



# CITY COUNCIL MEETING

*Beverly Burks –Mayor*

*Jamie Carroll*

*Awet Eyasu*

*Debra Johnson*

*Ahmed Hassan*

*Laura Hopkins*

*Robin I. Gomez– City Manager*

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## AGENDA

**Tuesday, March 2, 2021 7:00PM**

**By ZOOM**

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**A. CALL TO ORDER**

**B. ROLL CALL/ PLEDGE OF ALLEGIANCE**

**C. ADMINISTRATIVE BUSINESS/ PRESENTATION**

C1) Approve Minutes: Council Meeting 2-2-2021 and 2-23-2021 Executive Session

**D. REPORTS:**

- 1) Planning & Zoning Report
- 2) City Manager's Report
- 3) City Attorney's Report
- 4) Council Remarks
- 5) Mayor's Report

**E. 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.

**F. OLD BUSINESS**

**G. NEW BUSINESS**

- G1) Adopt Resolution Calling upon President Biden and the U.S. Congress to Provide Additional Assistance to the Rental Housing Community
- G2) Proclamation in recognition of Women's History Month
- G3) Proclamation in recognition of National Read Across America Day on March 2<sup>nd</sup>
- G4) Adopt Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement under the GMA Direct Leasing Program for the Lease/Purchase of a Bucket Truck (\$91,324) and a Pickup Truck (\$29,877) in the Principal Amount of \$121,201.00
- G5) Adopt Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement under the GMA Direct Leasing Program for the Lease/Purchase of a Sanitation Truck in the Principal Amount of \$145,919.00
- G6) Adopt a Resolution to create a task force to provide recommendations on policies and training for the Clarkston Police Department
- G7) Amend Clarkston Code of Ordinances, Article II. – Property Maintenance Code, Sec. 5-66 Notice of Violation Requiring a Warning Before Issuing a Citation Unless Issue is an Immediate Threat to Public Health or Safety
- G8) Review request to vacate/abandon Wagoner St
- G9) Adopt a Mask Mandate Ordinance
- G10) Adopt Resolution to Request GA General Assembly to Dissolve the CRA

**H. ADJOURNMENT:**

*Note: Detailed Information for Agenda Items can be found at the City of Clarkston Website [www.clarkstonga.gov/](http://www.clarkstonga.gov/)*

**MINUTES**  
**CLARKSTON CITY COUNCIL**

Tuesday, February 2, 2021

Via Zoom

Officials Present by Teleconference

Mayor: Beverly H. Burks

Council: Jamie Carroll, Awet Eyasu, Laura Hopkins

Debra Johnson

City Manager: Robin I. Gomez

City Clerk: Tracy Ashby

City Attorney: Stephen Quinn

**A. CALL TO ORDER**

**B. ROLL CALL/ PLEDGE OF ALLEGIANCE**

Jamie Carroll, Awet Eyasu, Debra Johnson, Laura Hopkins

Absent: Ahmed Hassan

**C. ADMINISTRATIVE BUSINESS/ PRESENTATION**

C1) Approve Minutes: Council Meeting 1-12-2021

Debra Johnson made a motion to Approve the 1-12-2021minutes. Awet Eyasu seconded the motion. A vote was called and the motion carried. (4,0).

C2) Micro Life Institute Inc/The Cottages on Vaughan Residential Development

Representatives for MicroLife provided a brief presentation on the status and progress of the project.

**D. REPORTS:**

1) Planning & Zoning Report

Shawanna Qawiy reported that the Zoning Rewrite contract has been completed and is pending signatures, She discussed the status for the steering committee, and she discussed that filming in Clarkston of Raising Dion for the week of February 2<sup>nd</sup>.

2) City Manager's Report

The City Manager provided updates on encouraging residents to continue to wear a mask, the importance of social distance, covid testing in Clarkston and that Ethne Health has started a vaccine site that will follow the State priority criteria.

Meeting restarted 7:18pm

Mr. Gomez discussed the City Administrative operations and that the buildings will remain to be closed, currently thru the end of February, and status will be contingent on covid updates. Alcohol server cards are now being issued by appointment only, building permits are being processed under an online process with the Planning Department. Mr. Gomez provided an update on decorative lighting, banners and plantings with the streetscape project. The Grand opening/ rededication for Friendship Forest will be held on Friday, 3-12-2021 at 1pm. He reminder that the Council/ Staff Retreat via zoom, will be held on Friday, February 12 and the public can watch meeting. Mr. Gomez provided the Financial report thru year end 2020 and there are no significant changes.

3) City Attorney's Report

No report

4) Council Remarks

Awet Eyasu discussed the Public Safety SAC meeting scheduled to be held by Zoom on 2-9-2021.

Laura Hopkins thanked the City Manager for assisting with vaccination drive on the past weekend.

5) Mayor's Report

The Mayor reminded residents of the upcoming Special Election 3-16-2021 and she encouraged active voting.

**E. 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.

Mayor Burks read the public comment policy.

Mr. Gomez provided the names of registered speakers.

Brian Medford thanked the City Manager for handling the issue on early morning dumpsters pickups on West Rowland.

Mark Perkins discussed his candidacy for the upcoming March 16 Special Election and he extended an invitation for residents to contact him.

**F. OLD BUSINESS**

F1) Appoint/ fill one (1) vacant position on the Planning and Zoning Board.

