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*Mayor Beverly H. Burks*

*Councilmembers:*

*Debra Johnson-Vice Mayor*

*Susan Hood*

*Yterenickia Bell*

*Mark Perkins*

*Jamie Carroll*

*Tammi Saddler Jones, Interim City Manager*

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## **CITY COUNCIL MEETING AGENDA**

**TUESDAY, OCTOBER 1, 2024 - 7:00PM**  
**IN-PERSON/ HYBRID**

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### **1. CALL TO ORDER**

### **2. ROLL CALL**

### **3. PRESENTATION/ ADMINISTRATIVE BUSINESS**

A. To approve the following meeting minutes:

- 09/03/2024 – City Council Meeting
- 09/24/2024 – City Council Work Session Meeting

B. Report from State Senator Kim Jackson and State Representative Karla Drenner on the 2025 Legislative Session.

### **4. REPORTS**

- A. Equity, Diversity and Inclusion Report
- B. City Manager's Report
- C. City Attorney's Report
- D. Council Remarks
- E. Mayor's Report

### **5. PUBLIC COMMENTS**

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

### **6. OLD BUSINESS**

- A. To consider adopting an ordinance to allow grandfathered retail licenses to sell beer, wine, malt beverage and distilled spirits to be transferred or granted to a new qualified licensee at the same location in connection with a change in ownership.
- B. To consider for approval an alcohol license application for Mansi 7311, LLC d/b/a Lulu's Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021.
- C. To consider adopting a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of the SPLOST II Fund.
- D. To consider adopting 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.



**7. CONSENT AGENDA**

- A.** To refer the review of committees, councils, and task forces to the Interim City Manager, Tammi Saddler Jones to provide a recommendation in 60 days regarding relevant resolutions to the Council of which entities are still necessary for the city's goals.
- B.** To consider adopting an ordinance approving deannexation of Parcel 18 095 09 008, also known as 1078 Nielson Dr., Clarkston, GA 30021.
- C.** To consider for approval an alcohol license application for DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ for restaurant retail on-premises consumption located at 4540 E Ponce de Leon Ave., Clarkston, GA 30021.
- D.** To consider adopting a resolution to repeal the City's non-detainer policy and to require the Clarkston Police Department to cooperate with Federal authorities pursuant to O.C.G.A. §35-1-17.

**8. NEW BUSINESS**

- A.** To consider adopting a resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST II) Bond for \$7,000,000 with Webster Bank.

**9. ADJOURNMENT**

**PUBLIC PARTICIPATION BY VIDEO CONFERENCE**

**The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, October 1, 2024. The public may participate in the meeting in-person or by using the following information below:**

**Register in advance for this webinar:**

**[https://us02web.zoom.us/webinar/register/WN\\_3abs2cFpQOCNpR7rDXHqbA](https://us02web.zoom.us/webinar/register/WN_3abs2cFpQOCNpR7rDXHqbA)**

**After registering, you will receive a confirmation email containing information about joining the webinar.**

MINUTES OF A REGULAR MEETING  
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA  
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO  
IN SAID CITY ON TUESDARY, SEPTEMBER 3, 2024

On the 3<sup>rd</sup> day of September 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Lisa Cameron (Planning and Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

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

2. ROLL CALL

All Councilmembers were present.

Councilmember Perkins made a motion to remove Item 3A. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

To approve minutes the following meetings:

- A. 05/28/2024 – City Council Work Session Meeting
- B. 08/08/2024 – City Council Meeting
- C. 08/27/2024 – City Council Work Session Meeting

Councilmember Hood made a motion to approve the 08/08/2024 City Council Meeting minutes and the 08/27/2024 City Council Work Session Meeting minutes. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

4. REPORTS

A. Planning/Economic and Development Report.

- The Downtown Development Authority & Historic Preservation Commission toured designated areas in the city.

B. City Manager's Report

- Introduced the new Director of Human Resources/ Risk Management, Dr, Dwight Baker.

- Reviewed the City Manager contract log.
  - Announced Clarkston Food Giveaway on September 7<sup>th</sup> at Tahoe Village Shopping Center
  - Volunteers needed for October 26<sup>th</sup> Trunk or Treat event
  - Announcement of budget meetings starting next week with Mayor and City Council
  - Report on mosquito trap conducted by Dekalb County Board of Health and one report of the West Nile virus in the county
  - Information announced to make citizens aware of “Connect with Clarkston”
- C. City Attorney’s Report
- Update on the 2024 Legislative Session General Assembly.
- D. Council Remarks
- The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.
- E. Mayor’s Report
- Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.

5. PUBLIC COMMENTS

The following citizen presented public comments: Dean Moore.

6. OLD BUSINESS

- A. To consider a resolution confirming the 2024 SPLOST II Resurfacing Project List.

Councilmember Bell made a motion to approve a resolution confirming the 2024 SPLOST II Resurfacing Projects: Casa Woods Lane (west); Casa Wood Lane (east); Lovejoy Street; and Orchard Street in an amount of \$105,000. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

7. CONSENT AGENDA

- A. To consider a resolution committing matching funds in the event that the city is awarded the Atlanta United GA 100 Pitch Grant to fund the installation of lights at the Milam Park Soccer field in the amount of \$100,000 to be funded out of SPLOST II.
- B. To consider a resolution committing matching funds to the proposed projects for the 2023 and 2024 Local Maintenance & Improvement Grant (LMIG) funding in the amount of \$61,332.95 to be funded out of SPLOST II.
- C. To consider a resolution committing matching funds for the Infrastructure Investment Jobs Act (IIJA) “Safe Streets For All” (SS4A) Transportation Planning Grant in the amount of \$250,000 to be funded out of SPLOST II.

Councilmember Perkins made a motion to approve the Consent Agenda. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

8. NEW BUSINESS

- A. To defer a change of ownership alcohol license application for Mansi 7311, LLC d/b/a Lulu's Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021 to the September 24 Work Session and October 1 City Council Meeting.

Councilmember Bell made a motion to defer a change of ownership alcohol license application for Mansi 7311, LLC d/b/a Lulu's Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021 to the September 24 Work Session and October 1 City Council Meeting. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-1). Vice Mayor Johnson voted "no".

- B. To consider a change of ownership alcohol license application for Yetayal Enterprise, LLC d/b/a Ponce Café located at 3652 Market St., Suite C2, Clarkston, GA 30021.

Councilmember Perkins made a motion to approve a change of ownership alcohol license application for Yetayal Enterprise, LLC d/b/a Ponce Café located at 3652 Market St., Suite C2, Clarkston, GA 30021. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

- C. To consider continuation the continuation of the audio-visual services by Ikon Filmworks until November 1, 2024, for the council work sessions, council meetings, and special called meetings in an amount not to exceed \$30,000 to be funded out of Professional Services.

Vice Mayor Johnson made a motion to approve the continuation of the audio-visual services by Ikon Filmworks until November 1, 2024, for the council work sessions, council meetings, and special called meetings in an amount not to exceed \$30,000 to be funded out of Professional Services. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0-1). Councilmember Hood abstained.

- D. To consider appointing a member to fill a vacancy on the Clarkston Historic Preservation Commission.

Councilmember Hood made a motion to appoint Robyn Sands to fill a vacancy on the Clarkston Historic Preservation Commission. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (3-2). Vice Mayor Johnson and Councilmember Bell voted "no".

## 9. ADJOURNMENT

Vice Mayor Johnson made a motion to adjourn. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (5-0).

The meeting adjourned at 8:26 p.m.

ATTEST:

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Tomika R. Mitchell  
City Clerk

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Beverly H. Burks  
Mayor

MINUTES OF A WORK SESSION  
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA  
HELD BY TELECONFERENCE, ZOOM AUDIO/VIDEO  
IN SAID CITY ON TUESDAY, SEPTEMBER 24, 2024

On the 24th day of September 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Yterenickia Bell; Mark Perkins; and Susan Hood. Absent: Jamie Carroll. The following City staff were present: Tammi Saddler Jones (Interim City Manager-virtual); Dan Defnall (Finance Director); Lisa Cameron (Planning and Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER
2. ROLL CALL

Vice Mayor Johnson made a motion to remove Items 6C, 6D, 6E, 6G, 6H, and 6I and defer them to the October 29<sup>th</sup> City Council Work Session. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

Councilmember Hood made a motion to end the September 24, 2024 Work Session at 10:30pm and any agenda item not covered at that time will be deferred to the October 29, 2024 Work Session.

The Council briefly discussed this motion and Councilmember Hood rescinded her motion.

3. PUBLIC COMMENTS
4. PRESENTATION/ ADMINISTRATIVE BUSINESS

Mayor Burks read the Resident Comment Policy.

- A. Presentation by the Historic Preservation Commission on 40 Oaks.

Ashton Walker of the Historic Preservation Commission (HPC) and Lisa Williams of Friends of Forty Oaks (FOFO) presented their Nature Preserve Preservation Plan requesting the City Council to grant more time for the preservation of the Forty Oaks farmhouse. Ms. Williams explained this extension would allow FOFO, in collaboration with the HPC, to raise the necessary funds for preservation and recommended matching funds from the City.

Planning and Economic Development Director, Lisa Cameron informed the City Council of the current Request for Proposal for a master plan for parks and recreation.

Public comments were given by Dean Moore, Johnny Roberts, Debbie Gathmann, Susan Moore, Jean Hilyard, Robyn Sands, and Awet Eyasu.

- B. Presentation of recommendations from the Community Development and Civic Innovation Standing Advisory Committee on City Council Task Forces, Committees, Councils, and Standing Advisory Committees.

Councilmember Perkins gave a brief overview of the item and stated the goal was for the Council to have a conversation to make sure the Council is doing things with clarity and being good stewards of the public's time and city resources. Several circumstances have risen necessitating the review and possible modification of the city's City Council Task Forces, Committees, Councils, and Standing Advisory Committees. He also stated the goal is to streamline the City Council Task Forces, Committees, Councils, and Standing Advisory Committees to show what the functions of each are and make it easy to know who to contact and know what is being asked to do.

## 5. OLD BUSINESS

- A. To discuss the status and appointments to the City Council Task Forces, Committees, Councils, and Standing Advisory Committees.

Councilmember Perkins stated the recommendation from the Community Development & Civic Innovation Standing Advisory Committee is that the City Council refer this matter to our Interim City Manager to review these committees, councils, and task forces and provide recommendations in 60 days regarding relevant resolutions to the Council of which entities are still necessary for the city's goals and helpful community engagement.

Public comments were presented by Dean Moore.

This item will be placed on the Consent Agenda.

- B. To discuss an ordinance approving deannexation of Parcel 18 095 09 008, also known as 1078 Nielson Drive.

City Attorney, Stephen Quinn stated the ordinance before the Council for deannexation of 1078 Nielson Drive was approved earlier this year. There was a recent amendment in the State law concerning deannexation. In 2023, a new law passed by the Georgia General Assembly changing the order of what government entity acts on deannexation first; the County, then the City. This ordinance needs to go through the process again because DeKalb County needed to act before the city but we acted first in this instance. Mr. Quinn stated this was for procedural purposes only.

This item will be placed on the Consent Agenda.



C. To discuss an ordinance to allow, temporarily or permanently, new package alcohol licenses.

City Attorney, Stephen Quinn stated at the last Work Session the Council asked for options if the City were to decide to modify or reverse the existing policy expressing ordinance from 2016, stating there are no new alcohol package alcohol permits available in the city, sale of beer, malt beverage, wine, or distilled spirits. Mr. Quinn presented a brief overview of the history of the current ordinance in place.

Mr. Quinn presented two options: Option (A) to create a grace period, allowing new package alcohol licenses for a temporary amount of time; and Option (B) to reverse the 2016 ordinance to allow package alcohol licenses to be obtained freely.

The Council briefly discussed the item and recommended the creation of Option (C) essentially leaving everything the same, except giving grandfathered licenses the ability to freely transfer licenses indefinitely and change ownership of the license at the same location, applying by October 31, 2024, to be heard at the December 3, 2024, City Council meeting. Mr. Quinn recommended revisiting the ordinance in 2025 possibly to allow relocation of businesses selling alcohol.

Mr. Quinn stated if the Council wants to allow a new license on an existing location for a new business and if the goal is to grant that license, they will need to be changed to allow new package licenses, unless the Council wants to allow it in an unlimited way, a date will need to be included for short-term, which will expire.

This can be accomplished by the City sending a registered letter to all current licensees and develop an information sheet to give to interested business owners and explain it thoroughly.

Public comments were presented by Lisa Morechower, Dean Moore, Jean Hilyard, and Awet Eyasu.

Mr. Quinn will draft Option (C) in an ordinance and bring it back to the next City Council meeting for consideration.

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

D. To discuss an alcohol license application for Mansi 7311, LLC d/b/a Lulu's Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021.

City Clerk, Tomika Mitchell stated the Alcohol Review Committee (ARC) received and reviewed an alcohol license application from owner, Mansi Patel, business name Mansi 7311, LLC for an alcohol license at Lulu's Package to sell Beer/Wine/Malt Beverages and Distilled Spirits for retail package sales. The location to be considered for this alcohol license is 3900 E. Ponce De Leon Ave., Clarkston, GA 30021. The ARC determined all the required inspections, and the required background check was passed, and the location complies with

proximity requirements. This item does fall under the 2016 ordinance discussed in the previous item.

The Council briefly discussed the item.

Lisa Morechower, the representative for Lulu's Package spoke on behalf of the business.

Public comments were presented by Dean Moore.

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

- E. To discuss a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of the SPLOST II Fund.

Purchasing Consultant, Will Moody stated this item was tabled from August and was before Council for assessment or demolition.

The Council briefly discussed the item.

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

- F. To discuss 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.

Councilmember Bell presented a brief overview of this item stating the item was deferred to the Public Safety and Legal Committee by the City Council. The committee held a meeting in July to discuss in detail the next steps in regard to late night sales.

The recommendation from the committee was for Councilmember Bell to consult with Planning & Zoning and the City administration to move forward with the list of the recommendations that were brought forward in regard to late night ordinance and how we govern it, designation of locations of those businesses that have those late night hours and if there should be a tier, and also best practices from other cities. Other recommendations discussed were a possible application process, permit (open for one month period), a two-year trial period (terminated after if not approved by Council), a sworn officer on site, code violation consequences, sound decimal limits, and soundproof components. An updated ordinance will be brought before Council at the next City Council meeting.

The Council briefly discussed the item.

Public comments were presented by Debbie Gathmann and Dean Moore.

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

## 6. NEW BUSINESS

- A. To discuss a resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST II) Bond for \$7,000,000 with Webster Bank.

Doug Gebhardt, First Vice President of Davenport & Company gave a presentation on the Request for Proposal results regarding the Series 2024 SPOLST Bond stating seven proposals were received. Davenport & Company in conjunction with the city staff recommended Webster Bank, with a rate of 3.41% (fixed until final maturity), which was the best choice for the City, due to the proposal having the lowest interest rate, no legal fees / closing costs and prepayment flexibility. The rate offered by Webster is over 1.00% better than our initial planning rate.

The Council briefly discussed the item.

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

- B. To discuss an alcohol license application for DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ for restaurant retail on-premises consumption located at 4540 E Ponce de Leon Ave.

City Clerk, Tomika Mitchell stated Matthew Coggin, owner of DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ located at 4540 E Ponce de Leon Ave., Clarkston, GA 30021 has made application for an alcohol license for Beer/Wine/Malt beverages and Distilled Spirits by the drink at the restaurant DBA Tacos & BBQ. The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified the business license has been issued, all on-site inspections and measurements have been performed, background checks were conducted and passed, and zoning compliance have been performed. The ARC determines this application is in compliance and fulfilled all requirements and recommends approval of this alcohol license application

This item will be placed on the Consent Agenda

Public comments were presented by Mathew Coggin and Dean Moore.

- C. To discuss a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeagan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of \$2,000 per month/ \$24,000 annually, to be funded out of General Fund, effective 1/1/2025.

This item was removed from the agenda and deferred to the October 29<sup>th</sup> Work Session agenda.

- D. To discuss a proposal by Veterans and Community Outreach Foundation of Dekalb County for a "Veterans Memorial Statue" to be erected at the pocket park located at the corner of N. Indian Creek Road and E. Ponce de Leon Ave.

This item was removed from the agenda and deferred to the October 29<sup>th</sup> Work Session agenda.

- E. To discuss a resolution awarding a contract to the most responsive and responsible bidder, IKON Filmworks, for public meeting video recording and related services, for a term of one year in the amount of \$38,400 to be funded out of ARPA Funds, effective 10/2/2024.

This item was removed from the agenda and deferred to the October 29<sup>th</sup> Work Session agenda.

- F. To discuss a resolution to repeal the City’s non-detainer policy and to require the Clarkston Police Department to cooperate with Federal authorities pursuant to O.C.G.A. §35-1-17.

City Attorney, Stephen Quinn gave an overview to the Council providing an update on the the 2024 Georgia General Assembly adopted HB 1105, which has been signed into law, and has amended O.C.G.A. § 35-1-17 to require all Georgia cities to cooperate with ICE and enforce detainer requests and if the city doesn’t they would take away the funding.

Public comments were presented by Dean Moore.

This item will be placed on the Consent Agenda

- G. To discuss a resolution to designate Adleasia Cameron as the “City Planner”.

This item was removed from the agenda and deferred to the October 29<sup>th</sup> Work Session agenda.

- H. To discuss a resolution approving an agreement between the City of Clarkston and AT&T for internet and phone services in the amount of \$46,740 annually, plus a one-time fee of \$5,152 to be funded out of ARPA Funds (*for one year*) and General Fund (*for four years*), effective on or before 11/18/2024.

This item was removed from the agenda and deferred to the October 29<sup>th</sup> Work Session agenda.

- I. To discuss a resolution approving a master subscription agreement between the City of Clarkston and Granicus for SmartGov software in the amount of \$43,076.70 (*1<sup>st</sup> year initial cost*) and \$27,426 (*annually*) to be funded out of the General Fund.

This item was removed from the agenda and deferred to the October 29<sup>th</sup> Work Session agenda.

## 7. ADJOURNMENT

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

The meeting was adjourned at 9:54 p.m.

ATTEST:

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Tomika R. Mitchell  
City Clerk

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Beverly H. Burks  
Mayor



**CITY OF CLARKSTON**

**ITEM NO: 4B**

**WORK SESSION/ CITY COUNCIL MEETING**

**MEETING TYPE:**  
Council Meeting

**AGENDA ITEM SUMMARY SHEET**

**ACTION TYPE:**  
Report

**MEETING DATE: OCTOBER 1, 2024**

**SUBJECT:** Report from State leadership Senator Kim Jackson and Representative Karla Drenner on the bills they passed and a look at the 2025 session.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:**  YES  NO

**ATTACHMENT:**  YES  NO  
**PAGES:**

**PRESENTER CONTACT INFO:** Mayor, Beverly H. Burks  
**PHONE NUMBER:** (404) 296-6489

**PURPOSE:** To receive a report from State leadership Senator Jackson and Representative Drenner on the bills they passed and a look at the 2025 session.

**NEED/ IMPACT:** To understand the bills that were passed and review the 2025 session.

**RECOMMENDATION:** N/A



**CITY OF CLARKSTON**

**ITEM NO: 6A**

**WORK SESSION/ CITY COUNCIL MEETING**

**MEETING TYPE:**  
Council Meeting

**AGENDA ITEM SUMMARY SHEET**

**ACTION TYPE:**  
Approval

**MEETING DATE: OCTOBER 1, 2024**

**SUBJECT:** To consider adopting an ordinance to allow, temporarily or permanently, new package alcohol licenses.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:**  YES  NO

**ATTACHMENT:**  YES  NO  
**PAGES:**

**PRESENTER CONTACT INFO:**  
Attorney, Stephen Quinn  
**PHONE NUMBER:** 404-296-6489

**PURPOSE:** To consider adopting an ordinance to allow, temporarily or permanently, new package alcohol licenses.

**NEED/ IMPACT:** The Council may wish to liberalize existing alcohol regulations that prohibit new licenses and the transfer of existing licenses to sell alcohol by the package.

**RECOMMENDATION:** No staff recommendation.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE BY THE CITY CLARKSTON TO AMEND CHAPTER 3 OF THE CITY CODE CONCERNING ALCOHOL; TO PROVIDE FOR GRANDFATHERING, RENEWAL, TRANSFER AND LIMITED NEW PACKAGE ALCOHOL LICENSES IN CONNECTION WITH A CHANGE IN OWNERSHIP; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, O.C.G.A. § 3-3-1 declares that engaging in the business of selling alcohol in Georgia is a privilege and not a right; and

**WHEREAS**, O.C.G.A. § 3-3-2(a) authorizes the City to exercise discretionary power to control the business of package alcohol sales; and

**WHEREAS**, the City of Clarkston acted in 2016 to prohibit new licenses to sell alcohol by the package in order to protect the public health and welfare; and

**WHEREAS**, the City Council now desires to provide a limited window of opportunity for grandfathered licensees to transfer their licenses to a new licensee and for new licensees to obtain a license at the same location as a grandfathered license in connection with a change in ownership.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON AS FOLLOWS:**

**SECTION 1.** Subsection 3-54(d) of the City Code is hereby repealed and replaced with the following language:

“(d) A grandfathered license may be transferred to a new qualified licensee, or a grandfathered license may be issued to a new qualified licensee in connection with a change of ownership. A new qualified licensee that obtains a grandfathered license pursuant to this subsection shall be subject to all the requirements and limitations for grandfathered licensees.”

**SECTION 2.** Subsection 3-70(b) of the City Code is hereby repealed and replaced with the following language:

“(b) Distilled spirits by the bottle may only be sold within the city under a license grandfathered under subsection (a) or newly acquired pursuant to this subsection. Grandfathered licenses as described in subsection (a) may be renewed at the same location only. A grandfathered licensee shall not expand its operation or facility. A grandfathered license may be transferred to a new qualified licensee, or a grandfathered license may be issued to a new qualified licensee in connection with a change of ownership, at the same location only. A new qualified licensee that obtains a grandfathered license pursuant to this subsection shall be subject to all the requirements and limitations for grandfathered licenses.”



**SECTION 3.** This Ordinance shall be effective immediately upon its adoption by the City Council.

**SECTION 4.** All provisions of the City Code in conflict herewith are hereby repealed. The provisions of Chapter 3 of the City Code shall be construed consistent with the prohibition of new licenses except as expressed in this Ordinance and to allow the renewal or transfer of existing licenses for alcohol by the package only in a manner consistent with this Ordinance.

**SO ORDAINED,** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

By \_\_\_\_\_  
Tomika Mitchell, City Clerk

\_\_\_\_\_  
Beverly H. Burks, Mayor

Approved as to Form:

*Stephen Quinn*  
\_\_\_\_\_  
Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 6B

CITY COUNCIL WORK SESSION/ COUNCIL MEETING

MEETING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: OCTOBER 1, 2024

SUBJECT: To consider for approval an alcohol license application for Mansi 7311, LLC d/b/a Lulu’s Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO
PAGES:

PRESENTER CONTACT INFO: City Clerk, Tomika R. Mitchell
PHONE NUMBER: (404) 296-6489

PURPOSE: The Alcohol Review Committee (ARC) received and reviewed an alcohol license application from owner, Mansi Patel, business name Mansi 7311, LLC for an alcohol license at Lulu’s Package to sell Beer/Wine/Malt Beverages and Distilled Spirits for retail package sales. The location to be considered for this alcohol license is 3900 E. Ponce De Leon Ave., Clarkston, GA 30021.

