter shall be at a common table or counter area.
- (c) The principle business of a restaurant shall be the sale of food. As used in this section, principal business shall mean that at least fifty-one (51) percent of the receipts of such business shall come from the sale of food. To be included in the tabulation of receipts for the purpose of this calculation, are all receipts of all persons laboring on the premises, including the services of all independent contractors, performers, servers, entertainers, or other non-employee personnel not to include, however, persons who are called to the premises from other licensed businesses to perform services, repairs or construction on equipment or building premises. The calculation of receipts for alcoholic beverages shall be made pursuant to the regulations contained in this chapter. All restaurants shall submit quarterly reports to the city clerk as required by this chapter. Such reports shall clearly indicate the sales receipts of the restaurant for food and the sales receipts for alcoholic beverages. The report shall be post marked on or before the last day of the calendar month after the calendar quarter. For the purposes of reporting, food shall be defined as all edible substances appropriate for human consumption as determined by the health department inspecting the city's restaurants and lounges as sold or provided to the public in a restaurant as defined in the Code. Food shall not be construed to include olives, cherries, limes, lemons, salt, pepper, pineapples, celery, tomato juice, or any other fruit, vegetable or dairy product such as ice cream, cream, yogurt, milk or soft drinks, water, tonic water, other non-alcoholic carbonated or non-carbonated beverages when such items are used in alcoholic beverages or mixed drink as a essential part of the beverage, mixed drink, or as a garnish thereon.
- (d) If a restaurant fails to report food sales receipts of at least fifty-one (51) percent as calculated herein and as defined herein after one-quarter ($\frac{1}{4}$) of a calendar year of reporting such failure shall be considered cause for suspension, probation, revocation or other appropriate action under this chapter.
- (e) The reports described herein shall be in a form recognized by certified public accountants and shall utilize common and generally recognized accounting principles and shall be submitted under oath. Those submitting the reports shall be prosecuted for fraudulent statements under O.C.G.A. § 16-10-20 by a court of competent jurisdiction, if such reports are not true.
- (f) Suspension, probations, revocations, or other actions based solely on food sales receipts will not occur until after three months receipts have been submitted. However, nothing in this section shall prohibit actions under this chapter or for other violations of local ordinances or state or federal law.

(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12)

CITY OF CLARKSTON

ITEM NO: H7

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: June 22, 2021

SUBJECT: Adopt Resolution Authorizing, Among Other Things, the Issuance and Sale of a Tax Anticipation Note in the Principal Amount of \$500,000

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 14

INFORMATION CONTACT: Robin Gomez
PHONE NUMBER: 404-296-6489 ext. 411

PURPOSE: To consider adopting the attached Resolution Authorizing, Among Other Things, the Issuance and Sale of a Tax Anticipation Note in the Principal Amount of \$500,000

NEED/ IMPACT: The City of Clarkston will receive approximately 60% of our total anticipated revenue for fiscal year 2021 between the months of September and December. The majority of this revenue comes from property taxes, insurance premium payments and municipal court fines. The bulk of this revenue; property taxes and insurance premium payments, is received during the months of September, October and November.

The City recently received the final 2021 tax digest. While we will not receive property taxes until later this year, we have to generate additional available cash flow to cover our payrolls and other budgeted expenditures over the summer months. The use and subsequent reduction in surplus available cash on hand will result in a temporary cash flow problem during the months from August through September if not addressed. (2021 tax proceeds will be remitted from Dekalb County beginning the end of September through November). We have prepared a detailed schedule of monthly cash flow projections for the remainder of 2021 and expect our deficit balance in operating cash to be approximately \$88,000 at the middle of August 2021 and topping out with a deficit balance of \$500,000 by the end of September 2021.

Given that tax proceeds are not received until the 4th quarter of the fiscal year within which they are budgeted, this fiscal reality is not unusual. Many Georgia counties and municipalities take advantage of a State Law that authorizes the issuance of a Tax Anticipation Note (TAN), which will allow borrowing funds sufficient to cover the temporary cash flow deficit. Funds borrowed must be repaid in full prior to December 31st of each year.