NEED/ IMPACT: The ARC determined all the required inspections, and the required background check have been passed and the location complies with proximity requirements.

However, the City Code has not allowed new licenses for the package sale of alcohol since July 3, 2016 (with the exception of certain specialty uses – "growler shop," "specialty wine shop," "grocery store" "retail delivery shop" – that do not apply here). City Code Section 3-54 allowed existing (a/k/a “grandfathered”) package stores to transfer their license to a new owner prior to January 1, 2023. This ability to transfer such licenses to a new owner expired twenty months ago.

RECOMMENDATION: The City Council shall make all final decisions regarding alcohol beverage licenses.

## New Alcohol Beverage License Application

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

New       Amendment

Date: \_\_\_\_\_

Contact Name: Mansi Patel Phone: [REDACTED]

Business/Trade Name: Mansi 7311 LLC.

D/B/A: Lulu's Package.

Business Address: 3900 E. Ponce De Leon Avenue, Clarkston, GA 30021

Emergency Contact Name: Devang Patel Phone: [REDACTED]

**TYPE OF BUSINESS**

- Convenience Store
- Grocery Store
- Package Store
- Manufacturer
- Specialty Beverage Store
- Restaurant
- Wholesale
- Other: \_\_\_\_\_

**TYPE OF LICENSE AND FEES**

Retail Dealers On-Premise Consumption/Retail Dealers Package

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

**FOR OFFICE USE ONLY**

Department	Date	Approve/Deny	Comments
City Clerk			
Planning & Development	7/31/24	<i>[Signature]</i>	Change of ownership / Use already in place
Police Department	7-25-24	<i>[Signature]</i> Approve	
Quality of Life Officer	6-6-24	<i>[Signature]</i>	See attachment - legal non-compliance
City Manager			

*Compliance*

**APPLICANT INFORMATION**

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

Full Name: Mansi Patel Date of Birth: [REDACTED] 1991  
 Current Address: [REDACTED]

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

Address of Applicant (if different for the past 5 years):  
[REDACTED] - April 2018 to November 2022

Have you ever been arrested?  Yes  No (If yes, explain) \_\_\_\_\_

**BUSINESS INFORMATION**

Type of business entity:  Sole Proprietorship  Partnership  Corporation  Other

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

Federal Tax ID Number: 93-2824693 State Tax ID Number: 20292359418

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

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

Full Name	Position	Social Security Number	Address	% of Interest
Mansi Patel	owner	[REDACTED]	[REDACTED]	100

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

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

**ALCOHOLIC BEVERAGE PERSONNEL STATEMENT  
OWNERS/MANAGERS/ASSISTANT MANAGERS**

For Official Use Only

Type of License: \_\_\_\_\_

Business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

1. Mansi Patel \_\_\_\_\_  
Full Name of Applicant and Address

2. Social Security Number: \_\_\_\_\_

3. Driver's License Number: \_\_\_\_\_

4. Date of Birth: 1991 Place of Birth: India

5. U.S. Citizen A copy of verifiable identification must be provided at the time of application. Copy of driver's license or State photo ID card.  
a. ( ) by birth  
b. (X) Naturalized

Date: 09/31/2021 Place: Chicago, Illinois Court: US District Court Northern District of Illinois

Petition Number: \_\_\_\_\_ Certificate Number: \_\_\_\_\_

Derived Parent Certificate Number(s) \_\_\_\_\_

Alien Registration Number: \_\_\_\_\_

Native Country: India Date of Port Entry: Chicago, Illinois

6. How long have you been a legal resident of Georgia? 1 Years 2 Months

7. Marital Status ( ) Single (X) Married ( ) Widowed ( ) Divorced ( ) Separated

8. If married, give spouse's full name Devang Patel

9. Physical Description of Applicant Asian Race Female Sex 5'-3" Height 125 Weight  
31 Age Black Hair Color Brown Eyes

10. Education and training specific to restaurant/alcohol field. Masters of Science in Management  
DePaul University, Chicago, IL

11. Have you ever used or been known by any other name ( ) yes (X) No

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

13. Are you registered to vote in the state of Georgia ( ) yes (X) No  
County Registered \_\_\_\_\_ Number of years registered \_\_\_\_\_

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

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

Name of City Harover Park, Illinois

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

- | From     | To       | Employer                          | Occupational Duties                              | Reason for Leaving     |
|----------|----------|-----------------------------------|--|------------------------|
| a. 04/23 | Present  | Twist                             | Treasury Solutions Onboarding Service Specialist | Currently employe      |
| b. 04/20 | to 01/23 | J.P. Morgan Chase Bank, N.A.      | Closing specialist                               | Relocate to Georgia    |
| c. 06/19 | to 09/19 | Christopher Glass & Aluminum Inc. | marketing Associate                              | went back to India     |
| d. 02/19 | to 06/19 | Taubensee Steel & Wire Co.        | Administrator                                    | Contract ended         |
| e. 06/17 | to 01/18 | Anto Natural Foods                | social media marketing & PR Intern               | Internship ended       |
| f. 04/16 | to 12/16 | office max                        | Store Associate                                  | started master school. |
| g.       |          |                                   |  |                        |
| h.       |          |                                   |  |                        |

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

- | Date From/To         | Street | City | State |
|----------------------|--------|------|-------|
| a. 11/2022 - Present |        |      |       |
| b. 04/18 - 11/2022   |        |      |       |
| c. 12/2015 - 04/2018 |        |      |       |
| d. 12/1991 - 12/2015 |        |      |       |
| e.                   |        |      |       |

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

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

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

Mansi 7311 LLC dba Lulu's Package

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

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

State annual salary of applicant or the estimated annual profit or compensation derived from this business.  
50,000

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

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

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

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

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

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

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

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

Name Tamanna Patel  
Residence \_\_\_\_\_  
Business Ad \_\_\_\_\_  
Telephone N \_\_\_\_\_ Number of years known 4

Name Tulsi Patel  
Residence \_\_\_\_\_  
Business \_\_\_\_\_  
Telephone \_\_\_\_\_ Number of years known 8


Name Shivani Patel  
Residence \_\_\_\_\_  
Business Ad \_\_\_\_\_  
Telephone \_\_\_\_\_ Number of years known 8

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

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

**Verification**

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

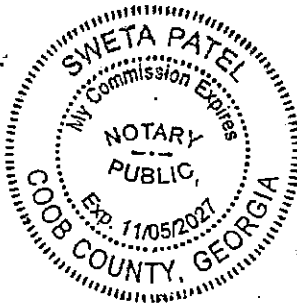
  
Applicant's Signature (full name in ink)

MANSI PATEL  
Applicant's Name (Print or Type)

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

This 5<sup>th</sup> day of December, 2023 :

  
Notary Public



Seal:



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

Full Name	Position	Social Security Number	Address	% of Interest
N/A				

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

Church: 1,159 yds (3,477 ft.) School: 1,290 yds (3,869 ft.)

Library: 1,168 yds (3,503 ft.) Public Recreation: 4,224 yds (12,672 ft.)

**VERIFICATION OF APPLICATION**

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

*[Handwritten Signature]*

Signature of Applicant or Agent

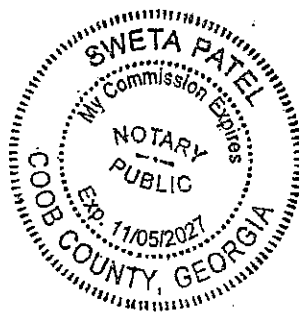
MANSI PATEL  
Print or Type Name

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

This 5<sup>th</sup> day of December, 2023.

*[Handwritten Signature]*  
Notary Public

My commission expires on: 5 NOV 2027



**A** ✓  
 NEAREST SCHOOL GROUNDS:  
 ATLANTA AREA SCHOOL FOR THE DEAF  
 890 N. INDIAN CREEK DR.  
 CLARKSTON, GA. 30021  
 DISTANCE: 1,290 YDS. (3,869 FT.)

**B** ✓  
 NEAREST CHURCH GROUNDS:  
 CHRIST COMMUNITY AME CHURCH  
 4154 EAST PONCE DE LEON AVE.  
 CLARKSTON, GA. 20021  
 DISTANCE: 1,159 YDS. (3,477 FT.)

**D** ✓  
 NEAREST PRIVATE RESIDENCE:  
 (SINGLE FAMILY)  
 906 MELL AVE.  
 CLARKSTON, GA. 30021  
 DISTANCE: 247 YDS. (740 FT.)

**E** ✓  
 NEAREST LIBRARY:  
 CLARKSTON LIBRARY  
 951 NORTH INDIAN CREEK DR.  
 CLARKSTON, GA. 30021  
 DISTANCE: 1,168 YDS. (3,503 FT.)

THE LOCATION BELOW NOT SHOWN GRAPHICALLY  
 DUE TO DISTANCE FROM SITE.

NEAREST PUBLIC PARK:  
 FRIENDSHIP PARK  
 4399 EAST PONCE DE LEON AVE.  
 CLARKSTON, GA. 30021  
 DISTANCE: 4,224 YDS. (12,672 FT.)

NEAREST ALCOHOL TREATMENT CENTER:  
 ALCOHOL AND DRUG EVALUATION  
 524 MEDLOCK RD., #210  
 DECATUR, GA. 30030  
 DISTANCE: 5,104 YDS. (15,312 FT.)

NEAREST ADULT ENTERTAINMENT:  
 STROKERS  
 1253 BROCKETT RD.  
 CLARKSTON, GA. 30021  
 DISTANCE: 2,640 YDS. (7,920 FT.)

SURVEYOR'S CERTIFICATION  
 I CERTIFY THAT BEER, WINE AND LIQUOR PACKAGE SALES ARE NOT WITHIN:

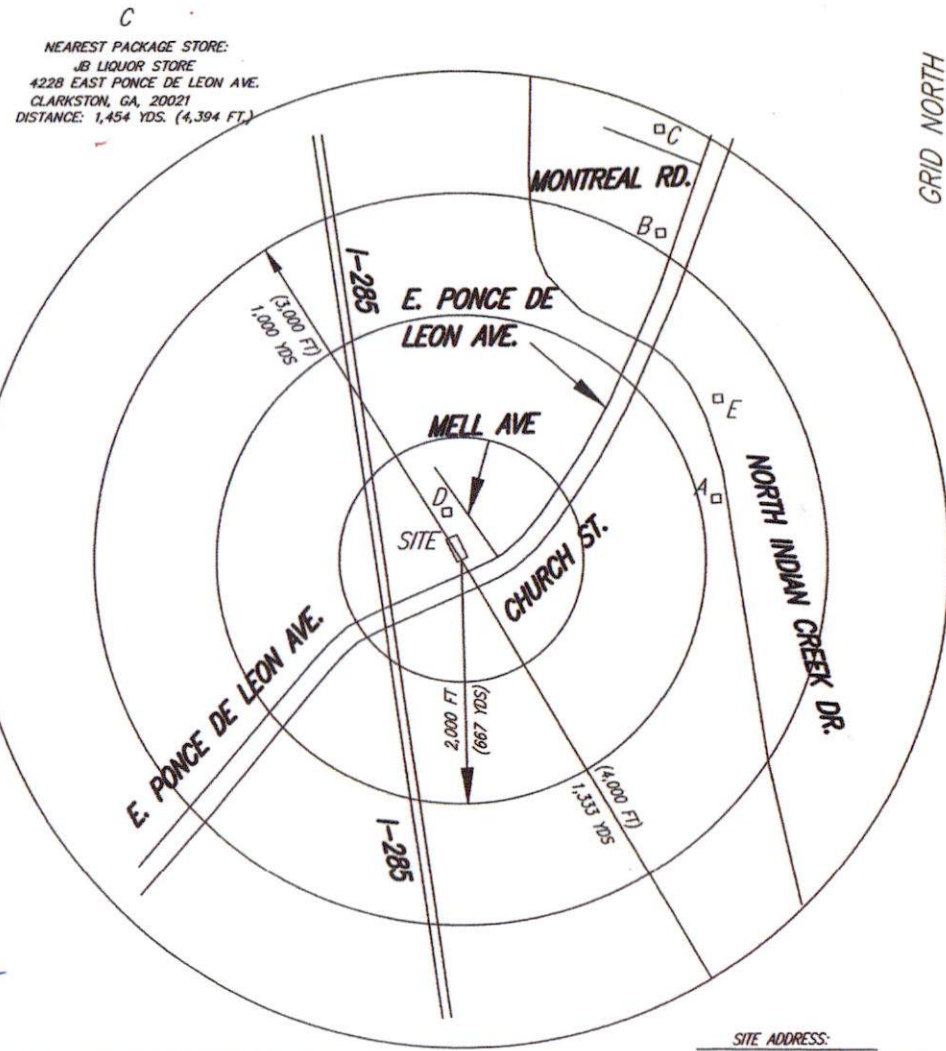
- 200 YARDS OF ANY CHURCH
- 200 YARDS OF ANY SCHOOL GROUNDS
- 200 YARDS OF ANY ALCOHOL TREATMENT CENTER
- 200 YARDS OF ANY PRIVATE RESIDENCE
- 500 YARDS OF ANY EXISTING RETAIL PACKAGE LIQUOR STORE
- 200 YARDS OF ANY ADULT ENTERTAINMENT ESTABLISHMENT
- 200 YARDS OF ANY LIBRARY

*Julian D. Grace*  
 SURVEYOR SIGNATURE

05-31-2024  
 DATE

SURVEY NOTES:

1. DISTANCES SHOWN ARE MEASURED FROM THE FRONT DOOR OF THE STRUCTURE FROM WHICH ALCOHOLIC BEVERAGES ARE TO BE SOLD TO THE FRONT DOOR OF THE FACILITY TO BE AFFECTED TRAVELING BY THE MOST DIRECT ROUTE. THE DISTANCE TO THE SCHOOL IS MEASURED TO NEAREST PROPERTY LINE OF THE SCHOOL GROUNDS.
2. THIS SURVEY IS TO CONTINUE A ALCOHOLIC BEVERAGE LICENSE FOR BEER, WINE AND LIQUOR RETAIL PACKAGE SALES FOR AN EXISTING LICENSED ESTABLISHMENT.



SITE ADDRESS:  
 3900 EAST PONCE DE LEON AVE.  
 CLARKSTON, GEORGIA 30021

GRID NORTH

05-31-2024

**J.D. GRACE**  
 LAND SURVEYING, LLC  
 2300 KIMBROUGH COURT  
 ATLANTA, GA 30350  
 CELL: (770) 733-4649  
 OFFICE: (678) 587-0100  
 jdgrace13@yahoo.com

**ALCOHOLIC BEVERAGE SURVEY**

FOR  
 LULU'S PACKAGE STORE  
 LAND LOT 66  
 18TH DISTRICT  
 DEKALB COUNTY, GEORGIA  
 CITY OF CLARKSTON  
 TAX I.D. 18-097-01-124

OWNER:  
 MANSI DEVANG PATEL  
 MANSI 7311 LLC

APPLICANT:  
 YVETTE SMYJLE  
 PHONE: 678-691-8215

DATE: 05-31-2024

GRAPHIC SCALE

0' 1000' 2000' 3000'

1" = 1000'

**A**  
 NEAREST SCHOOL GROUNDS:  
 ATLANTA AREA SCHOOL FOR THE DEAF  
 CHRIST COMMUNITY AVE CHURCH  
 4154 EAST PONCE DE LEON AVE.  
 CLARKSTON, GA. 20021  
 DISTANCE: 1,290 YDS. (3,869 FT.)

**B**  
 NEAREST CHURCH GROUNDS:  
 NEAREST PRIVATE RESIDENCE:  
 (SINGLE FAMILY)  
 CLARKSTON LIBRARY  
 951 NORTH INDIAN CREEK DR.  
 CLARKSTON, GA. 30021  
 DISTANCE: 247 YDS. (740 FT.)

**C**  
 NEAREST PUBLIC PARK:  
 FRIENDSHIP PARK  
 4399 EAST PONCE DE LEON AVE.  
 CLARKSTON, GA. 30021  
 DISTANCE: 4,224 YDS. (12,672 FT.)

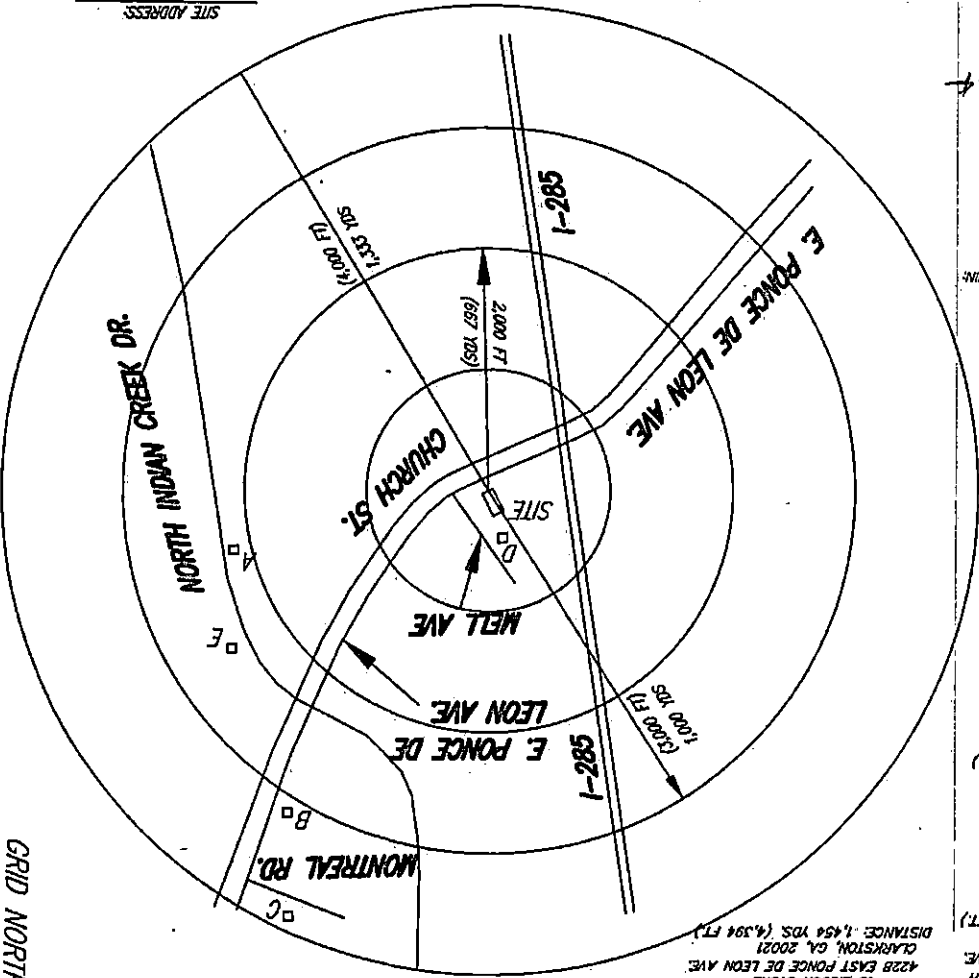
**D**  
 NEAREST ALCOHOL TREATMENT CENTER:  
 ALCOHOL AND DRUG EVALUATION  
 524 MEDLOCK RD., #210  
 DECATUR, GA. 30030  
 DISTANCE: 5,104 YDS. (15,312 FT.)

**E**  
 NEAREST ADULT ENTERTAINMENT:  
 STROKERS  
 1253 BROCKETT RD.  
 CLARKSTON, GA. 30021  
 DISTANCE: 2,640 YDS. (7,920 FT.)

SURVEYOR'S CERTIFICATION  
 I CERTIFY THAT BEER, WINE AND LIQUOR PACKAGE SALES ARE NOT WITHIN:  
 -200 YARDS OF ANY CHURCH  
 -200 YARDS OF ANY SCHOOL GROUNDS  
 -200 YARDS OF ANY ALCOHOL TREATMENT CENTER  
 -200 YARDS OF ANY PRIVATE RESIDENCE  
 -500 YARDS OF ANY EXISTING RETAIL PACKAGE LIQUOR STORE  
 -200 YARDS OF ANY ADULT ENTERTAINMENT ESTABLISHMENT  
 -200 YARDS OF ANY LIBRARY

SURVEYOR SIGNATURE: *[Signature]*  
 DATE: 05-31-2024

1. DISTANCES SHOWN ARE MEASURED FROM THE FRONT DOOR OF THE STRUCTURE FROM WHICH ALCOHOLIC BEVERAGES ARE TO BE SOLD TO THE FRONT DOOR OF THE FACILITY TO BE AFFECTED TRAVELING BY THE MOST DIRECT ROUTE.  
 2. THIS SURVEY IS TO CONTINUE A ALCOHOLIC BEVERAGE LICENSE FOR BEER, WINE AND LIQUOR RETAIL PACKAGE SALES FOR AN EXISTING LICENSED ESTABLISHMENT.



SITE ADDRESS:  
 3908 EAST PONCE DE LEON AVE.  
 CLARKSTON, GEORGIA 30021

GRAPHIC SCALE  
 0' 1000' 2000' 3000'  
 1" = 1000'

DATE: 05-31-2024

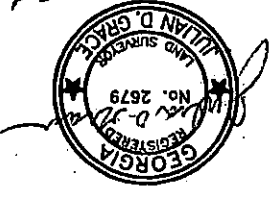
OWNER:  
 MANSI DEVANG PATEL  
 APPLICANT:  
 MANSI 2311 LLC  
 WETTE SMILE  
 PHONE: 678-691-8215

**ALCOHOLIC BEVERAGE SURVEY**

FOR  
 LULU'S PACKAGE STORE  
 LAND LOT 66  
 18TH DISTRICT  
 DEKALB COUNTY, GEORGIA  
 CITY OF CLARKSTON  
 TAX I.D. 18-097-01-124

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 LAND SURVEYING, LLC  
 2300 KIMBOROUGH COURT  
 ATLANTA, GA 30350  
 CELL: (770) 733-4649  
 OFFICE: (678) 587-0100  
 jdgrace013@yahoo.com

05-31-2024



**BACKGROUND CHECK OWNERS/MANAGERS**

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

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

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

Fees:

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

Payment Forms: Cash or Credit Card

Name: Mansi Patel Date: 12/05/2023

Business: Mansi 7311 LLC DBA Lulus Package Store Title: owner

Are you an Owner or Manager?  Manager  Owner  Partner

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

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

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

Are you currently serving probation?  Yes, Please Explain  No

**For Official Use Only**

**City Hall:**

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_ ID Paid:  Yes  No

**Police Department:**

Criminal History Record Checked?  Yes  No

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

Permit No. \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_

Please Print Name

REGISTERED AGENT CONSENT AND INFORMATION FORM

CITY OF CLARKSTON OFFICE OF THE CITY CLERK

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

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

This 8<sup>th</sup> day of December, 2023.

[Signature]  
Signature of Agent

Patel Jatin Kumar G  
Type or Print Name of Agent

[Redacted]  
Type or Print Agent's Home Address

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

8-1-22  
Type or Print Date Moved into the Above Address

[Redacted]  
Type or Print Social Security Number

[Redacted]  
Type or Print Driver's License Number

[Redacted] 1987  
Type or Print Date of Birth

[Redacted]  
Type or Print Area Code and Phone Number



## FINGERPRINTS NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

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

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

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

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

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

### PRIVACY ACT STATEMENT

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

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

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

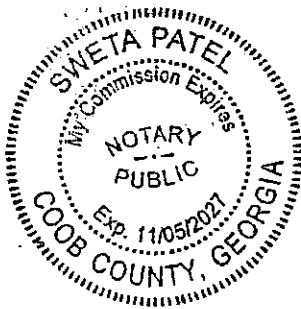
  
\_\_\_\_\_  
APPLICANT SIGNATURE

12/05/2023  
DATE

  
\_\_\_\_\_  
NOTARY SIGNATURE

12/05/2023  
DATE

SEAL





where possibilities grow

- 1. I authorize DeKalb County Police Department to conduct a fingerprint based criminal history record check of me, as a part of my City of Clarkston alcohol application.
- 2. I understand that DeKalb County Police Department will send my fingerprints to the Georgia Crime Information Center for a search of criminal history information in its files and to the Federal Bureau of Investigation for a search of its files when a federal record check is so authorized.
- 3. I understand that the electronic results of this fingerprint check will be received by DeKalb County Police Department and forwarded to the agency responsible for determining my suitability for the position for which I have applied.
- 4. I further understand that DeKalb County Police Department will not maintain a copy of my record and that DeKalb County Police Department meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.


DeKalb Police Headquarters

3630 Camp Circle, Decatur, GA 30032- ground floor

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

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

Name: Mansi Patel

Signature: 

Date: 12/05/2023



# DeKalb County Police

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

DATE: 12/11/23

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

JATIN KUMAR PATEL  
APPLICANT

LULU'S PACKAGE STORE  
NAME OF BUSINESS

3900 E. PONCE DE LEON AVE. CLARKSTON, GA 30021  
BUSINESS LOCATION

**CHECK ONE:**

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

**CHECK ONE:**

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

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

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

NO ARREST RECORD (GA)

ARREST RECORD (GA)

COMMENTS:

SINCERELY,

KATRINA WILLIAMS  
SUPPORT SERVICES DIVISION  
DEKALB COUNTY POLICE DEPARTMENT

# DeKalb County Police

Support Services Division  
Permits, Taxi, Wrecker Unit  
3630 Camp Circle  
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MANSI PATEL  
APPLICANT

---

LULU'S PACKAGE STORE  
NAME OF BUSINESS

---

3900 E. PONCE DE LEON AVE. CLARKSTON, GA 30021  
BUSINESS LOCATION

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**CHECK ONE:**

- NEW BUSINESS
- NEW LOCATION
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**CHECK ONE:**

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

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

NO ARREST RECORD (GA)

ARREST RECORD (GA)

COMMENTS:

SINCERELY,

KATRINA WILLIAMS  
SUPPORT SERVICES DIVISION  
DEKALB COUNTY POLICE DEPARTMENT



**DeKalb County Fire Rescue Plan Review  
Non-Residential Certificate of Completion**



**Project**

**TYPE: Non-Residential**

**Dekalb FMO Permit Number: 3151470**

**Project: Lulu's Package Store**

**Work Type: FIRE MARSHAL SPECIAL WORKTYPE Construction Type: Type III**

**Occupancy Type: Mercantile**

**Maximum Occupancy Load: 102**

**Property**

**Address: 3900 E. Ponce de Leon Ave. Clarkston, GA 30021**

**PARCEL ID: N/A**

**LOT#: N/A**

**Zoning:**

**Rezoning: N/A**

**Land Use: N/A**

**Census:**

**District:**

**Applicant's Detail:**

**Owner: Mansi D. Patel**

**Contact No. [REDACTED]**

**This certifies that the work authorized by the permit indicated above to the building, structure, or system is completed and approved.**

**This certificate does not grant authority to occupy a building or structure prior to the issuance of Certificate of Occupancy.**

**In accordance with chapter 7, article ii, division 2, section 7-33(f) of the DeKalb county code, this certificate may be revoked by the Director of Development or his/her duly authorized representative for either one or more of the following:**

- (1) changes or alterations in the type of permitted use or occupancy without approval.**
- (2) changes or violations of the conditions of the certificate without approval.**
- (3) alterations, additions, or improvements to the building, structure, or systems without approval.**

**Special Stipulations and/or Conditions (If Applicable)**

**Date: 4/22/2024**

**Issued By: Fire Inspector J. Clark, #547**

**Fire Marshal's Office**

**Zoning and Code Compliance Review of:  
Mansi 73II LLC DBA Lulu's Package Store  
3900 E. Ponce De Leon Ave  
Clarkston, GA 30021**

The property is located in the NC-1 zoning district. According to the Zoning Ordinance, package stores are not a permitted use in the NC-1 district. Nevertheless, since this is a change of ownership, Article VIII, Sec. 801. – Nonconforming Use of the City Code “permit these nonconformities to continue until they are removed, but not to encourage their continuance.”

**Article 3, Chapter 1, Sec. 3-55 (a-f). – states the proximity of establishment to school ground, church, library, public park, or adult entertainment establishment.**

- (a) The **proximity** requirement has been met. There are no school grounds within 100 yards of the establishment property line.
- (b) The **proximity** requirement has been met. The entrance from the place of business for the retail sale of beer, malt beverages or wine in original packages is 207 yards to a public park located at 3677 Church St Clarkston, GA 30021.

The **proximity** requirement has been met. There are no churches located within 200 yards of the entrance to the place of business for the retail sale of beer, malt beverages or wine in original packages.

- (c) The **proximity** requirement has been met. There are no libraries located within 200 yards of the entrance to the place of business for the retail sale of beer, malt beverages or wine in original packages.

The **proximity** requirement is **NOT** in compliance with this section of the City Code. The entrance from 3900 E. Ponce De Leon Ave to the entrance of Marathon located at 3874 E. Ponce De Leon Ave is 142.3 yards. This is an existing establishment licensed for the retail sale of beer, malt beverages or wine in original packages.

The **proximity** requirement is **NOT** in compliance with this section of the City Code. The entrance from 3900 E. Ponce De Leon Ave to the entrance of Texaco 3906 E. Ponce De Leon Ave is 109.3 yards. This is an existing establishment licensed for the retail sale of beer, malt beverages or wine in original packages.

- (d) The **proximity** requirement has been met. There are no known adult entertainment establishments located within 166 yards of the entrance of the establishment.
- (e) The **proximity** requirement has been met. The entrance from 3900 E. Ponce De Leon Ave to the entrance of the single-family residence located at 901 Mell Ave Clarkston, GA is 184.667 yards.

Shennetha Smith,  
Municipal Code Compliance Officer  
Office: 404-296-6489  
Mobile: 678-939-7916  
Email: [ssmith@cityofclarkston.com](mailto:ssmith@cityofclarkston.com)



CITY OF CLARKSTON

ITEM NO: 6C

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:  
Approval

MEETING DATE: OCTOBER 1, 2024

**SUBJECT:** To consider for approval a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC, for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of SPLOST II.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Willis Moody  
Purchasing Consultant  
PHONE NUMBER: 470-952-1824

**PURPOSE:** After council and resident discussion during the July 30, 2024, Workshop Session and August 8, 2024, Regular Session. The voted direction of Mayor and Council during the August 8, 2024, Regular Session for this item was to table until the October 1, 2024, Regular Session meeting.

With additional time, this provides proponents additional time for to keep the structure time to develop a plan on ways to keep and maintain the structure. If no plan was developed or (outside) funding located, a vote would be taken.

**NEED/ IMPACT:** Demolishing the unoccupied (house) structure would be impactful for the safety of the community by keeping squatters from occupying the property.

**RECOMMENDATION:** Staff recommends vendor Southern Demolition LLC for approval as the most responsive and responsible Offeror. The award amount of \$39,750.00 for this project should be paid from the SPLOST II Fund.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDED A CONTRACT TO SOUTHERN DEMOLITION, LLC FOR THE DEMOLITION OF THE TWO-STORY HOUSE AT FORTY OAKS NATURE PRESERVE.

\* \* \* \* \*

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

Section 1. That the City Council award a contract to Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750, to be funded out of the SPLOST II Fund. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Beverly H. Burks, Mayor

ATTEST:

\_\_\_\_\_  
Tomika R. Mitchell, City Clerk

## EXHIBIT A

**STATE OF GEORGIA  
COUNTY OF DEKALB**

**CONSTRUCTION CONTRACT for DEMOLITION SERVICE(s)**

This Construction Contract (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the **HOUSE DEMOLITION** (“Project”) between the **CITY OF CLARKSTON** (“City”), and **SOUTHERN DEOMLITION, LLC**, (“Contractor”).

**WITNESSETH:**

**WHEREAS**, the City issued bid solicitation ITB – HOUSE DEMOLITION – 070924 (“ITB”) seeking proposals from qualified contractors to conduct the demolition of a certain residential dwelling located at Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021 (“Property”);

**WHEREAS**, the Contractor is engaged in the business of providing the necessary materials and labor complete the Work and submitted a proposal responsive the ITB;

**WHEREAS**, the Mayor and City Council awarded the bid to the Contractor on \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and services to the City pursuant to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES:** Contractor agrees to perform the Work required, implied, or reasonably inferable from this Agreement. The term “Work” shall mean the services required in Exhibit A, which is attached hereto and incorporated herein, including, but not limited to furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. This Agreement hereby incorporates the ITB and Contractor’s response thereto. In the event of any conflict between the terms of Exhibit A, the ITB, or Contractor’s Response to the ITB and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION:** In consideration for the Work, City shall pay to Contractor a fee not to exceed the cost described in Contractor’s bid proposal, which is attached hereto as Exhibit B and incorporated by reference herein, within thirty (30) days the issuance of a



Certificate of Substantial Completion. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM:** Unless otherwise terminated pursuant to the provisions herein, this Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City at the close of the calendar year in which it was executed.

4. **TIME FOR COMPLETION OF THE WORK:** Contractor hereby agrees to commence the Work on a date to be specified in the Notice to Proceed. The total time for the Contractor to substantially complete this project shall not exceed forty-five (45) calendar days from the date in the Notice of Proceed (NTP). Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. When the Contractor believes that the Work is substantially complete, the Contractor shall notify the City that the Work is ready for final inspection. The City shall perform a final inspection and provide the Contractor either (1) a list of items to be completed or corrected by the Contractor, or (2) a Certificate of Substantial Completion. The Work shall be considered substantially complete when all services required by this Agreement have been completed, inspected, and accepted by the City.

5. **RELATIONSHIP OF THE PARTIES**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Work under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers’ compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this

Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Work for the City.

6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its Work and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid proposal documents and conform to all specifications; (iii) performed by personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

7. **TERMINATION FOR DEFAULT:**

- a. The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- b. In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- c. Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs

for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- d. If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- e. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**8. TERMINATION FOR CONVENIENCE:** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

**9. DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement. Contractor expressly understands and agrees

that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. To the fullest extent per law, Contractor, its sureties, and its insurers waive any right of subrogation against the City Indemnitees. These obligations shall survive termination.

**11. RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements (Exhibit C) and hereby incorporated into this Agreement.

**12. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

- a. Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- b. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Work required by this Agreement.
- c. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided by Contractor hereunder or which in any manner affect this Agreement.

**13. PERMITS:** Contractor shall obtain and pay for all permits, inspections, taxes, fees, and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work. The Contractor shall secure a demolition permit from the City's Community Development Department. The Contractor shall be charged for a permit and must comply with all other permit requirements including but not limited to submission of a site map, three sets of a site plan, vermin abatement certification, Residential Erosion Control/Tree Plan Protection Agreement, Hours of Construction Agreement and a current business license.

**14. SUPERVISION OF WORK:** Contractor shall be solely responsible for and shall supervise and direct all Work under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any

subcontractors and their employees.

- 15. HAZARDOUS WASTE:** If a hazardous substance or waste is suspected or encountered, Contractor will stop its own work in the affected portions of the Property to permit evaluation and testing and notify the City. The City recognizes that the Contractor assumes no risk or liability for hazardous waste on the Property originated by other than the Contractor unless contamination from such waste results from the negligence or breach of this Agreement by the Contractor. Notwithstanding anything to the contrary herein, the City is not responsible for hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and the City's elected officials, officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses (including attorneys' fees and expenses and any penalties or fees charged by any governmental entity, including but not limited to clean-up fees) arising out of or resulting from those hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable.
- 16. INSPECTION AND RIGHT TO STOP WORK:** The City shall have the right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, the City shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.
- 17. CHANGE ORDERS:** The City reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the contract price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by the City and Contractor, which shall be incorporated by reference herein.
- 18. OTHER CONTRACTORS:** The City reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.
- 19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify

the immigration status of newly hired employees (“E-Verify”). The Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit D, attached hereto and incorporated herein.

**20. THE CITY’S ASSISTANCE AND COOPERATION:** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor’s obligations under this Agreement.

**21. WORK ON THE CITY’S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor’s employees or agents or the Contractor’s subcontractors enter the City’s designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**22. CONFLICTS OF INTEREST:** Contractor warrants and represents that:

- a. The Work to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of the Work hereunder.

**23. CONFIDENTIAL INFORMATION:** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to

any confidential information of the other party to third parties. These obligations shall survive termination.

**24. ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all the Contractor's obligations under the warranty provisions of this Agreement.

**25. ATTORNEYS' FEES:** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

**26. GOVERNING LAW AND CONSENT TO JURISDICTION:** This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**27. NOTICES:** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hard, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager  
City of Clarkson  
1055 Rowland Street  
Clarkston, Georgia 30021

With copies to:

City Attorney  
Wilson, Morton & Downs  
125 Clairemont Ave, Ste 420  
Decatur, GA 30030

If to the Contractor:

Southern Demolition LLC  
2035 Bolton Rd NW  
Atlanta, GA 30318

28. **NON-WAIVER:** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
29. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
30. **INTERPRETATION:** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
31. **AMENDMENTS:** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
32. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
33. **ENTIRE AGREEMENT:** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
34. **CAPTIONS:** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
35. **CALCULATION OF TIME PERIODS:** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.



**IN WITNESS WHEREOF**, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

Executed on behalf of:

CITY OF CLARKSTON, GEORGIA

BY: \_\_\_\_\_

TITLE: Beverly H. Burks, Mayor

ATTEST (sign here): \_\_\_\_\_

Name (print): DATE: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

*Stephen Quinn*

Stephen G. Quinn

City Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

Executed on behalf of:

SOUTHERN DEOMLITION, LLC

BY (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

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

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

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

DATE: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE of WORK**

Interested parties should submit a quote to a two-story structure, built around 1920 and has been unoccupied since May 2018 demolition located within the Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021. The structure shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718, and these specifications.

Coordination of work between the Contractor and City is essential to the successful completion of this project. The Contractor is to complete all work assigned within 45 days. The Contractor and City shall coordinate a schedule and daily work plans after receipt of a Notice to Proceed (NTP).

The structure's exterior dimensions are as follows:

- A. Total structure square footage unknown
- B. Building Footprint: 48 ft. x 34 ft.
- C. Front Porch: 10 ft. x 44 ft.-6 inches
- D. Side Porch: 4 ft-7 inches x 6 ft.-10 inches
- E. Crawlspace with stone/ CMU or brick wall foundation on-grade; no footings

The Contractor shall execute the work according to and meet the requirements of the following:

- A. The ITB documents include but are not limited to the scope of work, special provisions, and specifications.
- B. All city, county, state and federal rules, regulations, and ordinances.
- C. All necessary licenses and permits.
- D. OSHA standards and guidelines.
- E. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

### **CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS**

- A. The Offeror certifies that they are, at the time of bidding and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents.
- B. The Offeror further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Offeror represents that they are competent, knowledgeable and have special skills in the nature, extent, and inherent conditions of the work to be performed.
- D. The Offeror further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property.
- E. The Offeror expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to perform the construction work adequately and safely with respect to such hazards.

## PROSECUTION & PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote shall be substantially completed within 45 days from issuance of Notice to Proceed. The Contractor will be considered substantially complete when all work required by this contract has been completed and accepted by the City.

Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.

The work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The City shall perform a final inspection upon substantial completion of the work. The Contractor will be allowed to participate in the Final Inspection.

## PERMITS, LICENSES & INSURANCE REQUIREMENTS

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.

Minimum Coverages, Limits and Endorsements (other coverage may be required for demolition services). The City must be a plan holder and policy dates will cover the term of the contract.

Contractor to provide "License to Conduct Regulated Asbestos Activities in Georgia Lead-Based paint and Asbestos Program Certification, Accreditation, & Licensing Unit".

Contractor must satisfy the requirements of the Georgia Asbestos Safety Act, O.C.G.A 12-12-1, et seq. and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14 – provide license.

## UTILITIES

The disconnection of all permanent utilities is the responsibility of the Contractor. This Contractor is responsible for contacting the utility department to coordinate all disconnection work as it relates to water, gas, electrical and sewer disconnects.

Sewer taps shall be located and capped prior to the structure demolition and the sewer service shall be removed to the property line.

## PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

- A. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road or street.

- B. The Contractor shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
- C. The Contractor shall keep the surface of the sidewalks and street affected by work in a clean, neat, and safe condition.
- D. The Contractor shall cut unground water line(s) at fence and will not pull line(s) above ground.
- E. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas prior to City acceptance of work and payment.

#### PROVIDED REPORTS

The City of Clarkston will provide the following reports:

- A. Asbestos & Lead Based Paint Conformance Letter 2024 (United Consulting)
  - 1. Asbestos Survey Report 2021 (United Consulting)
  - 2. Lead Based Paint Assessment 2021 (United Consulting)
- B. Topographic & Tree survey
- C. Underground-penetration radar survey report (United Consulting)

#### DEMOLITION of STRUCTURES & REMOVAL

The Offer shall include in the removal cost, the removal of additional will include:

- A. All/any floors, and foundation footings.
- B. All/any patio, porch slabs, concrete walkways.
- C. All/any steps will be included in the removal costs of demolition.
- D. No underground tanks and other structures were identified. The Contractor will be required to selectively excavate areas as directed by the city engineer to provide ground proofing to verify if tanks exist. The volume of excavation anticipated is 90 CY. Import clean fill soil to backfill areas if tank(s) are removed. The backfill volume anticipated will be 30 CY.

#### GENERAL SPECIFICATIONS

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site and shall comply with all OSHA and EPA regulations as they pertain to this project.

The Contractor shall provide dust control during demolition of the structure to ensure toxic and/or nuisance dust particles do not permeate the air in and around the work site.

#### REQUIRED SITE WORK

- A. The Contractor shall make sure restoration and clean-up work is performed daily.
- B. No materials shall be salvaged, stored, or accumulated in any area.
- C. All loads shall be covered and secured prior to and during transport.
- D. The Contractor will perform final grading and leveling on the site to maintain a positive drainage slope, which shall include clean fill soil.

#### INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Clarkston and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Clarkston and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Clarkston, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

#### ADDITIONAL INFORMATION

- A. Liquidated damages of five hundred dollars (\$500.00) per day.
- B. Include optional cost line item, if additional testing is needed.
- C. "Trucks Entering & Exiting Ahead" signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.
- D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.

**EXHIBIT B**  
**CONTRACTOR'S COST PROPOSAL**  
**(ATTACHED)**

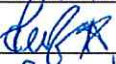
**Form of Proposal**  
(POINT of CLARIFICATION)

To: City of Clarkston  
Clarkston, GA 30021

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signature(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

I/We also agree no additional work shall be accepted outside of the scope of work outlined in this solicitation. If any additional work is requested, this must be assigned by the requesting department and approved by the City of College Purchasing Department, through a change order.

**Proposal Submitted By:**

Company Name	Southern Demolition LLC
Address	2035 Bolton Rd NW
City, State, Zip	Atlanta, GA, 30318
Phone	(404) 478-7142
Email	Lee@southerndemo.com
Website	southerndemo.com
Print/Type Name	Clarence Lee Selph II Farmer
Signature	
Title	Project Manager
Date	7/12/24





ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

POINT of CLARIFICATION

OWNER'S BID PROPOSAL FORM

OWNER: City of Clarkston  
1055 Rowland Street  
Clarkston, GA 30021

PROJECT: House Demolition

DATE: July 10, 2024

Congratulations to your company as one of the finalists for this phase of the selection process for the House Demolition project for the City of Clarkston. We reviewed your proposal and request clarification as we finalize our review to make a recommendation for approval.

Will you send me a response to the following:

1. Time is of the essence for this project. The Contractor is to complete all work assigned within 45 days. After the Notice to Proceed (NTP) has been issued your company shall complete the installation within [insert #] 30 consecutive days or less. (cannot work before mandatory 10 business day EPD Notifications)
2. Provide a cost for the following:
  - a. Wet demolition/removal of structure including foundation: \$ 7,000
  - b. Additional equipment charges: \$ 850
  - c. Temporary site security fencing: \$ 1,500
  - d. Erosion control (silt fence, tree save, seed & straw): \$ 2,000
  - e. Excavation of underground tank(s): \$ 750
  - f. New clean fill dirt: \$ 1,000
  - g. Haul off fees: \$ 26,650
  - h. Asbestos: \$ Included in Wet Demo. (Structure will be sprayed down throughout demo. All Materials will go into 30yd dumpsters lined with 6mil plastic to encapsulate material for transport to safeguard landfill.)

Grand total for all items under #2: \$ 39,750.00

Return your response to [wmoody@cityofclarkston.com](mailto:wmoody@cityofclarkston.com) no later than 12:00 pm (EST), Friday, July 12, 2024.