Staff has received a quote from BB&T/Truist Bank for the issuance of a Tax Anticipation Note in the amount of \$500,000 with an interest rate of 2.09% and an anticipated closing date of July 15, 2021. This is a short term loan with full payment due of principal and interest on December 31, 2021. The interest

rate charged on the principal balance will be 2.09% annually amortized over 168 days. Accordingly, the interest payments to BB&T will be approximately \$4,810. Additionally, issuance of a TAN requires preparation of the TAN resolution and other associated legal documents by a bond attorney. The fee for the bond attorney will be \$5,000.

RECOMMENDATIONS: Staff recommends the City Council adopt the attached Tax Anticipation Note Resolution and associated documents.

RESOLUTION
AUTHORIZING, AMONG OTHER THINGS,
THE ISSUANCE AND SALE OF A TAX ANTICIPATION NOTE
IN THE AMOUNT OF \$500,000

WHEREAS, the City of Clarkston, Georgia (the “Issuer”) is a municipal corporation of the State of Georgia, duly created and existing under and by virtue of the Constitution and laws of the State of Georgia; and

WHEREAS, the City Council of the City of Clarkston, Georgia (the “Governing Body”) has determined that it is in the best interest of the Issuer to borrow money to pay current expenses for calendar year 2021 in anticipation of the receipt of taxes levied or to be levied for the General Fund; and

WHEREAS, the Issuer is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated to borrow money to pay current expenses during any calendar year and to evidence such borrowing by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

WHEREAS, the Issuer proposes to issue a Tax Anticipation Note in the principal amount of \$500,000 (the “Note”) to pay the current expenses of the Issuer;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer and it is hereby resolved by authority of the same, as follows:

Section 1. Findings. The Governing Body hereby finds and determines as follows: (a) the principal amount of the Note and any other outstanding temporary loans do not exceed 75% of the total gross income from taxes collected by the Issuer in calendar year 2020 for the General Fund; (b) the principal amount of the Note, together with other contracts, notes, warrants or obligations of the Issuer for current expenses payable from the General Fund, do not exceed the total anticipated tax revenues of the Issuer for the General Fund for calendar year 2021; (c) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2020 or any prior calendar year remains unpaid as of the date hereof; and (d) a need exists for the Issuer to borrow \$500,000 to pay current expenses of the Issuer in calendar year 2021 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2021.

Section 2. Authorization of Note; Terms and Execution. There is hereby authorized to be issued a tax anticipation note of the Issuer in the principal amount of \$500,000 which shall be designated “City of Clarkston, Georgia Tax Anticipation Note, 2021” (the “Note”). The Note shall be dated as of the date of delivery thereof to the purchaser, shall bear interest at the rate of interest set forth therein as provided in the form of the Note attached hereto as Exhibit A and shall be issued in registered form. Both principal and interest shall be payable in lawful money of the United States of America by wire transfer to the person who is the registered owner on December 15, 2021 without the presentation or surrender of the Note, except

that upon written request of the Issuer made concurrently with or reasonably promptly after payment in full of the Note, the registered owner thereof shall surrender the Note for cancellation, reasonably promptly after any such request, to the Issuer, and shall be payable as to principal and interest. The Note shall mature and together with accrued interest shall be payable on December 31, 2021. The Note may be prepaid in whole prior to maturity, without premium, in an amount equal to par plus accrued interest. The Note shall be executed by the Mayor, and shall be attested to by the City Clerk, and the seal shall be impressed thereon. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be a valid Note obligation of the Issuer and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the Issuer when the Note shall be actually delivered.

Section 3. Approval of Form of Note. The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A subject to such minor changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery of the Note shall be conclusive evidence of such approval.

Section 4. Tax Revenues Used to Repay Note. The Issuer agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the Issuer from taxes levied or to be levied for calendar year 2021 for the General Fund and other funds available for such purpose. The indebtedness evidenced by the Note is a general obligation of the Issuer, and the full faith and credit of the Issuer have been and hereby are irrevocably pledged to secure the payment of the principal of and interest on this Note.

Section 5. Authentication of Note. The Note as originally issued and each Note issued in connection with a registration of transfer shall have endorsed thereon a certificate of authentication substantially in the form set forth in the Note. The Note shall not be deemed to be validly issued hereunder unless it contains such certificate of authentication.