## EXHIBIT C

### RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required.

All bonds and insurance coverage must be placed with an insurance company approved by the City, admitted doing business in the State of Georgia, and rated Secure (“A±” or better) by AM Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poor’s (S&P) Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

- Worker’s Compensation - In accordance with O.C.G.A. Title 34, Chapter 9, as amended
- Business Auto Policy - Not less than \$500,000.00
- Commercial General Liability - Minimum \$1,000,000.00/claim  
\$2,000,000.00/occurrence for Personal Injury, Bodily Injury, and Property Damage Liability
- Professional Liability - Not less than \$1,000,000.00/occurrence

**EXHIBIT D**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**  
**(ATTACHED)**



# Primary Contractor E-verification Affidavit

The Clarkston contract holder, signed below, confirms, and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the Clarkston: (check and complete #1 or #2 below)

1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

152898  
Federal Work Authorization User Identification Number (not Taxpayer ID)

9/17/2008  
Date of Authorization

Southern Demolition LLC  
Legal Business Name of City of Clarkston Contract Holder/Applicant

2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

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

Executed on July 8<sup>th</sup>, 2024 in Atlanta (city) GA (state)

[Signature]  
Signature of Authorized Owner/Officer

Gina Ransdale  
Printed Name and Title of Authorized Owner/Officer

Clarence Farmer  
NOTARY PUBLIC

My Commission Expires: May 2nd, 2028





Bid Open Tabulation Matrix

ITB - HOUSE DEMOLITION – 070924

(Point of Clarification)

	Company Name	Bid Amount (\$)	Minority Class	Located within City limits	Previously worked w/Clarkston
1	Southern Demolition, LLC	\$39,750.00	Y (FBE)	N	N
2	The M Mitchell Group, LLC	\$41,025.00	Y (AABE)	N	N
3	Southern Environmental Services, Inc	\$47,885.00	N	N	N

A “**Minority Business Enterprise**” (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

- (1) African American Business Enterprise (AABE) (2) Hispanic Business Enterprise (HBE)  
(3) Female Business Enterprise (FBE) (4) Asian Business Enterprise (ABE)  
(5) Native American Business Enterprise (NABE) (6) Minority Veteran (MV)

An “**Owned**” is a minority or female owner which possesses an ownership interest 51% of the business.

A “**Controlled**” is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

---

Larry Kaiser, Engineering Consultant and Michael Duncan, Parks & Recreation Manager were present for the bid open.



ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

The City of Clarkston is presently accepting sealed proposals from qualified persons, firms, or companies for the above advertised solicitation.

There will be a (**mandatory**) pre-proposal meeting held at Forty (40) Oaks Nature Preserve | 3790 Market St | Clarkston, GA | 30021.

Proposals will be received no later than Tuesday, July 9, 2024, at 9:30 am (EST) at the City Hall Annex, Attn: Purchasing Department, 1055 Rowland St | Clarkston, GA | 30021.

Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

Timeline

( <b>Mandatory</b> ) Pre-Proposal Meeting	June 18, 2024	10:00 am (EST)
Question, Answer and Clarification Deadline (Email <a href="mailto:wmoody@cityofclarkston.com">wmoody@cityofclarkston.com</a> ) Ref: House Demo	July 2, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	July 5, 2024	4:00 pm (EST)
Purchasing Department to Open Sealed Bids	July 9, 2024	10:00 am (EST)

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation. The contract will be awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

It shall be the person, firm, or company's responsibility to check the City's website, within the Bid Solicitations tab under the Business link for all/any bid documents to include published addenda.

The City of Clarkston reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise.



## BID INFORMATION

### SCOPE OF WORK

#### PURPOSE

The City of Clarkston (City) is accepting sealed proposals from qualified companies interested in providing demolition services of a two-story farmhouse style building. This Invitation to Bid (ITB) seeks to identify qualified one company for the project.

#### SCOPE of WORK

Interested parties should submit a quote to a two-story structure, built around 1920 and has been unoccupied since May 2018 demolition located within the Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021. The structure shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718, and these specifications.

Coordination of work between the Contractor and City is essential to the successful completion of this project. The Contractor is to complete all work assigned within 45 days. The Contractor and City shall coordinate a schedule and daily work plans after receipt of a Notice to Proceed (NTP).

The structure's exterior dimensions are as follows:

- A. Total structure square footage unknown
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## INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Clarkston and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Clarkston and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Clarkston, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

## ADDITIONAL INFORMATION

- A. Liquidated damages of five hundred dollars (\$500.00) per day.
- B. Include optional cost line item, if additional testing is needed.

- C. “Trucks Entering & Exiting Ahead” signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.
- D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.



**CITY OF CLARKSTON**

ITEM NO: 6D

**WORK SESSION/ CITY COUNCIL MEETING**

HEARING TYPE:  
Council Meeting

**AGENDA ITEM SUMMARY SHEET**

ACTION TYPE:  
Approval

**MEETING DATE: OCTOBER 1, 2024**

**SUBJECT:** To consider adopting 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.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT:  
Councilmember Yterenickia Bell  
PHONE NUMBER: (404) 296-6489

**PURPOSE:** To consider a late night operation hours for certain restaurants.

**NEED/ IMPACT:** To discuss late night operation hours for certain restaurants.

**RECOMMENDATION:** N/A

**ORDINANCE NO. 24-\_\_\_\_\_**

**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 and the peaceful repose of residents 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 obtain a temporary permit to also make “late night sales” of alcohol 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 permits.* Through November 1, 2024, businesses licensed to sell alcohol for consumption on premises may apply for a “late night sales permit” that, if granted, would allow the business to sell alcohol for consumption on the premises during the hours identified in subsection (a). Late night sales permits may be granted by the City Council if the City Council finds that late night sales at the subject location would not have an undue negative impact on the health, morals or general welfare of the residents of the city.

(c) *Terms and conditions.* Any late night sales permit that may be granted by the City Council is subject to the following terms and conditions:

- (1) Late night sales shall only be allowed when the permittee 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, and such officer shall be present at the establishment to provide security at all times between 11:00 p.m. and thirty minutes after closing of the establishment on all days that the establishment is open for business.
- (2) The permittee shall not allow any person under 21 years of age to be present at the premises after 11:00 p.m.
- (3) Upon request by a city official, the permittee shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises and actually present there at all times required by this section.
- (4) The permittee shall ensure that its facility installs and maintains reasonable noise-attenuation measures to prevent sound from inside the establishment from disturbing the peaceful repose of residents during late night sales hours. Applicants shall allow city officials designated by the city manager to inspect their premises as part of the application process and the city manager shall report to the City Council with regard to noise attenuation measures observed at the premises for the City Council's consideration in connection with the application for a late night sales permit.
- (5) The permittee shall ensure that the late night patrons of its establishment do not disturb the peaceful repose of residents, including when such patrons are present at the outside area of the licensed premises and any area, whether on the same lot as the licensed premises or another lot, where patrons of the establishment park vehicles while patronizing the establishment.

(d) *Duration of permit.* Late night sales permits granted under this section are temporary in nature. Each such permit shall expire upon the first to occur of the following:

- (1) The licensed establishment's general alcohol license is suspended, revoked, or expires without being renewed as required by this chapter for any reason;
- (2) The City Council revokes the late night sales permit; or
- (3) Two years elapse from the date of issuance of the late night sales permit.

(e) *Revocation of late night sales permit.* Upon good cause and competent evidence shown at a hearing upon five (5) days' written notice to the holder of such permit of the time, place, and purpose of the hearing and a general statement of the charges to be considered, the City Council may revoke any late night sales permit if it finds that the permittee has violated any of the terms and conditions of the permit as set forth in this section. The permittee may cross examine witnesses, present testimony and other evidence in its defense and may be represented by an attorney at the hearing."

## Section 2.

This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

\_\_\_\_\_  
Tomika Mitchell, City Clerk

\_\_\_\_\_  
Mayor Beverly H. Burks

Approved as to Form

\_\_\_\_\_  
Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 7A

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: OCTOBER 1, 2024

SUBJECT: To refer the review of committees, councils, and task forces to the Interim City Manager, Tammi Saddler Jones to provide a recommendation in 60 days regarding relevant resolutions to the Council of which entities are still necessary for the city’s goals.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO
PAGES:

PRESENTER CONTACT INFO: Councilmember Mark Perkins
PHONE NUMBER: (404) 296-6489

PURPOSE: To refer recommendations from the Community Development & Civic Innovation SAC to the Interim City Manager.

NEED/ IMPACT: Over the years the City Council has created various committees, task forces, and councils to promote civic engagement and provide opportunities for residents, stakeholders, and experts to provide insight and advice into various issues and decisions faced by the Council and broader community.

Several circumstances have arisen necessitating the review and possible modification of the city’s system of committees, councils, and task forces. Currently many of these committees, councils, and task forces have never been fully activated, are operating outside their original charter, or once appointed, have not accomplished their intended purpose. Additionally, concerns have been raised as to the redundancy of having council members serve on advisory committees, internal and external confusion around how entities operate, and whether entities are effectively engaging the public as originally intended.

As the city has grown and increased its professional staff, it has now filled positions that specifically address areas that were previously covered by one or sometimes more of these entities.

RECOMMENDATION: It is the recommendation of the Community Development & Civic Innovation Standing Advisory Committee that the City Council refer this matter to our Interim City Manager to review these committees, councils, and task forces and provide recommendations and relevant resolutions to the Council of which entities are still necessary for the city’s goals and helpful community engagement.



MEETING MINUTES  
COMMUNITY DEVELOPMENT & CIVIC INNOVATION  
STANDING ADVISORY COMMITTEE  
Clarkston Woman's Club  
Wednesday, August 21, 2024 at 6:00 PM

**1. CALL TO ORDER**

The meeting was called to order at 6:08 PM by Mark Perkins.

**2. ROLL CALL**

**In Attendance:** Vice Mayor Debra Johnson, Nick Crawford (Virtual), Joseph Yawn (Arrived at 6:15PM)

**Absent:** Councilmember YT Bell (Excused), Loren Norman (Moved to Michigan and will no longer be on the committee)

**Public:** Maudie Wynn, Dean Moore

**2. PUBLIC COMMENTS**

Maudie Wynn asked several clarifying questions related to the Early Learning Task Force.

Dean Moore spoke in favor of removing Councilmembers from the task forces and the importance of using committees to hear from actual experts.

**3. REPORTS**

A. N/A

**4. OLD BUSINESS**

A. Discuss and provide recommendations to the City Council regarding the future use and function of the city's task forces, committees, and councils.

Interim City Manager Tammi Saddler-Jones provided a brief report from staff research into other municipalities' use of committees. She noted that other cities have very few committees, most are appointed by the council with a staff liaison, and they are often "stood up" around a particular issue for a set amount of time. The recommendation was to lean on staff expertise and establish committees if additional public input was needed on a particular issue. It was also noted that the staff capacity to maintain or lead a committee depended on the current workload of the department.

A discussion took place as to the details of the various entities. Vice Mayor Johnson recommended the committees be staff-led. ICM Jones stated that she was ok with handing off these committees to staff leadership. Mr. Johnson inquired as to what would replace these committees if they were dissolved. Questions were raised to the nature of reporting, whether committees would be finite or standing, and making sure community leaders still had a way to provide input into city decisions, as well as having certain expertise or qualifications as a requirement for committee or task force membership.

The consensus was to recommend that the City Council request staff to review all committees, task forces, and councils and return to the Council with recommendations on which entities were still needed, and those that can be dissolved to their purpose being covered by new staff positions. It was also noted that it might be necessary to provide updated language for the associated resolutions reflecting any changes made to the structure of the entity, and that most likely future entities would be finite and their mission time bound. A general timeline was discussed to use the remainder of the year 2024 to evaluate committees and implement changes in 2025.

A motion to adopt recommendations was entertained by Councilmember Perkins.

Motion #1: Yawn/Johnson. To recommend to the City Council to request staff review all committees and return to the Council with recommendations.  
4 in favor/0 opposed/0 abstentions. Motion carries.

## **5. NEW BUSINESS**

A. N/A

## **6. ADJOURNMENT**

A motion to adjourn was entertained by Councilmember Perkins.

Motion 2: Johnson/Yawn. To adjourn the meeting at 7:10 PM.  
4 in favor/0 opposed/0 abstentions. Motion carries.

**RESOLUTION TO CREATE A CITY OF CLARKSTON  
YOUTH ADVISORY COUNCIL**

2019-14

**WHEREAS**, the City Council is dedicated to the welfare and development of our youth and in giving them opportunities to educate, expose, and bring awareness to community and youth issues, while building relevant skills and working in a professional setting; and

**WHEREAS**, the City Council understands the value of uplifting talented, diverse youth that are committed to their community to enhance their leadership capabilities, share ideas, and improve the quality of life of all residents in the City of Clarkston; and

**WHEREAS**, the City Council recognizes a Youth Advisory Council established to serve as an advisory body to the City Council, will enhance youth involvement in a process which enables them to have an influence and impact on issues and decisions that they care about;

**WHEREAS**, establishing a Youth Advisory Council will expand access to government, promote leadership, increase volunteerism, and the need for formal representation of unique perspectives and needs of its young residents.

**WHEREAS**, the whole of our community benefits from greater civic participation by those who will one day be our leaders; and

**WHEREAS**, the City Council has determined that it is desirable to establish a Youth Advisory Council; and

**WHEREAS**, the City Council has determined that it is desirable to establish the mission and membership of the Youth Advisory Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE** City Council of the City of Clarkston that the following shall apply to the Clarkston Youth Advisory Council:


1. The mission of the Youth Advisory Council shall be to advise the Mayor, City Council, and City Manager with recommendations and input on how the City of Clarkston might address their needs, community issues, and all other matters affecting youth.
2. The Youth Advisory Council shall review, present, and render input on projects, plans, partnerships, and City programs related to youth, and shall bring forth any issues or concerns to the City's elected officials.
3. The Youth Advisory Council will recommend events, initiatives, and projects that may be implemented within the City to increase youth and community engagement.
4. The Youth Advisory Council will advise the Mayor, City Council, and City Manager about community issues and issues of interest to youth in the community, including but

not limited to recommending policies and sponsoring educational and social events for youth.

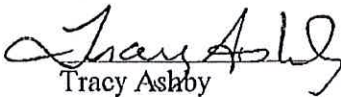
5. All members of the Youth Advisory Council shall be residents of the City of Clarkston from **12 to 18 years of age.**
6. The Youth Advisory Council **shall consist of a minimum of five (5) and a maximum of ten (10) Clarkston youth members** appointed by the Mayor and City Council member; **each City Council member can appoint (1) youth** and the Mayor can appoint the remaining number based on applications submitted or up to 4 youths to reach maximum of members on the Youth Advisory Council.
7. **All appointments to the Youth Advisory Council shall be for a one (1) year term.** Members may be removed or replaced at the discretion of the Mayor or City Council consistent with the original appointing authority.
8. City of Clarkston's **youth residents wishing to be considered for appointment to the Clarkston Youth Advisory Council shall first complete an application** which will be made available on the City's official website via Google Doc/Application.

SO RESOLVED, this 4 day of June, 2019

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

  
\_\_\_\_\_  
Ted Terry, Mayor

ATTEST:

  
Tracy Ashby  
City Clerk

**RESOLUTION TO CREATE A CITY OF CLARKSTON  
SENIOR RESIDENT ADVISORY COMMITTEE**

**SPONSORED BY: AWET EYASU AND ANDREA CERVONE**

**WHEREAS**, the City Council understands the valuable and important role that seniors play in creating a sustainable community within the City of Clarkston; and

**WHEREAS**, the City Council desires to create programs and services that will promote healthy and active living and provide experiential learning opportunities; and

**WHEREAS**, the City Council has determined that it is desirable to establish a Clarkston Senior Resident Advisory Committee; and

**WHEREAS**, the City Council has determined that it is desirable to establish the mission and membership criteria of the Clarkston Senior Resident Advisory Committee;


**NOW, THEREFORE, BE IT RESOLVED BY THE** City Council of the City of Clarkston that the following shall apply to the Clarkston Senior Resident Advisory Committee.

1. The mission of the Clarkston Senior Resident Advisory Committee shall be to advise the Mayor, City Council, and City Manager regarding issues affecting Clarkston's senior residents.
2. The CSRA committee shall study, assess and render advice regarding plans and City programs related to seniors, and shall bring forth any issues or concerns to the City's elected officials in order to better serve senior residents.
3. The Clarkston Senior Resident Advisory Committee shall consists of eight (8) Clarkston resident members with three (3) to be appointed by the Mayor, and five (5) who shall be appointed by a majority vote of the City Council, plus two City Council member who shall be appointed by a majority vote of the City Council.
4. All members of the CSRA shall be residents of the City of Clarkston.
5. All appointments to the CSRA shall be for a two (2) year term. Members may be removed or replaced at the discretion of the Mayor or City Council consistent with the original appointing authority.
6. The City Council appointees to the Clarkston Senior Resident Advisory Committee shall serve as the primary liaison between the CSRA and the Clarkston City Council and staff.

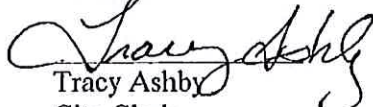
7. City of Clarkston residents wishing to be considered for appointment to the Clarkston Senior Residents Advisory Committee shall first complete an application which will be made available at Clarkston City Hall Annex, on the City's official website or via email upon request.

SO RESOLVED, this 6 day of March, 2018

CITY COUNCIL,  
CITY OF CLARKSTON, GEORGIA

  
\_\_\_\_\_  
Ted Terry, Mayor

ATTEST:

  
Tracy Ashby  
City Clerk

## **Seeking Applicants for Newly Created Clarkston Senior Resident Advisory Committee**

At the March 6<sup>th</sup> Regular Meeting, the Clarkston City Council formed the Clarkston Senior Resident Advisory Committee. The Council understands the valuable and important role that seniors play in creating a sustainable community. The mission of the Clarkston Senior Resident Advisory Committee will be to advise the Mayor, City Council, and City Manager regarding issues affecting Clarkston's senior residents. The CSRA committee shall study, assess and render advice regarding plans and City programs related to seniors, and shall bring forth any issues or concerns to the City's elected officials in order to better serve senior residents.

The CSRA Committee membership will consist of eight (8) Clarkston resident members (three (3) will be appointed by the Mayor, and five (5) who shall be appointed by a majority vote of the City Council). Additionally, two City Council member (appointed by a majority vote of the City Council) will serve on the CSRA Committee.

All members of the CSRA shall be residents of the City of Clarkston.

All appointments to the CSRA shall be for a two (2) year term. Members may be removed or replaced at the discretion of the Mayor or City Council consistent with the original appointing authority.

The City Council appointees to the Clarkston Senior Resident Advisory Committee shall serve as the primary liaison between the CSRA and the Clarkston City Council and staff.

City of Clarkston residents wishing to be considered for appointment to the Clarkston Senior Residents Advisory Committee must complete and submit an application, along with a letter of interest and resume or statement of qualifications, via email to Tracy Ashby at [tashby@cityofclarkston.com](mailto:tashby@cityofclarkston.com). Applications will be accepted until the Committee positions are properly filled.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA,  
CREATING A POLICE COMMUNITY TASK FORCE FOR THE PURPOSE OF STUDYING AND  
MAKING RECOMMENDATIONS TO ADDRESS POLICE OPERATIONS AND COMMUNITY AND  
POLICE RELATIONS WITHIN THE CITY

WHEREAS, the relationship between the community and the Clarkston Police Department (CPD) is an important and valued focus for the City Council, City administration, police leadership, and the citizens of Clarkston; and

WHEREAS, the uniqueness and diversity of the City of Clarkston requires the usage of best procedures and practices to better serve the residents and encourage more community policing; and

WHEREAS, the City Council finds and determines that creating a task force to study and present recommendations to City staff and City Council on matters related to the operation of the Clarkston Police Department and its personnel would be beneficial in addressing community and police relations.

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

Section 1. Purpose: The City Council hereby creates a Police Community Task Force (the "Task Force"). The purpose of the Task Force is to inform Council about the status of police and community relations within the City, and to study and make recommendations related to police operations especially in terms of training, transparency, and oversight. The purpose of the Task Force is not to examine or review or make recommendations on a specific incident.

Section 2. Specific Charge: The initial charge of the Task Force will be the evaluation, discussion and development of recommendations to improve effective and transparent communication between CPD and the community, including recommendations for police training, and police practices and procedures. The Task Force may recommend additional areas to study. City Council may modify, amend, expand, or change the specific charge of the Task Force by resolution so long as the modification, amendment, expansion or change does not assign the review of a specific incident to this Task Force.

Section 3. Term: The initial term of the Task Force for the specific charge stated in Section 2 will be for one (1) year from the date of formal appointment of the Task Force membership. The City Council may extend the term of the Task Force by resolution. If the Task Force completes its charge prior to the end of the term, it may disband.

Section 4. Membership: The Task Force shall consist of no less than nine (9) voting members and no more than fifteen (15) voting members, which shall include one (1) Chairperson who can be an organization representative or individual member. All Task Force members shall be volunteers and shall participate without compensation. All Task Force members shall be required to participate in training on police operations, as established by the City Manager or his designee, related to the Task Force's charge. The term of appointment for members of the Task Force shall be for two years or until the end of the Task Force term, whichever is sooner. In the event the Task Force continues past two years, members can serve an additional two-year term.

(a) Organization Representation: To the extent possible, the Task Force should consist of at least one member from each of the following groups, which representative shall be selected by the organization listed:

- DeKalb County Chapter of the NAACP
- National Organization of Black Law Enforcement Executives (NOBLE)



- Clarkston Community of Faith
  - DeKalb County Public Schools and Clarkston School District
  - Mental Health organization
  - Domestic Violence organization
  - Criminal justice reform organization
  - nonprofit that works with teens
  - Multicultural organization
- (b) Individual Representation: The Task Force should also consist of individuals who are residents but not limited to the City of Clarkston and, to the extent possible, meet the following criteria:
- Individuals with direct experience in the criminal justice system.
  - A lawyer with prosecutorial experience
  - A lawyer with current or recent criminal defense experience
  - Individuals with diversity and inclusion experience.
  - Individuals who work with or volunteer with community service providers that traditionally work with individuals involved in the criminal justice system.
  - Individuals of diverse backgrounds and varying ages.

Section 5. Member Selection: Upon passage of this Resolution, the City Manager will gather names for the organization Task Force members, individual Task Force members and the Chairperson. For individual members, staff can utilize existing systems for selection of members to Boards and Commissions. The Mayor and City Council with assistance from City staff will make recommendations for the Task Force. The City Manager will prepare a resolution for Council for the April 27, 2021 regular City Council meeting to confirm the appointment of the Task Force members and a Chairperson of the Task Force.

Section 6. Work Plan: Within thirty (30) days following appointment, the Task Force shall prepare a work plan and schedule for presentation to the Public Safety and Legal Standing Advisory Committee meeting. At a minimum, the work plan shall set forth the Task Force's roles and responsibilities in the areas with which they have been charged and provide any recommendations for additional areas in the field of critical incident management and training that may be applicable. The Task Force will provide regular updates to the Public Safety and Legal Standing Advisory Committee throughout the term.

Section 7. Staff Support: The City Manager's Office and City Attorney's Office will provide staff support to the Task Force, to include the active and regular involvement of the Chief of Police and members of the Clarkston Police Department. In addition, the City Manager and staff shall assist with bringing in subject-matter experts to speak to the Task Force regarding best practices. The City Manager is authorized to hire a third-party facilitator to work directly with the Task Force.

Section 8. Meetings: Meetings will be held on a regular and timely basis that shall be determined by the Task Force members. Meetings will include members of the Task Force and staff support for the Task Force, as determined by the City Manager and the City Attorney. The Task Force Chairperson or a designee shall prepare an agenda and take minutes at each meeting of the Task Force. Minutes will be forwarded via email to the Mayor and City Councilmembers, as well as the Task Force members and staff support. In addition to input at meetings, the Task Force shall take input from community members and other stakeholders regarding their charge.

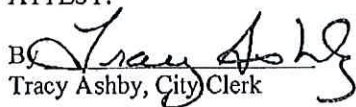
Section 9. Final Report: The Task Force shall submit a final report with their findings and recommendations to the Public Safety and Legal Standing Advisory Committee at least sixty (60) days

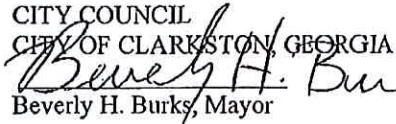
prior to the end of the Task Force's term. The Task Force shall present a final report to the Mayor and City Council at the end of the Task Force's term.

Section 10. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

SO ORDAINED, this 2 day of March, 2021.

ATTEST:

BY   
Tracy Ashby, City Clerk

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA  
  
Beverly H. Burks, Mayor

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA,  
CREATING A POLICE COMMUNITY TASK FORCE FOR THE PURPOSE OF STUDYING AND  
MAKING RECOMMENDATIONS TO ADDRESS POLICE OPERATIONS AND COMMUNITY AND  
POLICE RELATIONS WITHIN THE CITY

WHEREAS, the relationship between the community and the Clarkston Police Department (CPD) is an important and valued focus for the City Council, City administration, police leadership, and the citizens of Clarkston; and

WHEREAS, the uniqueness and diversity of the City of Clarkston requires the usage of best procedures and practices to better serve the residents and encourage more community policing; and

WHEREAS, the City Council finds and determines that creating a task force to study and present recommendations to City staff and City Council on matters related to the operation of the Clarkston Police Department and its personnel would be beneficial in addressing community and police relations.

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- (a) Organization Representation: To the extent possible, the Task Force should consist of at least one member from each of the following groups, which representative shall be selected by the organization listed:
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  - National Organization of Black Law Enforcement Executives (NOBLE)

- Clarkston Community of Faith
  - DeKalb County Public Schools and Clarkston School District
  - Mental Health organization
  - Domestic Violence organization
  - Criminal justice reform organization
  - nonprofit that works with teens
  - Multicultural organization
- (b) Individual Representation: The Task Force should also consist of individuals who are residents but not limited to the City of Clarkston and, to the extent possible, meet the following criteria:
- Individuals with direct experience in the criminal justice system.
  - A lawyer with prosecutorial experience
  - A lawyer with current or recent criminal defense experience
  - Individuals with diversity and inclusion experience.
  - Individuals who work with or volunteer with community service providers that traditionally work with individuals involved in the criminal justice system.
  - Individuals of diverse backgrounds and varying ages.

Section 5. Member Selection: Upon passage of this Resolution, the City Manager will gather names for the organization Task Force members, individual Task Force members and the Chairperson. For individual members, staff can utilize existing systems for selection of members to Boards and Commissions. The Mayor and City Council with assistance from City staff will make recommendations for the Task Force. The City Manager will prepare a resolution for Council for the April 27, 2021 regular City Council meeting to confirm the appointment of the Task Force members and a Chairperson of the Task Force.

Section 6. Work Plan: Within thirty (30) days following appointment, the Task Force shall prepare a work plan and schedule for presentation to the Public Safety and Legal Standing Advisory Committee meeting. At a minimum, the work plan shall set forth the Task Force's roles and responsibilities in the areas with which they have been charged and provide any recommendations for additional areas in the field of critical incident management and training that may be applicable. The Task Force will provide regular updates to the Public Safety and Legal Standing Advisory Committee throughout the term.

Section 7. Staff Support: The City Manager's Office and City Attorney's Office will provide staff support to the Task Force, to include the active and regular involvement of the Chief of Police and members of the Clarkston Police Department. In addition, the City Manager and staff shall assist with bringing in subject-matter experts to speak to the Task Force regarding best practices. The City Manager is authorized to hire a third-party facilitator to work directly with the Task Force.

Section 8. Meetings: Meetings will be held on a regular and timely basis that shall be determined by the Task Force members. Meetings will include members of the Task Force and staff support for the Task Force, as determined by the City Manager and the City Attorney. The Task Force Chairperson or a designee shall prepare an agenda and take minutes at each meeting of the Task Force. Minutes will be forwarded via email to the Mayor and City Councilmembers, as well as the Task Force members and staff support. In addition to input at meetings, the Task Force shall take input from community members and other stakeholders regarding their charge.

Section 9. Final Report: The Task Force shall submit a final report with their findings and recommendations to the Public Safety and Legal Standing Advisory Committee at least sixty (60) days

prior to the end of the Task Force's term. The Task Force shall present a final report to the Mayor and City Council at the end of the Task Force's term.

Section 10. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

SO ORDAINED, this 2 day of March, 2021.

ATTEST:

BY Tracy Ashby  
Tracy Ashby, City Clerk

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA  
Beverly H. Burks  
Beverly H. Burks, Mayor

**A RESOLUTION TO CREATE A CITY OF CLARKSTON  
PREVENTATIVE HEALTH TASK FORCE**

2019-021

**WHEREAS**, the City Council understands that protecting the health and welfare of its residents is of the utmost importance and that preventative health education and treatment are essential to good health outcomes; and

**WHEREAS**, the City Council desires to create programs and services with community partners to engage residents, health workers, experts and policy makers to create equitable policies, practices, and programs so that every resident of Clarkston can access preventative health education and treatment; and

**WHEREAS**, the City Council has determined that a Clarkston Preventative Health Task Force could help accomplish the City's health and welfare goals for its residents; and

**WHEREAS**, the City Council desires to establish the mission and the membership criteria of the Clarkston Preventative Health Task Force and appoint its initial members by means of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clarkston that the Clarkston Preventative Health Task Force ("CPHTF") is hereby created.

**BE IT FURTHER RESOLVED** that:

1. The purpose, approach, areas of focus and goals of the CPHTF shall be as set forth on Exhibit "A" attached hereto.
2. The CPHTF shall consist of at least four (4) members and no more than ten (10) members. Members shall serve terms of indefinite duration until they resign or are replaced by methods consistent with this Resolution.
3. One member of the City Council shall be a member of the CPHTF at all times. Such Council member shall be appointed to the CPHTF by the City Council. After the initial appointments made by this Resolution, subsequent members of the CPHTF (other than the City Council member) shall be appointed by the CPHTF.

4. The initial members of the CPHTF shall be:
- Heval Kelli, MD
  - Sakib Quereshi, MD
  - Mary Helen O'Connor, PhD
  - City Council member Laura Hopkins.
5. Drs. Kelli, Quereshi and O'Conner are hereby designated as co-chairs of the CPHTF.
6. In its first year, the CPHTF shall establish a process to collect nominations for new members and appoint new members, as well as bylaws for conducting its business.
7. The CPHTF shall report to the City Council on its activities and accomplishments at least annually.

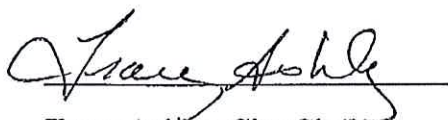
SO RESOLVED, this 1<sup>st</sup> day of October, 2019

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA



Ted Terry, Mayor

ATTEST:



Tracy Ashby, City Clerk

**Clarkston Preventive Health Task Force**  
Collaborate, Guide & Prevent

**I. Purpose:**

The Clarkston Preventive Health Task Force is an independent, volunteer panel of experts in chronic disease prevention, primary care, and community health. The purpose of the Task Force is to improve the health of the Clarkston community and surrounding areas by encouraging collaboration, providing an infrastructure for resource sharing, seeking financial and human resource support for healthcare organizations, and providing policy recommendations to city government. The Task Force will offer guidance to organizations, researchers, and professionals in connecting to the community in ethical and responsible ways to address health disparities and provide culturally appropriate preventive education and treatment.

**II. Approach:**

- a. To form partnerships that address community health problems and needs in order to maximize efficiencies and provide a safety net of care for the most vulnerable community members.
- b. To facilitate communication among community stakeholders, healthcare providers, and community members.
- c. To offer professional guidance for the procurement of resources, ethical research and interventions, and guidelines for the establishment of programs in health promotion and preventive care.

**III. Areas of focus:**

*Preventive Health*

- a. Connect the various not-for profit and for profit clinics in Clarkston
- b. Build a collaborative team where of various health providers to communicate and share resources.
- c. Create an online hub for all the health resources available for patients, providers and organizations engaged in Clarkston.

*Education:*

- a. Guide academic institutions, organizations, and government on serving community members and relevant research and care in Clarkston.
- b. Develop mentorship models and opportunities for inspiring, guiding, and supporting local students from disadvantaged communities to expose them to health careers and opportunities.
- c. Educate community members about preventive health focused on prevalent cardiovascular risk factors and diseases.





#### IV. Goals:

##### Objectives and Timeline

###### Year 1:

- a. Establish a diverse task force focused on prevention.
- b. Host 3 meetings to discuss the plans and goals of the task force.
- c. Seek operational funding to build the foundation of the task force.
- d. Create a website to streamline the health resources in Clarkston.
- e. Draft clear guidelines and a toolkit for institutes, organizations and business for meaningful engagement with the community.
- f. Create an advisory group to guide health prevention in Clarkston.
- g. Develop the collaborative prevention model (Preventive health for All). It will focus on utilizing the low-cost community resources to education about cardiovascular risk factors, recognize their early onset and address them through our collaborative resources.
- h. Provide quarterly presentations to the City Council in regular meetings on activities and progress of the task force.

###### Year 2

- a. Maintain the model to sustain and update the online platform for health resources
- b. Establish quarterly meetings for the taskforce
- c. Refine and publish guidelines and tool kit on addressing preventive health in Clarkston.
- d. Apply for larger funding to establish a sustainable and scalable model of collaborative preventive health focused on cardiovascular risk factors and diseases (Preventive Health for All).

###### Year 3-5

- a. Implement Preventive Health for All.
- b. Maintain goals from Year 2.
- c. Create a preventive health fellowship for graduate students focused on our collaborative model with local universities.
- d. Expand partnership to other interested cities across the state and country.
- e. Issue 5 year report on achievement of goals and provide suggestions for extending, changing, or reducing the work of the task force.

## **Public Art Advisory Committee**

The City Council formed the Clarkston Public Art Advisory Committee to promote a sense of ownership and community pride through public art contributions in public facilities and spaces for residents and guest that come to the City of Clarkston. The Public Art Advisory Committee will work to facilitate access to and appreciation for art and cultural heritage and enjoyment of public places.

The Clarkston Public Art Advisory Committee membership will consist of Ten Clarkston resident members - Four (4) will be appointed by the Mayor, and Six (6) who will be appointed by the City Council. Additionally, one City Council members will serve on the Public Arts Committee and will act as the primary liaison between the Public Art Advisory Committee and the Clarkston City Council and staff.

Residents of the City of Clarkson, 18 years of age and older, may submit [an application for Public Art Advisory Committees](#).

All appointments to the Public Art Committee shall be for a two year term. Members may be removed or replaced at the discretion of the Mayor or City Council, consistent with the original appointing authority.

The Public Art Advisory Committee is tasked:

- Advise the Mayor, City Council, and City Manager with recommendations on the arts for approval.
- study, assess, and render advice on projects, plans, partnerships, and City programs related to art, and shall bring forth any issues or concerns to the City's elected officials about public art
- will recommend art projects that may be implemented within the City and collect data and disseminate information on city art in other communities for further development of art initiatives
- will work to promote private-public partnerships for the benefit of art along trails, streets, and within public parts

City of Clarkston residents wishing to be considered for appointment to the Clarkston Public Art Advisory Committee must complete the [Public Art Advisory application](#) submit to the [City Clerk](#) Tomika R. Lewis at [tlewis@cityofclarkston.com](mailto:tlewis@cityofclarkston.com). You may include a letter of interest and resume or statement of qualifications with your emailed application. Applications will be accepted until the Committee positions are properly filled. Please check back for the status of the Committee formation.

**RESOLUTION TO CREATE A CHARTER REVIEW COMMITTEE -0602017**

**SPONSORED BY: MARIO WILLIAMS AND DEAN MOORE**

**WHEREAS**, the City Council understands that it is desirable to conduct periodic reviews of the Clarkston City Charter; and

**WHEREAS**, the City Council has determined that it is desirable to establish the method of appointment and composition of the Charter Review Committee; and

**WHEREAS**, the City Council has determined that it is desirable to establish the duties of the Charter Review Committee; and

**WHEREAS**, the City Council has determined that it is desirable to establish the scope of the Charter Review Committee;

**NOW, THEREFORE, BE IT RESOLVED BY THE** City Council of the City of Clarkston that the Charter Review Committee is hereby created.

**BE IT FURTHER RESOLVED** that the following shall apply to the Charter Review Committee for the City of Clarkston.

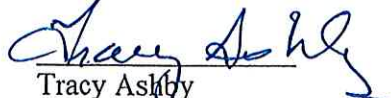
1. The Charter Review Committee shall consist of seven (7) members. Each member shall serve in such capacity for the duration of this specific review. Five (5) members shall reside in the City of Clarkston and shall be appointed by a majority of a quorum of the Clarkston City Council. Two (2) members shall be current members of the City Council and shall be appointed by a majority of a quorum of the City Council.
2. City of Clarkston residents wishing to be considered for appointment to the Charter Review Committee shall first complete an application which will be made available at Clarkston City Hall Annex, on the City's official website or via email upon request.
3. The Charter Review Committee shall review and provide recommendations to the Clarkston City Council regarding amendments, deletions or additions to Sections 1-5 of the Clarkston City Charter.
4. The Charter Review Committee shall conclude its review and present its written recommendations for any and all proposed amendments, deletions or additions to Sections 1-5 of the Clarkston City Charter to the Clarkston City Council no later than November 1, 2017.

SO RESOLVED, this 6 day of June, 20 17

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

  
\_\_\_\_\_  
Ted Terry, Mayor

ATTEST:

  
\_\_\_\_\_  
Tracy Ashby  
City Clerk



CITY OF CLARKSTON

ITEM NO: 7B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:  
Approval

MEETING DATE: OCTOBER 1, 2024

**SUBJECT:** To consider adopting an ordinance approving deannexation of parcel 18 095 09 008 at 1078 Nielsen Dr., Clarkston, GA 30021.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT:  
City Attorney, Stephen Quinn  
PHONE NUMBER: (404) 296-6489

**PURPOSE:** To consider adopting an ordinance approving deannexation of parcel 18 095 09 008 at 1078 Nielsen Dr., Clarkston, GA 30021.

**NEED/ IMPACT:** During the November 2023 Municipal Election there were a few parcels on Nielson Drive that are partially inside the City limits and partially outside the City limits. When this situation occurs, we look to see if the home itself is inside or outside the city limits for purposes of voting in municipal elections. DeKalb County adjusted its voter registrations to (correctly) exclude a few parcels that had their homes outside the City limits from voting in Clarkston elections.

At least two property owners were displeased with this outcome and have submitted formal requests to have their entire properties deannexed from the City of Clarkston.

State law provides that deannexation of a parcel can be accomplished by the municipal government passing a resolution in support of deannexation and then the county government passing a resolution consenting to the deannexation.

**RECOMMENDATION:** N/A

**ORDINANCE NO. 490**

**AN ORDINANCE BY THE CITY OF CLARKSTON, GEORGIA  
APPROVING DEANNEXATION OF PARCEL 18 095 09 008.**

WHEREAS, parcel 18 095 09 008 currently lies partially within the City of Clarkston and partially in unincorporated Dekalb County; and

WHEREAS, the Dekalb County Board of Elections determined in 2023 that the residence on this parcel is located in the unincorporated portion of the parcel and therefore the residents of this property were not allowed to vote in the 2023 Clarkston municipal elections; and

WHEREAS, the City has received a written request for deannexation from Kathryn Jones and Jeremy Compton, the owners of parcel 18 095 09 008, also known as 1078 Nielson Drive; and

WHEREAS, the request for deannexation is attached hereto and includes a complete description of the property to be deannexed and otherwise complies with the legal requirements set forth in O.C.G.A. § 36-36-22.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. The City Council hereby approves deannexation of parcel 18 095 09 008, as more completely described by the attached application for deannexation, from the municipal limits of the City of Clarkston.

Section 2. The City Clerk is hereby directed to file this Ordinance with the Georgia Department of Community Affairs and with the governing authority of Dekalb County in accordance with O.C.G.A. § 36-36-3.

Section 3. This ordinance shall be effective immediately upon its adoption, but the contemplated deannexation shall only become effective if DeKalb County consents to it by resolution, pursuant to O.C.G.A. § 36-36-22.

[signature page follows]

SO ORDAINED this 5th day of March, 2024.


CLARKSTON CITY COUNCIL

  
Beverly H. Burks, Mayor

ATTEST:

  
Tomika R. Mitchell, City Clerk

Approved as to form:

  
Stephen G. Quinn, City Attorney

## EXHIBIT A



City of Clarkston, Georgia  
Ms. Tomika Mitchell, City Clerk  
1055 Rowland Street  
Clarkston, GA 30021

December 20, 2023

Kathryn (Katie) Jones and Jeremy (Buddy) Compton  
1078 Nielsen Drive  
Clarkston, GA 30021

Dear Ms. Tomika Mitchell,

We are the owners and residents of parcel 18 095 09 008 at 1078 Nielsen Drive, Clarkston, Georgia 30021. We hereby request our property to be de-annexed from the City of Clarkston. As we were removed from the electors' list and not allowed to vote in the City of Clarkston city council election on November 7, 2023, we no longer wish to pay taxes to the City of Clarkston. Since our right to vote for elected city officials has been denied, we are requesting de-annexation from the City of Clarkston. A copy of this letter has also been sent to Mr. Stacy Gear, Director of DeKalb Geographic Information Systems (GIS). Please acknowledge receipt of this letter and advise us as to what further action is needed to complete our request. Thank you.

Sincerely,

  
Kathryn (Katie) Jones  
574-528-0212  
[Jonesk364@gmail.com](mailto:Jonesk364@gmail.com)

  
Jeremy Compton  
317-604-7419  
[Bud.compt@gmail.com](mailto:Bud.compt@gmail.com)

**RECEIVED**

DEC 21 REC'D

CITY OF CLARKSTON

Cc: DeKalb County Geographic Information Systems Department  
Stacy Gear, Director

UTILITY NOTE:  
 PATRICK & ASSOCIATES, INC. NOR THE LICENSED  
 PROFESSIONAL ASSUME ANY LIABILITY FOR THE  
 EXISTENCE, LOCATION, MATERIAL OR SIZE OF ANY  
 UNDERGROUND UTILITY SHOWN ON THIS SURVEY. IT  
 IS THE RESPONSIBILITY OF THE CONTRACTOR TO  
 VERIFY THE EXISTENCE, EXACT LOCATION, MATERIAL  
 AND SIZE OF ANY UNDERGROUND UTILITY BEFORE  
 BIDDING OR EXCAVATING ON THIS PROJECT.

The field data upon which this plat is based has a  
 closure of one foot in 16,107 feet and an angular  
 error of 16" per angle point and was adjusted using  
 compass rule. The plat has been calculated for  
 closure and was found to be accurate within one  
 foot in 1,785,259 feet.

Note: The surveyor herein has made no investigative or  
 independent search for encumbrances of record. Encumbrances,  
 restrictive covenants, ownership title evidence or any other  
 facts that a current title search may disclose.

Note: This plat was prepared for the exclusive use of the  
 person, persons or entity named herein. This plat does not  
 extend to any person, persons or entity without the express  
 recent fiat of the surveyor issuing such person, persons  
 or entity.

This property is in a Federal Flood Area as indicated  
 by F.L.A. Official Hazard Maps, Flood Map No.  
 13089C0086K, District 08/15/2019.

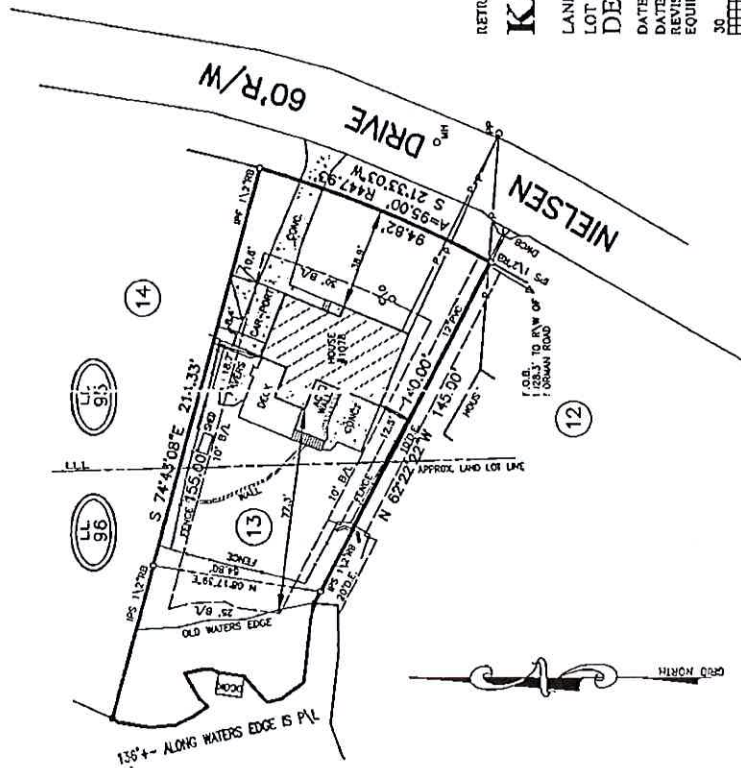
# RETRACEMENT SURVEY FOR: KATHRYN MARIE JONES

LAND LOTS 95 & 96 - 18TH DISTRICT  
 LOT 13 - UNIT FOUR - CLARK ESTATES  
 DEKALB COUNTY, GEORGIA

DATE OF FIELD WORK: 01-15-2022  
 DATE OF PLAT PREPARATION: 01-17-2022  
 REVISED: 06-14-2022 TO SHOW SETBACKS AND CORRECT ZONING  
 EQUIPMENT USED: TRIMBLE S6



JOB NO. 22-172  
 DWG. NO. 35197



OWNER:  
 PARCEL 18 095 09 008  
 KATHRYN MARIE JONES  
 1078 NIELSEN DRIVE  
 CLARKSTON, GA 30021  
 DB 33426, PG 216  
 ZONED: NR-1

### RECORDING INFORMATION

This Plat is a retracement of an existing parcel or parcels of land and  
 does not create a new parcel or parcels of land or change in any real  
 property boundaries. The surveyor herein has no knowledge of any  
 plat, or other instruments which encumber the parcel or parcels are said  
 herein. RECORDATION OF THIS PLAT DOES NOT IMPLY  
 APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF  
 PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR  
 DEEDS, OR SUITABILITY FOR ANY USE OR PURPOSE  
 HEREIN. The surveyor herein does not warrant or guarantee that  
 this plat complies with the minimum technical standards for property  
 surveys in Georgia as set forth in the rules and regulations of the Georgia  
 Board of Registration for Professional Engineers and Land Surveyors and  
 as set forth in O.C.G.A., Section 15-6-67.