Section 6. Registered Owner. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 7. Tax Covenants and Representations. The Note is being issued by the Issuer for the governmental purpose of providing funds for the current expenses of the Issuer for the year 2021, in compliance with the conditions necessary for the interest income on the Note to be excludable from gross income for federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). It is the intention of the Issuer that the interest on the Note be and remain excludable from gross income for federal income tax purposes, and, to that end, the Issuer hereby covenants with the holder of the Note, as follows:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Note under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action in a way that would cause the Note to be (i) a “private activity bond” within the meaning of Section 141 of the Code, (ii) an obligation which is “federally guaranteed” within the meaning of Section 149 of the Code or (iii) a “hedge bond” within the meaning of Section 149 of the Code.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action that would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(d) It will cause to be completed and filed with the Internal Revenue Service the information required by Section 149(e) of the Code (Treasury Form 8038-G) simultaneously with the issuance of the Note.

Section 8. General Authority. From and after the date of adoption of this Resolution, any member of the Governing Body and the officers of the Issuer are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Note. All actions of the Governing Body, officers or agents of the Issuer taken in connection therewith prior to the date hereof are hereby ratified and confirmed. If the City Clerk shall not be able to execute the documents herein authorized, the Assistant City Clerk is hereby authorized to execute the documents on behalf of the City.

Section 9. Sale of Note. The sale of the Note to Truist Bank, a North Carolina banking corporation, at a purchase price of par, is hereby approved.

Section 10. Tax Levy for Payment of Note. For the purpose of providing funds for the payment of the principal of and interest on the Note, there shall be and hereby is assessed and levied and there shall hereafter be collected a direct tax upon all real and personal property now or hereafter subject to taxation within the Issuer, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Said sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due on the Note, and the provisions to meet the requirements of this Resolution shall hereafter be made in due time and manner so that the Note, including both principal and interest, shall be fully paid at maturity.

Section 11. Bank Qualification. The Issuer hereby designates the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

Section 12. Contract. The provisions, terms, and conditions of this Resolution will constitute a contract by and between the Issuer and the holder of the Note. After the issuance of the Note, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the holder of the Note.

Section 13. Financial Covenants. The City shall furnish the registered owner of the Note the annual audited financial statements of the City for the fiscal year ended December 31, 2020 as soon as they are available, but no later than 270 days after the end of such fiscal year.

Section 14. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this Resolution shall be, and they are, to the extent of such conflict, hereby repealed.

Adopted by the Governing Body of the Issuer on 29th day of June, 2021.

CITY OF CLARKSTON, GEORGIA

(SEAL)

By: _____
Mayor Beverly H. Burks

Attest:

City Clerk

UNITED STATES OF AMERICA

STATE OF GEORGIA

CITY OF CLARKSTON, GEORGIA
TAX ANTICIPATION NOTE,
2021

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Date of Issue</u>
December 31, 2021	\$500,000	July 15, 2021

KNOW ALL MEN BY THESE PRESENTS: CITY OF CLARKSTON, GEORGIA, a municipal corporation of the State of Georgia (the “Issuer”), for value received, hereby promises to pay to Truist Bank or its successors or assigns (the “Bank”), (a) the sum of \$500,000 and (b) interest on such sum at the Stated Rate (as defined below), calculated on the basis of a 360-day year comprised of twelve 30-day months, in immediately available funds, on the Maturity Date set forth above.

Both principal hereof and interest are payable in lawful money of the United States of America. The Issuer also promises to pay any and all amounts owed by the Issuer as arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and any amounts expended by any owner of this Note in connection with the collection of amounts owed hereunder, including, but not limited to attorney fees.

This Note is authorized by a resolution (the “Resolution”) duly adopted by the Mayor and City Council of the City of Clarkston, Georgia (the “Governing Body”) of the Issuer on June 29, 2021 (the “Note Resolution”), in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of making a temporary loan to pay current expenses of the Issuer in calendar year 2021.

Upon the occurrence of a Determination of Taxability, then, from and after the Date of Taxability, the interest rate used to calculate interest on the Note shall be the Taxable Rate, as defined below. After a Determination of Taxability and upon demand of the owner or any prior owner of the Note, the Issuer shall pay to such owner or prior owner such additional amount as shall be necessary to provide, together with interest received at the Stated Rate, an equivalent amount as if interest on the Note shall have been payable at the Taxable Rate from the Date of Taxability.

Upon the occurrence of a Determination of Non-Bank Qualified Status, then, from and after the Date of Non-Bank Qualified Status, the interest rate used to calculate interest on the Note shall be the Non-Bank Qualified Rate, as defined below. After a Determination of Non-Bank Qualified Status and upon demand of the owner or any prior owner of the Note, the Issuer shall pay to such owner or prior owner such additional amount as shall be necessary to provide,

together with interest received at the Stated Rate, an equivalent amount as if interest on the Note shall have been payable at the Non-Bank Qualified Rate from the Date of Non-Bank Qualified Status.

Upon a Determination of Taxability or a Determination of Non-Bank Qualified Status, the Issuer shall also pay to such owner or to any prior owner upon demand of such owner or prior owner any taxes, interest, penalties or other charges assessed against or payable by such owner or prior owner and attributable to such Determination of Taxability or such Determination of Non-Bank Qualified Status and all reasonable administrative, out-of-pocket and other expenses incurred by such owner or prior owner that are attributable to such event, including, without limitation, the costs incurred by such owner or prior owner to amend any of its tax returns, notwithstanding the repayment of the entire principal amount of the Note or any transfer or assignment of the Note.

The following terms shall have the following meanings in this Note unless the context otherwise requires:

“Date of Non-Bank Qualified Status” shall mean the earliest date as of which the Note was not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code (or any successor provision) pursuant to a Determination of Non-Bank Qualified Status.

“Date of Taxability” shall mean the earliest date as of which interest on the Note shall have been determined to be includable in the gross income of any owner or prior owner of the Note as a result of a Determination of Taxability.

“Determination of Non-Bank Qualified Status” shall mean any determination by the Internal Revenue Service, any federal administrative agency, any court or by the owner based upon a written opinion of nationally recognized bond counsel that the Note is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code (or any successor provision).

“Determination of Taxability” shall mean and shall be deemed to have occurred on the first to occur of the following:

(a) on that date when the Issuer files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when the Issuer shall be advised in writing by the Commissioner or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Issuer, or upon any review or audit of the Issuer or upon any other ground whatsoever, an Event of Taxability shall have occurred; and

(c) on that date when the Issuer shall receive notice from any owner or prior owner that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as

includable in the gross income of such owner or any prior owner the interest on the Note paid to such owner or prior owner due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under clauses (b) or (c) above in the definition of Determination of Taxability unless the Issuer has been afforded the opportunity, at its expense, to contest any such assessment; and provided further that no Determination of Taxability shall occur until such contest, if made, has been finally determined; and provided further that upon demand from the owner or any prior owner, the Issuer shall immediately reimburse such owner or prior owner for any payments such owner (or any prior owner) shall be obligated to make as a result of the Determination of Taxability during any such contest.

“Event of Taxability” shall mean a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Issuer, or the failure to take any action by the Issuer, or the making by the Issuer of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Note) which has the effect of causing interest paid or payable on the Note to become includable, in whole or in part, in the gross income of the owner or any prior owner for federal income tax purposes.

“Non-Bank Qualified Rate” shall mean a rate of interest per annum equal to 2.11%.

“Stated Rate” shall mean a rate of interest per annum equal to 2.09%.

“Taxable Rate” shall mean a rate of interest per annum equal to 2.66%.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund in calendar year 2021. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the Issuer in calendar year 2020 and does not exceed, together with other contracts, notes, warrants and obligations of the Issuer for calendar year 2021 payable from the General Fund, the total anticipated revenues from taxes of the Issuer for the General Fund for calendar year 2021. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2020 or any prior calendar year remains unpaid.

This Note may be prepaid in whole prior to maturity, without premium, in an amount equal to par plus accrued interest.

The indebtedness evidenced by this Note is a general obligation of the Issuer, and the full faith, credit and taxing power of the Issuer have been pledged to secure the payment of the principal of and interest on this Note.

The Issuer hereby waives demand, protest, notice of demand, protest and nonpayment and any other notice, required by law relative hereto.

The Issuer represents and warrants to the Bank that:

(a) The Issuer is a municipal corporation duly created and existing under the laws of the State of Georgia with the power and authority to execute this Note.

(b) The proceeds of the loan evidenced by this Note will be used for the operations of the Issuer.