*James S. Hill, Jr.*  
 JAMES S. HILL, JR., G.S.L.S. 3764  
 PARCEL 18 095 09 008  
 DB 33426, PG 216

### TEXT LEGEND

- IPF IRON PIN FOUND
- IPS IRON PIN SET
- REBAR REBAR
- C/O CLEAN OUT
- CONC CONCRETE
- DE DRAINAGE EASEMENT
- DW/C DOUBLE WING CATCH BASIN
- LL LAND LOT
- LL LAND LOT LINE
- MI MAN HOLE
- MI OVERHEAD POWER
- P POWER POLE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- R/L BUILDING LINE
- C/L CENTERLINE
- R/W RIGHT-OF-WAY



**CITY OF CLARKSTON**

**ITEM NO: 7C**

**WORK SESSION/ CITY COUNCIL MEETING**

**MEETING TYPE:**  
Council Meeting

**AGENDA ITEM SUMMARY SHEET**

**ACTION TYPE:**  
Approval

**MEETING DATE: OCTOBER 1 24, 2024**

**SUBJECT:** To consider for approval an alcohol license application for DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ for restaurant retail on-premises consumption located at 4540 E Ponce de Leon Ave.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:**  YES  NO

**ATTACHMENT:**  YES  NO  
**PAGES:**

**PRESENTER CONTACT INFO:**  
Tomika R. Mitchell, City Clerk  
**PHONE NUMBER:** (404) 296-6489

**PURPOSE:** Matthew Coggin, owner of DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ located at 4540 E Ponce de Leon Ave., Clarkston, GA 30021 has made application for an alcohol license for Beer/Wine/Malt beverages and Distilled Spirits by the drink at the restaurant DBA Tacos & BBQ.

**NEED/ IMPACT:** The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified the business license has been issued, all on-site inspections and measurements have been performed, background checks were conducted and passed, and zoning compliance have been performed.

**RECOMMENDATIONS:** The ARC determines this application is in compliance and fulfilled all requirements and recommends approval of this alcohol license application DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ located at 4540 E Ponce de Leon Ave., Clarkston, GA 30021.

5976

### New Alcohol Beverage License Application

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

New       Amendment

Date: 1/28/2024

Contact Name: Matt Coggin Phone: [REDACTED]

Business/Trade Name: DBA Tacos & BBQ LLC

D/B/A: DBA Tacos & BBQ

Business Address: 4540 E Ponce de Leon Ave

Emergency Contact Name: Lee Coggin Phone: [REDACTED]

#### TYPE OF BUSINESS

- Convenience Store
- Grocery Store
- Package Store
- Manufacturer
- Specialty Beverage Store
- Restaurant
- Wholesale
- Other: \_\_\_\_\_

**RECEIVED**  
 FEB 09 REC'D  
 CITY OF CLARKSTON

#### TYPE OF LICENSE AND FEES

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

#### FOR OFFICE USE ONLY

*Compliance*

Department	Date	<del>Approval/Deny</del>	Comments
City Clerk	9/13/24	<input checked="" type="checkbox"/>	<i>[Signature]</i>
Planning & Development	9/11/24	<input checked="" type="checkbox"/>	<i>[Signature]</i>
Police Department	9-12-24	<input checked="" type="checkbox"/>	<i>[Signature]</i>
Quality of Life Officer	5/8/2024	<input checked="" type="checkbox"/>	See Attached comments <sup>3551</sup>
City Manager			

**APPLICANT INFORMATION**

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

Full Name: Matthew C. Coggin Date of Birth: [Redacted] / 1973  
 Current Address: [Redacted]

Name of Agent or Representative (if different from Applicant): \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Address: N/A

Address of Applicant (if different for the past 5 years):  
N/A

Have you ever been arrested?  Yes  No (If yes, explain) \_\_\_\_\_

**BUSINESS INFORMATION**

Type of business entity:  Sole Proprietorship  Partnership  Corporation  Other

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

Federal Tax ID Number: [Redacted] State Tax ID Number: [Redacted]

Do you own the property?  Yes  No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Urban Retail LLC, 3905 Lavista Road, Suite C, Tucker, GA.

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

Full Name	Position	Social Security Number	Address	% of Interest
Lee Coggin	co-owner	[Redacted]	[Redacted]	63.75%
Matt Coggin	co-owner	[Redacted]	[Redacted]	36.25%

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

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

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

Full Name	Position	Social Security Number	Address	% of Interest
		N/A		

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

Church: 567 yd. School: 1760 yd.  
 Library: 1.8 miles Public Recreation: 2288 yd.

**VERIFICATION OF APPLICATION**

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

Matt C  
 Matt Coggin (Feb 7, 2024 21:09 EST)  
 Signature of Applicant or Agent

**Matt Coggin**  
 Print or Type Name

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

This 17 day of February, 2024.

Cynthia Sterne  
 Notary Public

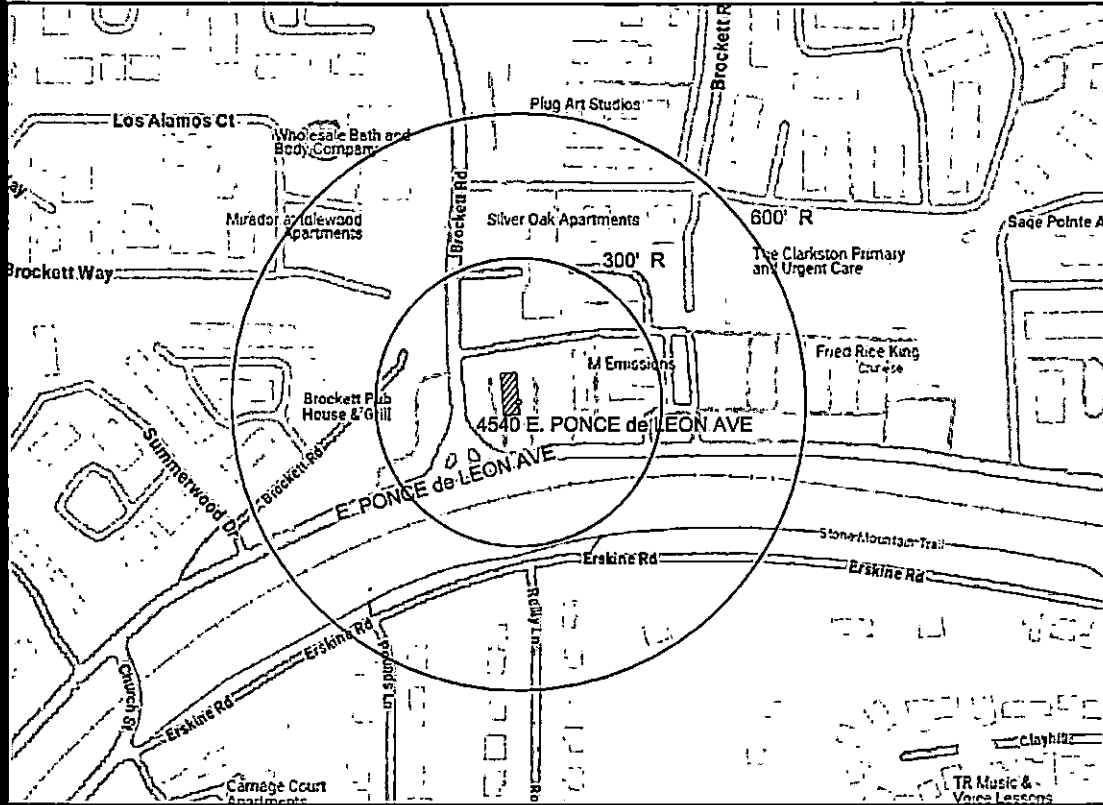
My commission expires on: 5/16/2026



ATLANTA ENGINEERING SERVICES, INC. HAS NOT PERFORMED A BOUNDARY LINE SURVEY AS PER THE GEORGIA PLAT ACT O.C.G.A. 15-8-67,

**ATLANTA ENGINEERING SERVICES**

918 HOLCOMB BRIDGE ROAD, SUITE 201  
 ROSWELL, GEORGIA 30078  
 PHONE: 770-316-1720



**DISTANCE MEASUREMENTS:**

**RESIDENCE:**  
 4720 E PONCE de LEON AVE, CLARKSTON, GA 30021  
 750 YARDS MEASURED IN A DIRECT ROUTE OF TRAVEL

**SCHOOL OR SCHOOL GROUNDS:**  
 JOLLY ELEMENTARY SCHOOL  
 1070 OTELLO AVE, CLARKSTON, GA 30021  
 1760 YARDS MEASURED IN A DIRECT ROUTE OF TRAVEL

**CHURCH: UNITY IN CHRIST CHURCH**  
 4392 E PONCE de LEON AVE, CLARKSTON, GA 30021  
 567 YARDS MEASURED IN A DIRECT ROUTE OF TRAVEL

**COLLEGE: GEORGIA PIEDMONT TECH COLLEGE**  
 495 N INDIAN CREEK DR, CLARKSTON, GA 30021  
 1.9 MI MEASURED IN A DIRECT ROUTE OF TRAVEL

**ALCOHOL TREATMENT CENTER:**  
 CAREWORKING INC.  
 2785 LAWRENCEVILLE HWY, SUITE 205, DECATUR, GA 30031  
 2.9 MILES MEASURED IN A DIRECT ROUTE OF TRAVEL

**ADULT ENTERTAINMENT ESTABLISHMENT**  
 STROKERS  
 1353 BROCKETT POINT, CLARKSTON, GA 30021  
 700 YARDS MEASURED IN A DIRECT ROUTE OF TRAVEL

**LIBRARY: CLARKSTON LIBRARY**  
 951 N INDIAN CREEK DR, CLARKSTON, GA 30021  
 1.8 MI MEASURED IN A DIRECT ROUTE OF TRAVEL

**PUBLIC PARK: MILAM PARK**  
 387 NORMAN ROAD, CLARKSTON, GA 30021  
 2288 YARDS MEASURED IN A DIRECT ROUTE OF TRAVEL

**OWNER:**  
**ALCOHOLIC LICENSE SURVEY FOR:**  
**MATT COGGIN**  
 4540 E. PONCE de LEON AVE  
 CLARKSTON, GA 30021

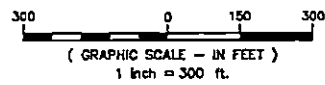
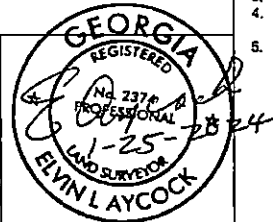
**Business name:** DBA TACOS and BBQ  
**Site Address:** 4540 E. PONCE de LEON AVE  
 CLARKSTON, GA 30021

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

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

DEKALB COUNTY  
 STATE OF GEORGIA

JOB. NO. 2024-3395  
 SCALE: AS NOTED  
 DWN. BY: ELA  
 FIELD WORK: 01-22-2024  
 DATE DRAFTED: 01-24-2024  
 REVISION:



**BACKGROUND CHECK OWNERS/MANAGERS**

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

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

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

**Fees:**

Owner/Manger Permits are \$50.00 which includes processing of Criminal History record  
Payment Forms: Cash or Credit Card

Name:  Matt Coggin  Date:  1/28/2024

Business:  DBA Tacos & BBQ  Title:  owner

Are you an Owner or Manager?  Manager  Owner  Partner

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

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

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

Are you currently serving probation?  Yes, Please Explain  No

**For Official Use Only**

**City Hall:**

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_ ID Paid:  Yes  No

**Police Department:**

Criminal History Record Checked?  Yes  No

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

Permit No. \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Please Print Name



**ALCOHOLIC BEVERAGE PERSONNEL STATEMENT  
OWNERS/MANAGERS/ASSISTANT MANAGERS**

For Official Use Only

Type of License: \_\_\_\_\_

Business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

1. Matthew C. Coggin \_\_\_\_\_  
Full Name of Applicant and Address

2. Social Security Number: \_\_\_\_\_

3. Driver's License Number: \_\_\_\_\_

4. Date of Birth: 1973 \_\_\_\_\_ Place of Birth: Minneapolis, MN \_\_\_\_\_

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

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Court: \_\_\_\_\_

Petition Number: \_\_\_\_\_ Certificate Number: \_\_\_\_\_

Derived Parent Certificate Number(s) N/A

Alien Registration Number: \_\_\_\_\_

Native Country: \_\_\_\_\_ Date of Port Entry: \_\_\_\_\_

6. How long have you been a legal resident of Georgia? 42 Years \_\_\_\_\_ Months

7. Marital Status  Single  Married  Widowed  Divorced  Separated

8. If married, give spouse's full name N/A

9. Physical Description of Applicant Caucasia Race Male Sex 57" Height 150 Weight  
50 Age Brown Hair Color Brown Eyes

10. Education and training specific to restaurant/alcohol field. Business Degree from Univ. of FL., worked in culinary industry for 28 yrs.  
Serve Safe certified in food and alcohol

11. Have you ever used or been known by any other name  yes  No

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

13. Are you registered to vote in the state of Georgia  yes  No  
County Registered Dekalb Number of years registered 1997

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

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

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

From	To	Employer	Occupational Duties	Reason for Leaving
a.				
b.	March 1, 2009 to current	DBA BBQ	Managing Partner	
c.				
d.				
e.				
f.				
g.				
h.				

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

Date From/To	Street	City	State
a.			
b.	12/2016-12/2019		
c.	12/5/2019		
d.			
e.			

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

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

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

21. Position of applicant in dealer's business. N/A

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

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

36.25 % of profit

23. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises?  Yes  No if yes, explain  
DBA BBQ 1190 Highland Ave. DBA BBQ 4441 Roswell Road.

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

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

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

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

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

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

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

Name Brad Stearns  
Residence [REDACTED]  
Business Address [REDACTED]  
Telephone Number [REDACTED] Number of years known 22

Name Caitlan McDonald  
Residence [REDACTED]  
Business Address [REDACTED]  
Telephone Number [REDACTED] Number of years known 14

Name Kitsy Rose  
Residence [REDACTED]  
Business Address [REDACTED]  
Telephone Number [REDACTED] Number of years known 18

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

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

**Verification**

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

*Matt Coggin*  
Matt Coggin (Feb 7, 2024 21:09 EST)  
Applicant's Signature (full name in ink)

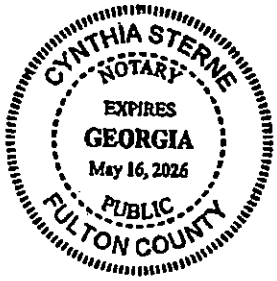
Matt Coggin  
Applicant's Name (Print or Type)

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

This 7 day of February, 2024.

*Cynthia Sterne*  
Notary Public

Seal:





## FINGERPRINTS NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

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

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

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

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

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

### PRIVACY ACT STATEMENT

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

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

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

Matt Coggin  
Matt Coggin (Feb 7, 2024 11:09 EST)  
\_\_\_\_\_  
APPLICANT SIGNATURE

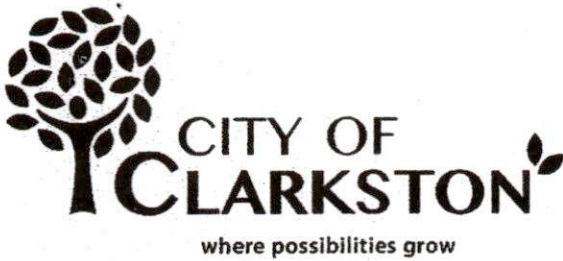
Feb 7, 2024  
\_\_\_\_\_  
DATE

Cynthia Sterne  
\_\_\_\_\_  
NOTARY SIGNATURE

2/7/2024  
\_\_\_\_\_  
DATE

SEAL





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

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

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

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

City of Clarkston Police Headquarters  
3921 Church St, Clarkston, GA 30021

Tuesday and Thursday 9:00 am - 2:00 pm  
\*\*by appointment only

Must bring Photo ID, (Driver's License or US Passport) and \$15.00

Name: Matt Coggin

Signature: Matthew Coggin

Date: 6/6/24

# BACKFLOW PREVENTION ASSEMBLY TEST & MAINTENANCE REPORT

## DEKALB COUNTY

Department of Watershed Management, 4572 Memorial Drive, Decatur, GA 30032, (404) 687-4075, [dekalbbackflow@dekalbcountyga.gov](mailto:dekalbbackflow@dekalbcountyga.gov)

Location Name <b>Tacos N BBQ</b>		Phone Number	Contact Name	
Location Address <b>4540 E PONCE DE LEON AVE, CLARKSTON GA, 30021</b>			Email Address	
Assembly Type <b>RP</b>	Assembly Manufacturer <b>Watts</b>	Assembly Model <b>LF009M2QT</b>	Size <b>1.5</b>	Serial Number <b>121907</b>
Assembly Physical Location <b>Hot box at street at meter</b>				
<input checked="" type="checkbox"/> Containment		<input type="checkbox"/> Isolation	<input checked="" type="checkbox"/> Domestic	
		<input type="checkbox"/> Fire		<input type="checkbox"/> Irrigation

	Check Valve #1	Check Valve #2	Relief Valve	PVB/SVB	Shut Off Valves	
<b>Initial Test</b>	<input checked="" type="checkbox"/> Held at <b>6.9</b> PSID	<input checked="" type="checkbox"/> Held at <b>1.4</b> PSID	<input checked="" type="checkbox"/> Opened at <b>3.4</b> PSID	<input type="checkbox"/> Air Inlet Opened at _____ PSID	Closed Tight	#1
	<input checked="" type="checkbox"/> Closed Tight	<input checked="" type="checkbox"/> Closed Tight	<input type="checkbox"/> Did Not Open	<input type="checkbox"/> Opened Fully		
<b>REPAIR</b>	<input type="checkbox"/> Leaked	<input type="checkbox"/> Leaked		<input type="checkbox"/> Check Held at _____ PSID	Leaked	
	<input type="checkbox"/> Leaked	<input type="checkbox"/> Leaked		<input type="checkbox"/> Leaked		
<b>R E P A I R</b>	<input type="checkbox"/> CLEANED	<input type="checkbox"/> CLEANED	<input type="checkbox"/> CLEANED	<input type="checkbox"/> CLEANED	CLEANED	<input type="checkbox"/>
	<input type="checkbox"/> REPLACED	<input type="checkbox"/> REPLACED	<input type="checkbox"/> REPLACED	<input type="checkbox"/> REPLACED	REPLACED	<input type="checkbox"/>
	<input type="checkbox"/> Disc	<input type="checkbox"/> Disc	<input type="checkbox"/> Disc	<input type="checkbox"/> Air Inlet Disc	REPAIR	<input type="checkbox"/>
	<input type="checkbox"/> Spring	<input type="checkbox"/> Spring	<input type="checkbox"/> Spring	<input type="checkbox"/> Air Inlet Spring		<input type="checkbox"/>
	<input type="checkbox"/> Guide	<input type="checkbox"/> Guide	<input type="checkbox"/> Diaphragm	<input type="checkbox"/> Check Disc		<input type="checkbox"/>
	<input type="checkbox"/> Seat	<input type="checkbox"/> Seat	<input type="checkbox"/> Seat	<input type="checkbox"/> Check Spring		<input type="checkbox"/>
	<input type="checkbox"/> O-Ring(s)	<input type="checkbox"/> O-Ring(s)	<input type="checkbox"/> O-Ring(s)	<input type="checkbox"/> Float		<input type="checkbox"/>
	<input type="checkbox"/> Module	<input type="checkbox"/> Module	<input type="checkbox"/> Module	<input type="checkbox"/> Diaphragm		<input type="checkbox"/>
	<input type="checkbox"/> Rubber Kit	<input type="checkbox"/> Rubber Kit	<input type="checkbox"/> Rubber Kit	<input type="checkbox"/> Rubber Kit		<input type="checkbox"/>
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Other	<input type="checkbox"/>
<b>Final Test</b>	_____ PSID <input type="checkbox"/> Closed Tight	_____ PSID <input type="checkbox"/> Closed Tight	Opened at _____ PSID	Air Inlet _____ PSID CK Valve _____ PSID	Closed Tight	<input type="checkbox"/>

Line Pressure at Time of Test	Test Date <b>2024-01-30</b>	Test Results <b>Pass</b>
Comments Removed irrigation RP as the line is not in use. Installed new device on domestic and tested		
Test Kit Manufacturer <b>Mid-west</b>	Test Kit Model <b>830</b>	Test Kit Serial Number <b>141272</b>
		Test Kit Calibration Date <b>2023-05-31</b>

I certify that the information in this report is true, complete, and accurate.

Tester Name <b>Richard Oltsevig</b>	Certification Number <b>BPAT-03938</b>
Tester Company <b>Re Andrews</b>	Tester Phone Number <b>678-262-6703</b>



DBA Tacos & BBQ is a family-owned food service establishment that has been proudly serving customers since its inception in 2009. Specializing in authentic, homemade cuisine, DBA Tacos & BBQ stands out for its commitment to crafting everything from scratch and smoking all items on site. The establishment will operate as a fast-casual restaurant with the added convenience of a drive-thru. The projected purchases vs. gross sales is \$1,300,000 food and \$500,000 alcohol.

#### Menu:

DBA Tacos & BBQ prides itself on offering a diverse menu featuring smoked meats and tacos. The menu features traditional BBQ favorites alongside the savory delights of traditional street tacos. This unique combination provides a broad appeal, ensuring satisfaction for both BBQ enthusiasts and those with a penchant for Mexican-inspired flavors.

#### Location:

Situated as a neighborhood destination, DBA Tacos & BBQ hopes to become a cornerstone in the community like it has in Virginia Highlands and Chastain Park. The drive-thru will cater to on-the-go customers, including commuters and locals alike. The strategic placement of an information sign at exit 3 serves as a beacon, attracting those passing by and creating a steady flow of diners.

#### Marketing Strategy:

DBA Tacos & BBQ employs a robust marketing strategy to maximize visibility. The establishment has engaged a publicist to enhance its presence in both traditional and digital media. Additionally, a strategically placed billboard contributes to local advertising efforts, ensuring that the brand remains top-of-mind for potential customers.

Beyond serving delicious food, DBA Tacos & BBQ has become a pillar in the community. Through active participation in local events, sponsorships, and collaborations, the establishment has cultivated a strong bond with its patrons. This approach not only enhances brand loyalty but also establishes us as an integral part of the city.

In summary, DBA Tacos & BBQ is not just a food service; it is a culinary institution with a rich history, a commitment to quality, and a dedication to serving as a vital community hub.