(c) The execution and delivery of, and the performance of the obligations and agreements of the Issuer set forth or referred to in this Note have been duly authorized by all necessary proceedings.

(d) There is no action, suit or proceeding pending or, to the best knowledge of the Issuer, threatened against or affecting the Issuer before any court, governmental department, commission, board or other federal, state, Issuer, municipal or other instrumentality, agency or authority which might adversely affect the power or authority of the Issuer or the ability of the Issuer to perform its obligations set forth or referred to in this Note.

(e) All authorizations, consents, approvals and findings of governmental bodies or agencies required of the Issuer in connection with the (i) execution and delivery of this Note, (ii) adoption of the Note Resolution and (iii) consummation of the transactions contemplated by this Note and the Note Resolution have been obtained and are in full force and effect. The Note Resolution has not been modified or rescinded and is in full force and effect.

(f) The execution and delivery of, and the performance of the obligations and agreements set forth or referred to in this Note, will not conflict with or constitute a violation or a default under any constitutional provision, statute, indenture, mortgage, lease, resolution, or other agreement or instrument, to which the Issuer is a party or by which it is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or its activities or properties.

(g) The adoption of the Note Resolution occurred at a meeting held after due and reasonable public notice given in accordance with the Issuer's procedures and the provisions of law, which was open to the public and at which a quorum was present and acting throughout, and said actions appear of public record in the minute books of the Issuer.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the Issuer will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon; and that this Note, together with all other

indebtedness of the Issuer, is within every debt or other limit provided by the Constitution and laws of the State of Georgia.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Note Resolution.

IN WITNESS WHEREOF, the Issuer acting by and through its Governing Body, has caused this Note to be executed in its name by the manual signature of the Mayor, and attested by the manual signature of the City Clerk and the seal of the Issuer to be impressed or imprinted hereon, all as of the date of original issue as shown above.

CITY OF CLARKSTON, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within mentioned authorizing resolution of the Mayor and City Council of the City of Clarkston, Georgia adopted on June 29, 2021, and is hereby authenticated.

CITY OF CLARKSTON, GEORGIA

By: _____
Mayor

Date of Authentication: July 15, 2021

* * * * *

CITY CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Clarkston, Georgia Tax Anticipation Note, 2021 in the principal amount of \$500,000, which resolution was duly adopted at a meeting of the governing body (the "Governing Body") of the City of Clarkston, Georgia which was duly called and assembled on June 29, 2021, which was open to the public, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body, this 29th day of June, 2021.

(SEAL)

City Clerk



Governmental Finance

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Phone (704) 954-1700
Fax (704) 954-1799

June 14, 2021

Mr. Dan Defnall
Finance Director
City of Clarkston, Georgia

Via Electronic Mail: ddefnall@cityofclarkston.com;

Dear Dan:

Truist Bank (“Lender”) is pleased to offer this proposal for the financing requested by the City of Clarkston, Georgia (“Borrower”).

PROJECT: Tax Anticipation Note, Series 2021 (the “Note”)

AMOUNT: \$500,000.00

MATURITY DATE: December 31, 2021

INTEREST RATE: 2.09%

TAX STATUS: Tax Exempt-BQ

PAYMENTS: Interest: At Maturity
Principal: At Maturity

INTEREST RATE CALCULATION: 30/360

SECURITY: The Note will be secured by the Borrower’s full faith and credit and unlimited tax authority.

PREPAYMENT TERMS: Callable in whole at par at any time

RATE EXPIRATION: July 26, 2021

LEGAL REVIEW FEE: \$0

FUNDING: The financing shall be fully funded at closing and allow for a maximum of four (4) funding disbursements in the form of wires or checks.

DOCUMENTATION: It will be the responsibility of the Borrower to retain and compensate counsel to appropriately structure the financing documents according to federal and state statutes. Documents will include provisions that outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Code. These provisions must be acceptable to Lender.

Lender will require the Borrower to provide an unqualified bond counsel opinion addressed to Lender (or a reliance letter), a no litigation certificate dated as of the date of funding, and evidence of IRS Form 8038 filing. Additionally, the Borrower will be required to execute a wire transfer agreement. Lender reserves the right to review and approve all documentation before closing. Lender will not be required to present the Note in order to receive payment.

REPORTING

REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year end throughout the term of the financing or in accordance with state requirements.

Lender will have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow less than \$10,000,000 in the current calendar year and that the financing will be bank qualified and tax exempt under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not bank qualified and tax exempt.

We appreciate the opportunity to offer this financing proposal. Please call me at (704) 607-6985 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank



Mary Parrish Coley
Senior Vice President

CITY OF CLARKSTON

ITEM NO: H8

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: JUNE 22, 2021

SUBJECT: Discuss Repealing City Ordinance No 464, Requiring the Use of Masks or Face Coverings in Public During the COVID-19 Pandemic

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 7

INFORMATION CONTACT: JAMIE CARROLL,
MARK PERKINS
PHONE NUMBER: 678.409.9683

PURPOSE:

Discuss repealing City Ordinance City Ordinance No 464, Requiring the Use of Masks or Face Coverings in Public During the COVID-19 Pandemic

NEED/IMPACT:

City Council to discuss repealing the enclosed City Ordinance adopted on March 2, 2021, that required all to wear a mask or face covering while indoors at public places including restaurants (while not at table eating), retail stores, grocery stores, etc., and outdoors in which unrelated individuals could not maintain at least a six (6) feet distance.

The March 2, 2021, ordinance replaced the original emergency resolution, 2020-022, requiring the use of masks or face coverings while in public.

RECOMMENDATION:

None by staff.

ORDINANCE NO. 464

**AN ORDINANCE BY THE CLARKSTON CITY COUNCIL
REQUIRING THE USE OF MASKS OR FACE COVERINGS
IN PUBLIC DURING THE COVID-19 PANDEMIC.**

WHEREAS, the COVID-19 pandemic remains ongoing and over 500,000 Americans have died from COVID-19; and

WHEREAS, the presence of community spread in Georgia and DeKalb County has been confirmed; and

WHEREAS, on March 14, 2020, Governor Brian Kemp declared that a public health emergency exists in the State of Georgia due to the spread of COVID-19 within Georgia and has “strongly encouraged” all Georgia residents and visitors to wear masks; and

WHEREAS, COVID-19 is a respiratory illness, transmitted through person-to-person contact or by contact with surfaces contaminated with the virus and persons infected with COVID-19 may become symptomatic two to fourteen days after exposure; and

WHEREAS, asymptomatic (including presymptomatic) infected persons are infectious and, without mitigation, the current estimate is that 40%-80% of infections occur from individuals without symptoms; and

WHEREAS, respiratory droplets from infected persons are a major mode of COVID-19 transmission. This understanding is the basis of the recommendations for physical distancing, and of the personal protective equipment guidance for healthcare workers. Droplets do not only come from coughing or sneezing; droplets are generated via talking and breathing; and

WHEREAS, there is scientific consensus that the use of face coverings reduces the transmissibility per contact by reducing transmission of infected droplets; and

WHEREAS, guidelines published by the U.S. Centers for Disease Control (CDC) recommend that all people wear cloth face coverings in public settings where other physical distancing measures may be difficult to maintain. CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others; and

WHEREAS, decreased transmissibility due to face covering use could substantially reduce the death toll and economic impact while the cost of the intervention is low; and

WHEREAS, the posting of prominent signage at public places plays an important role in reminding persons to wear a face covering; and

WHEREAS, the Charter of the City of Clarkston (Section 1.03, subsections (l), (n) and (w)) grants to the City Council the power to protect the safety, health, and welfare of the public by prohibiting conduct detrimental to public health.

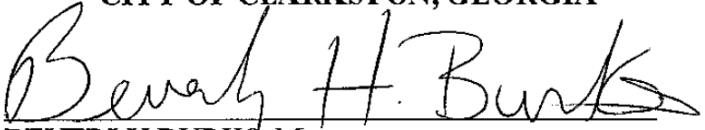
NOW THEREFORE, BE IT ORDAINED by the Clarkston City Council as follows:

- 1.) Face Covering Required in Public Places. While indoors, all customers, employees and other users of restaurants, retail stores, grocery stores and all other public places shall wear a mask or face covering that covers the mouth and nose.
- 2.) Signs Required at Entrances to Public Places. The City Manager is hereby directed to create signs for every public place in the City and provide such signs to be posted at every public place in the City by its owner or manager. Such signs shall include an illustration depicting the proper way to wear a mask (with nose and mouth covered), state "MASKS REQUIRED BY CITY ORDINANCE", and further state the following, depending on the nature of the business or public place:
 - a. *If the business serves food or drink*, the sign shall further state "WHEN NOT SEATED AT TABLE"
 - b. *For all other public places*, the sign shall further state "AT ALL TIMES".
- 3.) Use of Face Coverings Outdoors. All persons shall wear a mask or face covering while outdoors in an environment in which people who do not reside in the same household cannot maintain at least six feet of physical distance from one another (as recommended by the CDC).
- 4.) Reasonable exceptions to the use of face coverings are permitted for:
 - Children under the age of ten (10)
 - People who cannot wear face coverings due to documented medical or behavioral conditions
 - People whose religious beliefs prevent them from wearing a face covering
 - While eating or drinking
 - When complying with the directions of a law enforcement officer or for the purposes of verifying a person's identity
- 5.) Enforcement. The City Manager and his designee(s), including the Police Department, shall enforce this ordinance as follows:
 - a. any person found to be in violation of this ordinance shall first be given a warning and an opportunity to put on a mask or leave the public area;
 - b. the City Manager or designee shall offer the person a mask in connection with providing the warning required by (a);
 - c. if the person violating this ordinance refuses to comply after being given a warning and offered a mask, then he or she shall be issued a citation.
 - d. a person convicted of violating this ordinance shall be assessed a fine of Twenty-Five Dollars (\$25.00) by the Municipal Court.

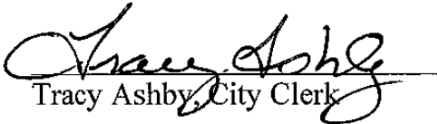
- 6.) This ordinance shall be effective immediately and shall remain in effect until January 1, 2022, unless repealed, modified or extended by further action of the City Council.

SO ORDAINED, this 2nd day of March, 2021.

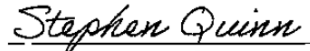
**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**


BEVERLY BURKS, Mayor

ATTEST:


Tracy Ashby, City Clerk

Approved as to Form:


Stephen G. Quinn
Clarkston City Attorney

RESOLUTION 2020-022

AN EMERGENCY RESOLUTION BY THE CLARKSTON CITY COUNCIL REQUIRING THE USE OF MASKS OR FACE COVERINGS IN PUBLIC DURING THE COVID-19 OUTBREAK

WHEREAS, there are 97,064 confirmed cases of COVID-19 in Georgia as of July 6, 2020, and 7,050 confirmed cases of COVID-19 in DeKalb County as of July 6, 2020; and,

WHEREAS, the presence of community spread in Georgia and DeKalb County has been confirmed and it is expected that substantially more cases will be diagnosed in Georgia and DeKalb County during the COVID-19 outbreak; and,

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic as of March 11, 2020; and,

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency in response to the outbreak of COVID-19; and,

WHEREAS, on March 14, 2020, Governor Brian Kemp declared that a public health emergency exists in the State of Georgia due to the spread of COVID-19 within Georgia and has “strongly encouraged” all Georgia residents and visitors to wear masks; and,

WHEREAS, a significant number of Georgia residents are at risk of serious health complications, including death, from COVID-19; and,

WHEREAS, a large number of persons with serious infections can compromise the ability of the healthcare system in DeKalb County to deliver necessary care to the public; and,

WHEREAS, COVID-19 is a respiratory illness, transmitted through person-to-person contact or by contact with surfaces contaminated with the virus and persons infected with COVID-19 may become symptomatic two to fourteen days after exposure; and,

WHEREAS, asymptomatic (including presymptomatic) infected persons are infectious and, without mitigation, the current estimate is that 40%-80% of infections occur from individuals without symptoms; and,

WHEREAS, respiratory droplets from infected persons are a major mode of COVID-19 transmission. This understanding is the basis of the recommendations for physical distancing, and of the personal protective equipment guidance for healthcare workers. Droplets do not only come from coughing or sneezing; droplets are generated via talking and breathing; and,