DBA Tacos and BBQ  
4540 E. Ponce De Leon Ave  
Clarkston, GA 30021

Menu:

**Appetizers:**

Chips, Salsa, Guacamole, cheese dip

**Entrees:**

**Sandwiches**

Pork  
Brisket  
Chicken Breast

**Plates**

Pork  
Brisket  
Chicken Breast  
Bone in Chicken  
Smoked Wings  
Ribs  
Turkey  
Combo Meals  
House Salad add Meat

**Tacos**

Pork  
Brisket  
Chicken Tinga

**Sides**

Mac and Cheese  
Baked Beans  
Collards  
Corn on the Cob  
Sauteed Green Beans  
Potato Salad  
Cole Slaw  
Fries  
Side Salad  
Rice and beans

**Dessert**

Banana Pudding  
Cookies  
Brownies  
Churros

**Sodas**

Water  
Wine, beer, alcohol

# STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

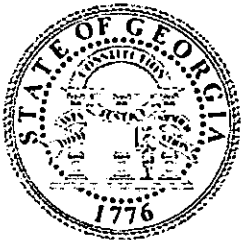
## CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**DBA Tacos and BBQ, LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/06/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **03/15/2023**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**ARTICLES OF ORGANIZATION**

\*Electronically Filed\*  
Secretary of State  
Filing Date: 3/6/2023 12:36:44 PM

**BUSINESS INFORMATION**

**CONTROL NUMBER** 23059340  
**BUSINESS NAME** DBA Tacos and BBQ, LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 03/06/2023

**PRINCIPAL OFFICE ADDRESS**

**ADDRESS** 4540 E. Ponce de Leon Avenue, Clarkston, GA, 30021, USA

**REGISTERED AGENT**

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
Glenn M. Lyon, Esq.	1397 Carroll Drive, NW, Suite 200, Atlanta, GA, 30318, USA	Fulton

**ORGANIZER(S)**

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
Matt Coggin	ORGANIZER	4540 E. Ponce de Leon Avenue, Clarkston, GA, 30021, USA

**OPTIONAL PROVISIONS**

I. The purposes of the Company are to engage in, promote, conduct and carry on any lawful acts or activities for which companies may be organized under the laws of the State of Georgia. II. The private property or assets of the members of the Company shall not to any extent whatsoever be subject to the payment of the debts of the Company. III. The rights, powers, privileges and discretionary authority of the members shall be determined and governed by the Operating Agreement signed by each of the members as amended from time to time. IV. The Company reserves the right to amend, alter, change or repeal any provision herein contained, in the manner now or hereafter prescribed by statute, and all rights, powers, privileges and discretionary authority granted or conferred upon members are granted subject to this reservation. V. The Company is to have perpetual existence.

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** Glenn M. Lyon, Esq.  
**AUTHORIZER TITLE** Attorney In Fact

City of Clarkston Permits  
392 Church St.  
Clarkston,GA 30021  
Tel: 4042966489

Date: 02/09/24 07:38:56

Cardholder: CYNDI STERNE MESSAGE IN A  
BOTTLE  
Card Number: xxxxxxxxxxxx  
Card Type: Visa  
AVS Street:   
AVS Zip:   
Type: Credit Card Sale  
Ref #: 3664811992  
Auth Code: 009808  
Description: NEW ALCOHOL LIC/ DBA  
TACOS & BBQ

AMOUNT: 3,700.00  
TAX: 0.00  
=====  
TOTAL: 3,700.00

X \_\_\_\_\_  
CYNDI STERNE MESSAGE IN A BOTTLE

I AGREE TO PAY ABOVE TOTAL AMOUNT  
ACCORDING TO CARD ISSUER  
AGREEMENT

**BACKGROUND CHECK OWNERS/MANAGERS**

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

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

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

**Fees:**

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

Payment Forms: Cash or Credit Card

Name: Lee Karen Coggin Date: \_\_\_\_\_

Business: DBA Tacos & BBQ Title: partner

Are you an Owner or Manager?  Manager  Owner  Partner

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

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

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

Are you currently serving probation?  Yes, Please Explain  No

**For Official Use Only**

**City Hall:**

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_ ID Paid:  Yes  No

**Police Department:**

Criminal History Record Checked?  Yes  No

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

Permit No. \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Please Print Name

**ALCOHOLIC BEVERAGE PERSONNEL STATEMENT  
OWNERS/MANAGERS/ASSISTANT MANAGERS**

For Official Use Only

Type of License: \_\_\_\_\_

Business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

1. Lee Karen Coggin \_\_\_\_\_  
Full Name of Applicant and Address

2. Social Security Number: \_\_\_\_\_

3. Driver's License Number: \_\_\_\_\_

4. Date of Birth: 1948 Place of Birth: Elmira, New York

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

- a.  by birth
- b.  Naturalized

Date: \_\_\_\_\_ Place: PA Court: \_\_\_\_\_

Petition Number: \_\_\_\_\_ Certificate Number: \_\_\_\_\_

Derived Parent Certificate Number(s) \_\_\_\_\_

Alien Registration Number: \_\_\_\_\_

Native Country: \_\_\_\_\_ Date of Port Entry: \_\_\_\_\_

6. How long have you been a legal resident of Georgia? 43 Years 4 Months

7. Marital Status  Single  Married  Widowed  Divorced  Separated

8. If married, give spouse's full name John Thomas Coggin, JR

9. Physical Description of Applicant White Race F Sex 5'1" Height 112 Weight  
75 Age Brown Hair Color Brown Eyes

10. Education and training specific to restaurant/alcohol field. None

11. Have you ever used or been known by any other name  Yes  No

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

Lee Karen Liddick (maiden name 19 years)

13. Are you registered to vote in the state of Georgia  Yes  No  
County Registered DeKalb Number of years registered 43

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

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

Name of City ATLANTA

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

	From	To	Employer	Occupational Duties	Reason for Leaving
a.	1981	2018	Anteri INTERIORS	owner-interior designer	Retired
b.					
c.					
d.					
e.					
f.					
g.					
h.					

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

	Date From/To	Street	City	State
a.	2000 - present	[REDACTED]	[REDACTED]	[REDACTED]
b.				
c.				
d.				
e.				

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

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

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

Matthew Charles Coggin DEB TACOS & BBQ

21. Position of applicant in dealer's business. partner - no working position

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

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

\_\_\_\_\_



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

DBA Barbecue 1190 North Highland Ave NE ATLANTA, GA. 30306

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

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

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

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

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

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

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

Name Elaine Kipper  
Residence \_\_\_\_\_  
Business Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Number of years known 23

Name Wilma Smith  
Residence \_\_\_\_\_  
Business Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Number of years known 23

Name Susan Scheitler  
Residence \_\_\_\_\_  
Business Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Number of years known 20

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

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

**Verification**

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

Lee Karen Coggin  
Applicant's Signature (full name in ink)

Lee Karen Coggin  
Applicant's Name (Print or Type)

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

This 16 day of February, 2024.

Cynthia Sterne  
Notary Public

Seal:





## FINGERPRINTS NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

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

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

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

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

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

### PRIVACY ACT STATEMENT

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

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

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

Matthew Cozart  
APPLICANT SIGNATURE

5/31/24  
DATE

Cynthia Sterne  
NOTARY SIGNATURE

May 31, 2024  
DATE

SEAL





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

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

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

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

City of Clarkston Police Headquarters  
3921 Church St, Clarkston, GA 30021

Tuesday and Thursday 9:00 am - 2:00 pm  
\*\*by appointment only

Must bring Photo ID, (Driver's License or US Passport) and \$15.00

Name: Lee K. Coggin

Signature: Lee K. Coggin

Date: 5/31/2024



**Mayor**  
*Beverly H. Burks*

**City Council**  
*Debra Johnson, Vice Mayor*  
*Yterenickia Bell*  
*Jamie Carroll*  
*Susan Hood*  
*Mark Perkins*

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DBA Tacos and BBQ was inspected on 5/8/2024 due to an alcohol license submission.

Sec. 3-55. -Proximity of establishments to school ground, church, library, public park or adult entertainment establishment.

Distance measurements indicate there are no schools, school grounds, public parks, churches, or libraries within one hundred (100) yards of the entrance to 4540 E. Ponce De Leon Ave.

The right side front entrance of 4540 E. Ponce De Leon Ave to the front entrance of Brockett Triangle Package Store is 221.3 yards

The left side front entrance of 4540 E. Ponce De Leon Ave to the front entrance of Brockett Triangle Package store is 192.3 yards.

There are no adult entertainment establishments within one hundred sixty-six (166) yards of the entrance to 4540 E. Ponce De Leon Ave.

There are no single-family residences within fifty (50) yards of the entrance to 4540 E. Ponce De Leon Ave.



CITY OF CLARKSTON

ITEM NO: 7D

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: OCTOBER 1, 2024

SUBJECT: To consider adoption a resolution to repeal the City’s non-detainer policy and to require the Clarkston Police Department to cooperate with Federal authorities pursuant to O.C.G.A. §35-1-17.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO
PAGES:

PRESENTER CONTACT INFO: Stephen Quinn, City Attorney
PHONE NUMBER: 404-292-9465

PURPOSE: To consider adoption a resolution to repeal the City’s non-detainer policy and to require the Clarkston Police Department to cooperate with Federal authorities pursuant to O.C.G.A. §35-1-17.

NEED/ IMPACT: The 2024 Georgia General Assembly adopted HB 1105, which has been signed into law, and has amended O.C.G.A. § 35-1-17 to requires all Georgia cities to cooperate with ICE and enforce detainer requests.

RECOMMENDATION: The City Council repeal the resolution dated May 2, 2017, adopting a “non-detainer policy”; the Clarkston Police Department cooperate with federal authorities pursuant to O.C.G.A. § 35-1-17; and annually seek a memorandum of understanding with ICE and, if ICE responds accordingly, enter into a memorandum of understanding with ICE pursuant to O.C.G.A. § 35-1-17.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY OF CLARKSTON TO REPEAL ITS NON-DETAINER POLICY AND TO REQUIRE THE CLARKSTON POLICE DEPARTMENT TO COOPERATE WITH FEDERAL AUTHORITIES PURSUANT TO O.C.G.A. § 35-1-17.**

**WHEREAS**, the U.S. Immigration and Customs Enforcement (“ICE”) issues “detainer requests” (sometimes also referred to as “administrative warrants”) to local law enforcement agencies pursuant to 8 C.F.R. 287.7; and

**WHEREAS**, ICE detainer requests ask local law enforcement to hold a person believed by ICE to be in the U.S. illegally; and

**WHEREAS**, ICE detainer requests are not judicial warrants and, under the Tenth Amendment to the United States Constitution, the federal government cannot force state or local governments to honor such requests; and

**WHEREAS**, the City Council therefore previously adopted a “non-detainer policy” by resolution dated May 2, 2017; and

**WHEREAS**, the 2024 Georgia General Assembly adopted HB 1105, which has been signed into law, and has amended O.C.G.A. § 35-1-17 to requires all Georgia cities to cooperate with ICE and enforce detainer requests.

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

- 1) The resolution dated May 2, 2017 adopting a “non-detainer policy” is hereby repealed.
- 2) The Clarkston Police Department shall cooperate with federal authorities pursuant to O.C.G.A. § 35-1-17.
- 3) The Clarkston Police Department shall annually seek a memorandum of understanding with ICE (as has been done by means of the letter from Chief Hudson attached hereto as Exhibit A) and, if ICE responds accordingly, enter into a memorandum of understanding with ICE pursuant to O.C.G.A. § 35-1-17.



**SO RESOLVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA**

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BEVERLY H. BURKS, Mayor

**ATTEST:**

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Tomika Mitchell, City Clerk

Approved as to Form:

*Stephen Quinn*  

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Stephen G. Quinn, City Attorney



## City of Clarkston Police Department

3921 Church Street  
Clarkston, GA 30021

PHONE (404) 292-9465 FAX (404) 298-1522

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September 18, 2024

Daniel A. Bible  
Executive Associate Director  
U.S. Immigration and Customs Enforcement  
Enforcement and Removal Operations  
500 12th Street SW  
Washington, D.C. 20024

**RE: City of Clarkston, Georgia's Request for Information Related to 287(g)  
Partnership Opportunities**

Dear Associate Director Bible:

Pursuant to Code Section 35-1-17(b)(2) and Code Section 50-36-4(b) of the Official Code of Georgia Annotated, I am formally requesting information related to 287(g) partnership opportunities.

Sincerely,

A handwritten signature in blue ink that reads "Christine Hudson".

Chief Christine Hudson  
Clarkston Police Department

CITY OF CLARKSTON

ITEM NO: 6A

CLARKSTON CITY COUNCIL WORK SESSION/ MEETING

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Approval

MEETING DATE: OCTOBER 1, 2024

**SUBJECT:** To consider adopting a Resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST) Bond for \$7,000,000.

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT:  
Tammi Saddler Jones, Interim City Manag  
PHONE NUMBER: 404-296-6489

**PURPOSE:** To consider and adopt a resolution providing for:

1. The issuance and sale of a \$7,000,000 principal amount City of Clarkston general obligation sales tax (SPLOST) bond, Series 2024 ;
2. Naming of a bond registrar and paying agent;
3. Adoption of a form to which said bond shall adhere;
4. The preparation of a tax digest with the levy of a sales tax sufficient to pay the bond principle and interest
5. Execution and delivery of said bonds
6. For other purpose related purposes

**NEED/ IMPACT:**

On November 7, 2023, DeKalb County held an election regarding the imposition of 1 (one) percent special purpose local option sales tax (SPLOST) within the entire County which included the authorization for the City of Clarkston to issue General Obligation Debt in an amount not to exceed \$12,000,000. Approximately 77% of all County voters approved the 1% SPLOST, with 76% approval in the City of Clarkston. Collections for the SPLOST began on April 1, 2024 and will continue until May 31, 2030 (six years). The city anticipated receiving approximately \$17.2 million, equating to roughly \$239,000 per month. The actual average monthly collections from April 1, 2024 to July 31, 2024 (four months of collections), has been \$224,465, or 94% of original estimates.

To finance the overall undertaking now contemplated, the Series 2024 Bonds were offered for sale pursuant to competitive bid by the Davenport & Company, as financial advisor (the "Financial Advisor"), pursuant to a Request for Proposal, dated August 28, 2024, and the received seven bids on September 12, 2024 and this Resolution shall ratify and approve the winning bid.

**RECOMMENDATIONS:**

Council to discuss and review the referenced Resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST) Bond for \$7,000,000 through Webster Bank, one of 7 bidders that replied to a request for proposals, that submitted the better proposal with a fixed interest rate of 3.41%.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION PROVIDING FOR: (1) THE ISSUANCE AND SALE OF THE \$7,000,000 CITY OF CLARKSTON GENERAL OBLIGATION SALES TAX BOND, SERIES 2024; (2) THE NAMING OF A BOND REGISTRAR AND PAYING AGENT FOR SAID BOND; (3) THE ADOPTION OF A FORM TO WHICH SAID BOND SHALL ADHERE; (4) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BOND; (5) THE EXECUTION AND DELIVERY OF SAID BOND; AND (6) FOR OTHER RELATED PURPOSES:

WHEREAS, at an election duly called and held in DeKalb County (the “County”) on the 7th day of November, 2023, a majority of the registered voters of the County and the City of Clarkston, Georgia (the “City”) voting in said election (the “Election”) voted in favor of (a) the issuance by the City of its general obligation debt in an aggregate principal amount of up to \$12,000,000 (the “Debt”) to finance all or a portion of the cost of (i) certain capital outlay projects (the “Projects”), (ii) capitalized interest on the Debt, and (iii) issuing the Debt and (b) the authorization of the continuation of a one percent special purpose local option sales tax (the “Sales and Use Tax”) for a period of time not to exceed six years; and

WHEREAS, the County, the City, and the other qualified municipalities located wholly within the County (the “Municipalities”) entered into an Intergovernmental Agreement (the “Intergovernmental Agreement”) pursuant to which the Sales and Use Tax proceeds will be divided amongst the County, the City, and Municipalities (58.333% to the County, 2.028% to the City, with the balance distributed amongst the other municipalities within the County in accordance with the Intergovernmental Agreement); and

WHEREAS, the City desires to issue, pursuant to the terms of this Bond Resolution (the “Resolution”), a portion of the authorized Debt in the principal amount of \$7,000,000 which is herein authorized to be issued in the form of its General Obligation Sales Tax Bond, Series 2024 (as hereinafter authorized, the “Series 2024 Bond”); and

WHEREAS, to finance the overall undertaking now contemplated, the Series 2024 Bond was offered for sale pursuant to competitive bid by Davenport & Company LLC, as financial advisor (the “Financial Advisor”), pursuant to a Request for Proposal, dated August 28, 2024, and the City received bids on September 12, 2024 and this Resolution shall ratify and approve the winning bid; and

WHEREAS, the bid of a responsive bidder resulting in the lowest true interest cost was submitted by Webster Bank, National Association (the “Purchaser”), and a copy of such bid is attached to this Resolution as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration it is deemed advisable and in the best interest of the City that the Series 2024 Bond be sold to the Purchaser, the Purchaser having in all respects complied with the terms of the Request of Proposal; and

WHEREAS, in order to comply with Article IX, Section V, Paragraph VI of the Georgia Constitution, the City needs to levy an ad valorem tax sufficient to pay the debt service on the Series 2024 Bond; and

WHEREAS, such ad valorem tax shall only be collected in the event that the proceeds of the Sales and Use Tax are insufficient to pay the debt service on the Series 2024 Bond; and

WHEREAS, it is necessary for the City to designate a Bond Registrar and Paying Agent to act in its behalf with respect to the Series 2024 Bond; and

WHEREAS, it is necessary to adopt a form to which the Series 2024 Bond shall adhere and to provide for the execution and delivery of the Series 2024 Bond and other matters in connection with the issuance and delivery of the Series 2024 Bond; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston, Georgia (the “City Council”), and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Terms of Series 2024 Bond; Payment. (a) There is hereby authorized the issuance and delivery of the Series 2024 Bond, the proceeds of which shall be used to finance all or a portion of the cost of (i) the Projects and (ii) issuing the Series 2024 Bond. The Series 2024 Bond shall be designated as the “City of Clarkston, Georgia General Obligation Sales Tax Bond, Series 2024” and shall be issued in the principal amount of \$7,000,000. The Series 2024 Bond shall be dated as of the date of its issuance and shall bear interest from said date at 3.41% per annum (based on a 360-day year comprised of twelve 30-day months) until paid. Interest shall be payable on June 1, 2025, and semiannually thereafter on June 1 and December 1 in each year (each such date, an “Interest Payment Date”). The Series 2024 Bond matures on June 1, 2028, and is subject to mandatory sinking fund prepayments as set forth herein.

(b) Payments of interest on the Series 2024 Bond shall be paid by check or draft at the close of business on the 15th day of the calendar month next preceding each Interest Payment Date (the “Record Date”), and such payments of interest shall be mailed by first class mail to such person at the address on the books of registry kept by the Bond Registrar; provided, however, interest and mandatory sinking fund prepayments on the Series 2024 Bond shall be paid to any registered owner of more than \$1,000,000 in aggregate principal amount of the Series 2024 Bond by wire transfer to such registered owner if written instructions are given to the Paying Agent prior to the Record Date preceding the Interest Payment Date, and interest shall continue to be so paid until such wire instructions are revoked in writing. Both the principal of and interest on the Series 2024 Bond shall be payable in immediately available funds in lawful money of the United States of America.

Section 2. Findings. The City hereby finds that the Series 2024 Bond, when added to all other indebtedness of the City, will be within the applicable 10% constitutional

debt limitation imposed by Article IX, Section V, Paragraph I of the Constitution of the State of Georgia.

Section 3. Designation of Bond Registrar and Paying Agent. The Finance Director of the City is hereby designated to act as Bond Registrar and Paying Agent with respect to the Series 2024 Bond.

Section 4. Debt Service Schedule. The City Council does hereby determine that for the purpose of paying the principal of and interest on the Series 2024 Bond, it is necessary to raise, by a tax on all the taxable property in the City, the amounts in the years as more fully set forth in Exhibit A attached hereto and made a part hereof.

Section 5. Preparation of Tax Digest. Prior to the issuance of the Series 2024 Bond and in each year that the Series 2024 Bond is outstanding, the City Clerk or the Finance Director is hereby directed to ascertain from the tax returns made to the Tax Commissioner of DeKalb County, and from the tax returns made to the Commissioner of Revenue of the State of Georgia, the total value of all the property in the City subject to taxation for general obligation bond purposes, and to prepare a digest of all such property.

Section 6. Tax Levy; General Obligation. There is hereby levied an annual tax upon all the property within the City subject to taxation for general obligation bond purposes, at such rate as will raise the amounts in the years listed in Exhibit A. The funds provided by such tax are irrevocably pledged to the payment of the principal of and interest on the Series 2024 Bond. Notwithstanding the foregoing, such tax shall not be collected unless the City's portion of the Sales and Use Tax, as described in the Intergovernmental Agreement, shall not be sufficient to make payments of principal of and interest on the Series 2024 Bond when due. The Series 2024 Bond constitutes a direct and general obligation of the City and will constitute a pledge of the full faith, credit and taxing power of the City.

Section 7. Execution of Series 2024 Bond. The Series 2024 Bond shall be executed for and on behalf of the City by the manual or duly authorized reproduced facsimile signature of the Mayor and the corporate seal of the City shall be imprinted or impressed thereon and attested by the manual or duly authorized reproduced facsimile signature of the City Clerk. In case any officer whose signature shall be affixed to the Series 2024 Bond or who shall have sealed the Series 2024 Bond shall cease to be such officer before the Series 2024 Bond so signed and sealed shall have been actually delivered, the Series 2024 Bond, nevertheless, shall be the valid Series 2024 Bond of the City 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 City when the Bond shall be actually delivered.

Section 8. Bond Form. The Series 2024 Bond, the certificate of validation, certificate of authentication and the provision for registration shall be in substantially the following form:

(FORM OF BOND)

UNITED STATES OF AMERICA

STATE OF GEORGIA

CITY OF CLARKSTON, GEORGIA

GENERAL OBLIGATION SALES TAX BOND, SERIES 2024

No. R-1

Dated Date: October 10, 2024

\$7,000,000

Maturity Date: June 1, 2028

Interest Rate: 3.41%

KNOW ALL MEN BY THESE PRESENTS: That the City of Clarkston, Georgia (the “City”) hereby acknowledges itself to owe, and for value received hereby promises to pay to Webster Bank, National Association, or registered assigns, in lawful money of the United States of America, the principal sum shown above on the Maturity Date indicated above and interest hereon at the rate per annum set forth above (based on a 360-day year comprised of twelve 30-day months), payable June 1, 2025, and semiannually thereafter on the first days of June and December in each year (each an “Interest Payment Date”) from the Interest Payment Date next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to the first Interest Payment Date, in which event from October 10, 2024, or unless the date of authentication and registration is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date) until payment of the principal amount hereof. The interest hereon shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a “Record Date”) by check or draft, drawn on the Finance Director of the City, as the Bond Registrar and Paying Agent (the “Paying Agent” or the “Bond Registrar”) and mailed, by first class mail, postage prepaid, to such person at the address on the books of registry kept by the Bond Registrar. Mandatory sinking fund prepayments and interest on this bond shall be paid by wire transfer to such registered owner if written wire transfer instructions are given to the Paying Agent prior to the Record Date. Interest and mandatory sinking fund prepayments shall continue to be so paid until such wire transfer instructions are revoked in writing. Both the principal of and interest on this bond shall be payable in immediately available funds in lawful money of the United States of America.

The proceeds of the sale of this bond will be used to finance all or a portion of the cost of (i) certain capital outlay projects for the City (the “Projects”) and (ii) issuing this bond. This bond is authorized by the Constitution and laws of the State of Georgia, an election held on November 7, 2023 (the “Election”) and by a resolution of the City Council duly adopted on October 1, 2024

(the “Bond Resolution”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Resolution.

This bond may be registered as transferred only upon the registration books kept for that purpose at the designated office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of charges, if any, provided in the Bond Resolution. This bond may not be exchanged.

The person in whose name this bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered holder shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

This bond is subject to optional prepayment in whole or in part beginning on October 10, 2026, and on any business day thereafter at a prepayment price equal to the principal amount of this bond to be prepaid, plus accrued interest. Any partial prepayment of this bond (a) must be in a principal amount of at least \$1,000,000, (b) shall occur no more than once during any calendar year, and (c) shall be applied to the then remaining scheduled installments of principal payable on this bond in inverse order of principal installments due. This bond is subject to mandatory sinking fund prepayment in the amounts and on the dates set forth below:

<u>Date</u>	<u>Amount</u>
June 1, 2025	\$1,765,000
June 1, 2026	1,855,000
June 1, 2027	1,945,000
June 1, 2028*	1,435,000

---

\*Final Maturity.

At least thirty days before the date upon which any optional prepayment is to be made, a notice of intention so to prepay, designating the prepayment date and the amount of this bond to be prepaid, shall be mailed by first class mail, postage prepaid, to the registered owner of this bond at the address which appears in the books of registration hereinabove provided for. The failure to mail any such notice, the failure to receive such notice or any defect therein shall not affect the validity of the proceedings for such prepayment or cause the interest to accrue on the principal amount of this bond so designated for prepayment after the prepayment date.

No presentment of this bond shall be required to receive optional prepayments or mandatory sinking fund prepayments.



Pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the “Sales Tax Act”) and the Election, there has been enacted a one percent special purpose local option sales tax (the “Sales and Use Tax”) on all sales and uses within DeKalb County for the purpose of financing the Projects and paying the principal of and interest on this bond as the same become due. The Sales and Use Tax will be collected for a period of six years, and commenced on April 1, 2024, in accordance with the Sales Tax Act. Pursuant to an Intergovernmental Agreement between the County, the City and the Municipalities, the City will receive 2.028% of the Sales and Use Tax proceeds.

This bond constitutes a direct and general obligation of the City and constitutes a pledge of the full faith, credit, and taxing power of the City. The principal of and interest on this bond are payable first from the proceeds of the City’s portion of the Sales and Use Tax. The City has covenanted in the Bond Resolution that, to the extent that such proceeds are insufficient to pay the principal of and interest on this bond, the principal of and interest on this bond are payable from an ad valorem tax, unlimited as to rate or amount, which the City shall levy upon all taxable property within the City subject to taxation for general obligation bond purposes. The funds provided by such tax are irrevocably pledged to the payment of the principal of and interest on this bond. Notwithstanding the foregoing, such tax shall not be collected unless the City’s portion of the Sales and Use Tax, as described in the Intergovernmental Agreement, or other lawfully available funds shall not be sufficient to make payments of principal of and interest on this bond when due.

The City has designated this bond as a “qualified tax-exempt obligation” under Section 265 of the Internal Revenue Code of 1986, as amended.

It is further certified and recited, that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be performed or happen pursuant to and in the issuance of this bond, exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection, if necessary, of a direct annual tax, unlimited as to rate or amount, on all property subject to taxation for general obligation bond purposes located in the City, sufficient to pay the principal of and interest on this bond, in accordance with its terms, and that the total indebtedness of the City, including this bond, does not exceed any limitation prescribed by said Constitution or statutes.

This bond shall not be entitled to any benefit under the authorizing resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the authentication certificate hereon endorsed.

IN WITNESS WHEREOF, City of Clarkston, Georgia has caused this bond to be executed by the duly authorized manual or facsimile signature of the Mayor of the City and its corporate seal to be impressed or imprinted hereon and attested by the duly authorized manual or facsimile signature of the City Clerk.

(CORPORATE SEAL)

CITY OF CLARKSTON, GEORGIA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

\* \* \* \* \*

CERTIFICATE OF AUTHENTICATION

This bond was authorized by the within mentioned authorizing resolution of the Mayor and City Council of the City of Clarkston, Georgia, adopted October 1, 2024, and is hereby authenticated as of the date of its execution as stated in this bond.

CITY OF CLARKSTON, GEORGIA,  
as Bond Registrar

By: \_\_\_\_\_  
Finance Director

Date of Authentication: October 10, 2024

\* \* \* \* \*

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF DEKALB

The undersigned Clerk of the Superior Court of DeKalb County, State of Georgia, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of DeKalb County, Georgia, on the 1<sup>st</sup> day of April, 2024 (Civil Action File No. 24CV3146), that no intervention or objection was filed thereto and that no appeal has been prosecuted therefrom.

WITNESS my manual or facsimile signature and the seal of the Superior Court of DeKalb County, Georgia.

---

Clerk, Superior Court,  
DeKalb County, Georgia

(SEAL)

\* \* \* \* \*

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER  
OF ASSIGNEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the within Bond of the CITY OF CLARKSTON, GEORGIA and does hereby constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books of the Bond Registrar, with full power of substitution in the premise.

Date: \_\_\_\_\_

In the presence of: \_\_\_\_\_

\_\_\_\_\_  
Bondholder

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\* \* \* \* \*

(End of Bond Form)

Section 9. Approval of Winning Bid; Sale of Bond. The use and distribution of the Request for Proposals dated August 28, 2024 is hereby ratified and approved. The City hereby approves and accepts the bid of the Purchaser attached hereto as Exhibit B. The sale of the Series 2024 Bond to the Purchaser at a price of 100% of par is hereby authorized.

Upon receipt of the purchase price for the Series 2024 Bond, the Mayor or her designee is authorized to physically deliver the Series 2024 Bond to the Purchaser, and the Mayor or her designee is authorized to execute for and on behalf of the City such receipt for the proceeds of the Series 2024 Bond and such other closing certificates and proofs as may be necessary and proper. The Series 2024 Bond shall be properly executed, numbered and shall contain the terms set forth in this Resolution.

Section 10. Application of Proceeds. The proceeds from the sale of the Series 2024 Bond (excluding the proceeds to be used to pay costs of issuance) shall be remitted to the City and shall be used by the City to pay the costs of all or a portion of the Projects. The proceeds of the Series 2024 Bond to be used for the payment of issuance costs of the Series 2024 Bond shall be disbursed as provided below. The proceeds of the Series 2024 Bond remitted to the City shall be invested and reinvested by the City in the investments specified in O.C.G.A. Section 36-82-7 or any other applicable State of Georgia law.

The proceeds of the Series 2024 Bond that are to be used to pay costs of issuance of the Series 2024 Bond shall be disbursed by Webster Bank, National Association, in accordance with a closing memo dated the date of issuance of the Series 2024 Bond and signed by an officer (or officers) of the City properly authorized and designated to sign on the City's behalf for this purpose. Any undisbursed proceeds of the Series 2024 Bond shall be paid to the City and applied to pay the costs of the Projects.

Section 11. Authentication of Series 2024 Bond. The Series 2024 Bond shall not be valid or obligatory for any purpose unless and until the certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon the Series 2024 Bond shall be conclusive evidence that the Series 2024 Bond has been authenticated and delivered hereunder.

Section 12. Transfer and Exchange of Series 2024 Bond. The Bond Registrar shall cause books for the registration of transfer of the Series 2024 Bond to be kept. The Series 2024 Bond may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of the Series 2024 Bond at the principal office of the Bond Registrar, the City shall execute, and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees, a new Series 2024 Bond of the same series so surrendered and numbered consecutively in order of issuance according to the records of the Bond Registrar. The Series 2024 Bond may not be exchanged. Such transfers of registration shall be without charge to the owner of the Series 2024 Bond, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Series 2024 Bond requesting such transfer as a condition precedent to the exercise of such privilege. Notwithstanding the foregoing, the Series

2024 Bond may only be transferred to (a) affiliates of the Purchaser or (b) banks, insurance companies or other financial institutions or their affiliates. Nothing herein shall limit the right of the Purchaser or its assignees to sell or assign participation interests in the Series 2024 Bond.

If the Series 2024 Bond is surrendered upon any transfer provided for in this Resolution, the Series 2024 Bond shall be promptly canceled by the Bond Registrar and shall not be reissued. Upon request of the City, a certificate evidencing such cancellation shall be furnished by the Bond Registrar to the City.

Section 13. Registered Owners. The person in whose name the Series 2024 Bond is 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, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2024 Bond to the extent of the sum or sums so paid.

Section 14. Continuing Request. The inclusion of the foregoing provisions shall constitute (a) a continuing request from the City to the Clerk of the Superior Court of DeKalb County, unless her signature shall occur by facsimile, to execute the certificate of validation on any replacement Bond issued pursuant hereto, and (b) the appointment of the Bond Registrar as agent for the City to do any and all things necessary to affect any replacement or registration of transfer.

Section 15. Mutilated or Destroyed Series 2024 Bond. In case a Series 2024 Bond shall become mutilated or be destroyed or lost, the City Council, on behalf of the City, may cause to be executed, authenticated and delivered a new Series 2024 Bond in exchange or substitution for the Series 2024 Bond so mutilated, destroyed or lost, upon, in the case of a mutilated Series 2024 Bond, surrender of such Series 2024 Bond, or in the case of a destroyed or lost Series 2024 Bond, the owner filing with the City, the Paying Agent and the Bond Registrar evidence satisfactory to them that such Bond was destroyed or lost and providing indemnity satisfactory to them; provided, however, that if the owner of such destroyed or lost Series 2024 Bond has a minimum net worth of at least \$25,000,000, such owner's own unsecured agreement of indemnity shall be deemed to be satisfactory. If the Series 2024 Bond shall have matured, instead of issuing a new Series 2024 Bond, the City may pay the same Series 2024 Bond.

Section 16. Prepayment. The Series 2024 Bond is subject to optional prepayment in whole or in part beginning on October 10, 2026, and on any business day thereafter at a prepayment price equal to the principal amount of the Series 2024 Bond to be prepaid, plus accrued interest. Any partial prepayment of the Series 2024 Bond (a) must be in a principal amount of at least \$1,000,000, (b) shall occur no more than once during any calendar year, and (c) shall be applied to the then remaining scheduled installments of principal payable on the Series 2024 Bond in inverse order of principal installments due. The Series 2024 Bond is subject to mandatory sinking fund prepayment in the amounts and on the dates set forth below:

<u>Date</u>	<u>Amount</u>
June 1, 2025	\$1,765,000
June 1, 2026	1,855,000
June 1, 2027	1,945,000
June 1, 2028*	1,435,000

---

\*Final Maturity.

Notice of the prepayment of the Series 2024 Bond shall be given by the City to the owner of the Series 2024 Bond as set forth more fully in the form of the Series 2024 Bond.

No presentment of the Series 2024 Bond shall be required to receive optional prepayments or mandatory sinking fund prepayments.

Section 17. Establishment of Sufficiency; Sales Tax Account and Debt Service and City Sub-Accounts. Based upon historical levels of other sales and use taxes collected in the City, the amount of the Sales and Use Tax expected to be collected (and the amount apportioned to the City under the Intergovernmental Agreement), and the required debt service on the Series 2024 Bond, the City hereby determines that during each year in which any payment of principal or interest on the Series 2024 Bond becomes due, the City will receive Sales and Use Tax proceeds sufficient to fully satisfy its liability for debt service on the Series 2024 Bond. The Mayor is hereby authorized to direct the State of Georgia, Department of Revenue, Sales and Use Tax Division to mail all proceeds of the Sales and Use Tax being collected in the City to the custodian of the separate trust fund designated as the City of Clarkston Special Purpose Local Option Sales Tax Fund (the “Sales Tax Fund”) required by Section 6 of the Intergovernmental Agreement. Within the Sales Tax Fund, the City shall create the “Debt Service Sub-Account” and the “City Sub-Account.”

The Sales and Use Tax commenced on April 1, 2024 and will be collected for a period of six years, in accordance with O.C.G.A. Section 48-8-110 *et seq.*, as amended. The Sales and Use Tax proceeds received by the City in any bond year (June 2 through the following June 1) shall first be deposited in the Debt Service Sub-Account and used for paying debt service requirements on the Series 2024 Bond until such time as there is on deposit with the City in the Debt Service Sub-Account to be maintained by the City sufficient moneys to pay the principal and interest on the Series 2024 Bond coming due in that bond year; thereafter, such Sales and Use Tax proceeds shall be deposited in the City Sub-Account used to fund City Projects not funded with Debt. Should the moneys in the Debt Service Sub-Account and the City Sub-Account prove insufficient to make any required principal or interest payment on any Interest Payment Date, the City will be solely responsible to make available moneys to make the required payments of principal of and interest on the Series 2024 Bond from such other sources as are lawfully available to the City, including the tax levy described in Section 6 hereof.



Section 18. Tax Covenants and Representations; Bank Qualification. The Series 2024 Bond is being issued by the City in compliance with the conditions necessary for the interest income on the Series 2024 Bond to be exempt from federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to obligations of the State or political subdivisions thereof. It is the intention of the City that the interest on the Series 2024 Bond be and remain excludable from gross income for federal income tax purposes, and, to that end, the City hereby covenants that 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 Series 2024 Bond under Section 103 of the Code.

The City reasonably expects that the principal amount of the Series 2024 Bond, together with the original principal amount of all other tax-exempt obligations of the City and any entity subordinate thereto (other than obligations which are private activity bonds not qualified under Section 145 of the Code) issued in calendar year 2024, will, in the aggregate, not exceed \$10 million. The City hereby designates the Series 2024 Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code.

Section 19. Approval of Prior Actions; General Authority. All actions taken by the City Council, any officer or member of the City Council, any officer of the City or any agent or employee of the City relating to the authorization and issuance of the Series 2024 Bond, including, but not limited to, actions taken in connection with the validation of the Series 2024 Bond, be and the same are hereby ratified, approved and confirmed.

Section 20. Payments Due on Saturday, Sunday or Holiday. If a payment on the Series 2024 Bond is due on a Saturday, Sunday or any day that the office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding business day, provided, however, interest shall continue to accrue until such time as the payment is actually received by the registered owner.

Section 21. Waiver of Bond Audit. The City hereby waives the performance audit or performance review requirement referred to in O.C.G.A. Section 36-82-100.

Section 22. Repeal of Conflicting Resolutions. All resolutions, or parts thereof, that conflict with this Resolution are hereby repealed.

Section 23. Financial Covenants. The City shall furnish the registered owner of the Series 2024 Bond, for so long as the Series 2024 Bond remains outstanding, annual audited financial statements of the City (the “Financial Statements”) as soon as they are available, but no later than 270 days after the end of each fiscal year. This obligation may be satisfied by posting the Financial Statements on the Municipal Securities Rulemaking Board’s “EMMA” website or the City’s public website.

Section 24. General Authority. The proper officers, agents and employees of the City Council and the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2024 Bond and the execution, delivery and performance

of the documents and agreements authorized by this Resolution. If the Mayor or the City Clerk is unable or unwilling to carry out the transactions contemplated by the terms of this Resolution or to execute any documents authorized herein, including but not limited to the Bond, the Vice Mayor and Deputy City Clerk are hereby authorized to act/sign on behalf of the Mayor and City Clerk, respectively.

Section 25. Filing of Agreement. The City shall not file or submit or permit the filing or submission of this Resolution or any other document relating to the Series 2024 Bond (the “Bond Documents”) to any person for delivery to the Municipal Securities Rulemaking Board (the “MSRB”) that includes any of the following unredacted information regarding the Purchaser: physical or mailing addresses, account information, e-mail addresses, telephone numbers, facsimile numbers, tax identification numbers, or titles or signatures of officers, employees or other signatures. The City acknowledges the Purchaser is not responsible in connection with any filing with the MSRB relating to the Bond Documents.

ADOPTED AND APPROVED this 1st day of October, 2024.

(CORPORATE SEAL)

CITY OF CLARKSTON, GEORGIA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

EXHIBIT A  
TO BOND RESOLUTION

DEBT SERVICE SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2025	\$1,765,000	3.410%	\$153,165.83	\$1,918,165.83	
12/01/2025			89,256.75	89,256.75	
12/31/2025					\$2,007,422.58
06/01/2026	1,855,000	3.410%	89,256.75	1,944,256.75	
12/01/2026			57,629.00	57,629.00	
12/31/2026					2,001,885.75
06/01/2027	1,945,000	3.410%	57,629.00	2,002,629.00	
12/01/2027			24,466.75	24,466.75	
12/31/2027					2,027,095.75
06/01/2028	1,435,000	3.410%	24,466.75	1,459,466.75	
12/31/2028					1,459,466.75
	\$7,000,000		\$495,870.83	\$7,495,870.83	\$7,495,870.83

EXHIBIT B  
TO BOND RESOLUTION

WINNING BID

(Attached)

CITY CLERK'S CERTIFICATE

STATE OF GEORGIA

CITY OF CLARKSTON

The undersigned, City Clerk to the City Council of the City of Clarkston, Georgia DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the City Council, in a meeting duly assembled and open to the public at which a quorum was present, on the 1st day of October 2024, relating to the issuance and sale of a \$7,000,000 City of Clarkston, Georgia General Obligation Sales Tax Bond, Series 2024 the original of which has been duly recorded in the Minute Book of said City Council, which is in my custody and control.

GIVEN this the 1st day of October, 2024.

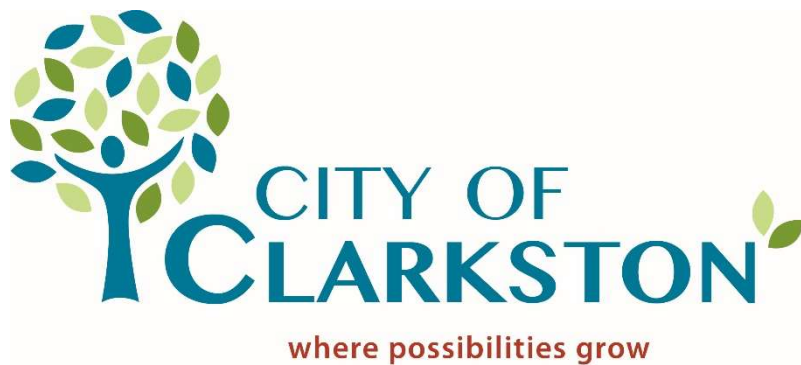
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City Clerk

(CORPORATE SEAL)

# City of Clarkston, Georgia

## RFP Results Presentation – Series 2024 SPLOST Bond



September 24, 2024

# Request for Proposals Solicitation



- Following Davenport’s Plan of Finance presentation on August 27th, 2024, a Request for Proposals (the “RFP”) was distributed on behalf of the City for the General Obligation Sales Tax Bond, Series 2024 (the “Series 2024 Bond”).
- The proceeds of the Series 2024 Bond will be used to finance (i) certain transportation and recreational capital projects within the City and (ii) pay for the costs of issuance associated with the Series 2024 Bond.
- On Thursday, September 12, 2024, Davenport received 7 proposals from the following lending institutions listed below. A summary of the bids can be found in the appendix herein.
- Davenport is recommending a proposal from Webster Bank. A summary is included on the subsequent page.

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First Citizens Bank (3.64%)	First Internet Bank (4.75%)	Flagstar Bank (4.47%)	South State Bank (4.15%)
Regions Bank (3.42%)*	Truist (3.61%)	Webster Bank (3.41%)	

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# Summary of Recommended Proposal



## Webster Bank

Not-to-Exceed Par Amount:	\$7,000,000
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Term	4 Years
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Rate:	3.41% (Fixed until Final Maturity)
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Prepayment:	Callable on or after October 10, 2026 at no penalty
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Legal Fees / Closing Costs:	\$0
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Closing Date:	October 10, 2024
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*In review of the proposals offered, Davenport, in conjunction with the City Staff determined that Webster Bank was the best choice for the City, due to the proposal having the lowest interest rate, no legal fees / closing costs and prepayment flexibility.*

*The rate offered by Webster is over 1.00% better than our initial planning rate.*

## Series 2024 Bond - Final Debt Service

Payment Date	Principal	Interest	Semi-Annual Total	Annual Total
6/1/2025	\$1,765,000	\$153,166	\$1,918,166	
12/1/2025	0	89,257	89,257	\$2,007,423
6/1/2026	1,855,000	89,257	1,944,257	
12/1/2026	0	57,629	57,629	2,001,886
6/1/2027	1,945,000	57,629	2,002,629	
12/1/2027	0	24,467	24,467	2,027,096
6/1/2028	1,435,000	24,467	1,459,467	1,459,467
<b>Total</b>	<b>\$7,000,000</b>	<b>\$495,871</b>	<b>\$7,495,871</b>	<b>\$7,495,871</b>

# Recommendation & Rationale

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- Davenport recommends that the City accept the 3.41% bid from Webster Bank to finance the Series 2024 Bond. This recommendation is based upon the following:
  - Webster Bank’s interest rate option was the lowest amongst all proposals;
  - Favorable prepayment flexibility without penalty;
  - Agreed to structured amortization schedule as proposed in the RFP;
  - No legal fees or closing costs; and,
  - The interest rate is fixed until final maturity, eliminating any future interest rate risk.

# Timetable / Next Steps



Date	Action
August 27	✓ <u>City Council Work Session</u> – Davenport presented Plan of Finance, Financing Schedule and method of sale.
August 28	✓ Davenport Distributed Request for Proposals to Local, Regional and National Banking Institutions.
Early September	✓ Davenport contacted prospective bidders.
September 12	✓ Davenport Received Responses to the Request for Proposals.
September 12 - 18	✓ Davenport negotiated with bidders.
September 24	<u>City Council Work Session</u> – Davenport to present RFP results / recommendation.
October 1	<u>City Council Regular Session:</u> City Council to approve recommended bid, bond resolution and other documents, as necessary.
October 1	Bond Documents Finalized and Executed.
October 10	Close on Series 2024 Bond.

# Appendix – RFP Bid Results Summary

City of Clarkston, Georgia

# RFP Bid Results Summary



City of Clarkston, Georgia General Obligation Sales Tax Bond, Series 2024			
Lender	Interest Rate	Prepayment Provisions	Lender Counsel Fee
Webster Bank	3.41%	Callable at par on or after October 10, 2026	\$0
Regions Bank	Option A: 3.60% (Indicative, Subject to Change)	Anytime and No Prepayment Penalty	\$8,500
	Option B: 3.55% (Indicative, Subject to Change)	Callable at par on or after October 10, 2025	
	Option C: 3.42% (Indicative, Subject to Change)	Non-callable	
Truist	3.61%	Prepayment subject to break-funding terms	\$3,500
First Citizens Bank	3.64%	Anytime in Whole (Not in Part) and No Prepayment Penalty	\$0
South State	4.15%	Year 1: 2% the principal prepaid Year 2 / 3: 1% of the principal prepaid Year 4 until maturity: No penalty	\$7,500
Flagstar Bank	4.47%	Anytime in Whole at 101% of par	\$5,000
First Internet	4.75%	Callable at par on or after March 1, 2027	\$4,000

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