WHEREAS, evidence indicates that the use of face coverings reduces the transmissibility per contact by reducing transmission of infected droplets in both laboratory and clinical contexts. Public face covering wearing is most effective at stopping the spread of the virus when compliance is high. This evidence supports the conclusion that the adoption of more widespread face

covering requirements can help to control the COVID-19 epidemic by reducing the shedding of droplets into the environment from asymptomatic individuals; and,

WHEREAS, guidelines published by the U.S. Centers for Disease Control (CDC) recommend that all people wear cloth face coverings in public settings where other physical distancing measures may be difficult to maintain. CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others; and,

WHEREAS, decreased transmissibility due to face covering use could substantially reduce the death toll and economic impact while the cost of the intervention is low; and,

WHEREAS, as of July 7, 2020 orders requiring face coverings in total or in part are already in place state-wide in at least twenty-one (21) states and in many local communities in the United States; and

WHEREAS, the Charter of the City of Clarkston (Section 1.03, subsections (l), (n) and (w)) grants to the City Council the power to protect the safety, health, and welfare of the public by prohibiting conduct detrimental to public health.

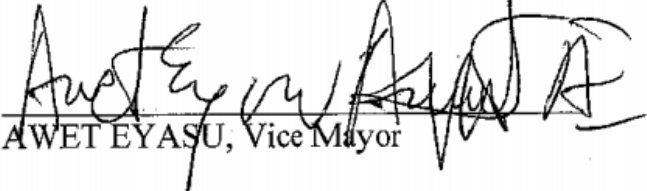
NOW THEREFORE, in a public and specially called emergency meeting, authorized pursuant to O.C.G.A. § 51-14-1(g), the Clarkston City Council hereby resolves and declares as follows:

- 1.) Face Covering Required in Public Places. While indoors, all customers, employees and other users of restaurants, retail stores, grocery stores and all other public places shall wear a mask or face covering.
- 2.) Use of Face Coverings Outdoors. All persons shall wear a mask or face covering while outdoors in an environment in which people who do not reside in the same household cannot maintain at least six feet of physical distance from one another (as recommended by the CDC).
- 3.) Reasonable exceptions to the use of face coverings are permitted for:
 - Children under the age of five (5)
 - People who cannot wear face coverings due to documented medical or behavioral conditions
 - While eating or drinking
 - When complying with the directions of a law enforcement officer or for the purposes of verifying a person's identity
- 4.) Enforcement. The City Manager and his designee(s) shall enforce this ordinance as follows:
 - a. any person found to be in violation of this resolution shall first be given a warning and an opportunity to put on a mask or leave the public area;

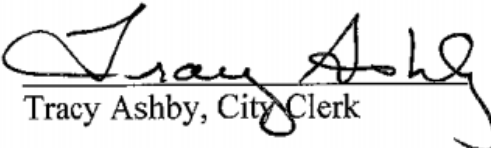
- b. the City Manager or designee shall offer the person a mask in connection with providing the warning required by (a);
 - c. if the person violating this resolution refuses to comply with this resolution after being given a warning and offered a mask, then he or she shall be issued a citation.
 - d. a person convicted of violating this resolution shall be assessed a fine of Twenty Five Dollars (\$25.00) by the Municipal Court.
- 5.) This resolution shall be effective immediately and shall remain in effect until revised or repealed by further action of the City Council.

SO RESOLVED, this 21st day of July, 2020.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**


AWET EYASU, Vice Mayor

ATTEST:


Tracy Ashby, City Clerk

Approved as to Form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: H9

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
DISCUSSION

MEETING DATE: JUNE 22, 2021

SUBJECT: Discuss Council Creating a Business & Economic Development Council Standing Advisory Committee

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Mark Perkins, Jamie Carroll
PHONE NUMBER: 678.409.9683

PURPOSE:

Council to discuss creating a Business & Economic Development Council Standing Advisory Committee

NEED/ IMPACT:

The Business & Economic Development Committee would review and discuss matters pertaining to Clarkston businesses, business owners, and entrepreneurs. This includes evaluating and developing proposals for improvements to policy and processes that impact businesses, planning and organizing events that improve the well-being of businesses, promoting practices that build and sustain healthy relationships between businesses, the city, and residents.

Councilman Mark Perkins would like to chair this SAC upon Council approval.

RECOMMENDATION:

N/A