Awet Eyasu made a motion to nominate Lisa Williams to serve on the Planning and Zoning Committee.

Laura Hopkins seconded the motion. A vote was called and the motion carried (4,0).

**G. NEW BUSINESS**

G1) Standing Advisory Committees - Appointing/Selecting Chairs and Vice-Chairs

Discussion on the Standing Advisory Committee and the proposed Chair, Vice Chair and members of the SAC.

Public Safety and Legal Committee

Chair: Awet Eyasu

Vice Chair: Debra Johnson

Jamie Carroll

Mayor Burks

Housing and Infrastructure Committee

Co-Chair: Jamie Carroll

Vice Chair: Laura Hopkins

Debra Johnson

Mayor Burks

Community Development Committee

Chair: Debra Johnson

Vice Chair: Awet Eyasu

Transportation and Environment Committee

Chair: Awet Eyasu

Vice Chair: Laura Hopkins

Marketing and Civic Innovation Committee  
Chair: Ahmed Hassan  
Vice Chair: Debra Johnson  
Mayor Burks

Equity, Inclusion, and Opportunity  
Chair: Laura Hopkins  
Vice Chair: Debra Johnson  
Mayor Burks

Debra Johnson made a motion to approve the 2021 Standing Advisory Committee members with the inclusion of the Mayor on the Marketing & Civic Innovation Committee. Awet Eyasu seconded the motion. A vote was called and the motion carried (4,0).

G2) Public Hearing: Conditional use permit request for the property located at 1051 Montreal Road Suites B & C.

Shawanna Qawiy briefly explain the purpose for the item as a request from Mohommad Bilal Khattak for a conditional use permit for the property located at 1051 Montreal Road, Suites B & C, zoned I, Light Industrial Clarkston, GA 30021, for used a coin laundromat.

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

The Planning and Zoning Board recommended approval with staff's seven (7) recommendations amending the hours under condition number 7.

1. The business shall only be limited to operating as a coin laundromat.
2. There shall be no long term or overnight parking.
3. The owner/tenant shall adhere to Sections 12-20 Disorderly Conduct and 12-28 Noise.
4. The business shall not emit noise, vibrations, smoke, gas, fumes, or odors that would be a nuisance to the adjacent properties.
5. The business shall comply with the Department of Natural Resources-Environmental Protection Division (EPD) policies/ procedures and laws relative to air/land quality, environmental pollutants disposal.
6. The owner/tenant shall adhere to all City requirements for plan review, permitting, and business licensing.
7. Hours of operation shall be 6am -11pm, Monday thru Sunday.

The Mayor opened the public hearing.

No speakers in favor or opposition to the request

The Mayor closed the public hearing.

Discussion that the location for a laundry mat will be helpful for the surrounding apartment communities.

Debra Hopkins made a motion to approve the request for Conditional use permit for property located at 1051 Montreal Rd Ste B and C zoned I, Light Industrial, for used a coin laundromat, with the 7 condition as listed by Planning & Zoning Board. Laura Hopkins seconded the motion.

Awet Eyasu asked if the applicant was agreeable to for the seven conditions? Mohommad Bilal Khattak stated he was in agreement with the seven conditions for the conditional use permit. The vote was called and the motion carried (4, 0).

G3) Consider a request for a shared or reduced parking agreement from Mr. Henock Mekonnen for a proposed retail development at 3884 E. Ponce de Leon Avenue with the current parking (property) for a gas station located at 3874 E. Ponce de Leon Avenue.

Shawanna Qawiy detailed the request. Under Code Section 1108, the Mayor and City Council shall review and approve requests to reduce the parking requirements through a shared or reduced parking arrangement. Staff has recommended approving the reduced/shared parking agreement of 33 spaces with the conditions that the applicant adheres to Section 1108: Shared or reduced parking standards, the NC-1 zoning district requirements for permitted uses, and all development, landscaping and permitting requirements for construction of the new building.

Awet Eyasu made a motion to approve the request for a shared or reduced parking agreement from Mr. Henock Mekonnen for a proposed retail development at 3884 E. Ponce de Leon Avenue with the current parking (property) for a gas station located at 3874 E. Ponce de Leon Avenue. Debra Johnson seconded the motion. A vote was called and the motion carried (4,0).

G4) Review/Discuss Approval of Request from CORE (Community Organized Relief Effort) for COVID-19 Testing and/or Vaccine Funding.

Mr. Gomez stated the City had received a funding request from CORE to provide for covid testing.

City Council discussion and consensus that the City appreciates the services they have previously provided, but that the City does not have the additional resources at this point, to financially support the request. Council consensus this is a discussion only item and that no action is to be taken.

G5) Encourage plants options on food menu and all City events

Awet Eyasu stated this is item is to encourage more plant options in the City. The City will mandate that any future City sponsored events will have plant options and we will encourage local businesses to have plant options on their menus.

Awet Eyasu made a motion to adopt the resolution encouraging more plant and mandate a plant option for city events. Jamie Carroll seconded the motion.

Vote: A vote was called and the motion carried (4, 0).

G6) Proclamation for Black History Month

Mayor Burks discussed that she placed the proclamation on the agenda to ensure that Black History Month is acknowledged in the City.

Debra Johnson made a motion to approve the Proclamation for Black History Month. Awet Eyasu seconded the motion. A vote was called and the motion carried (4, 0).

G7) A Resolution to Refer to the Housing Committee to make policy recommendations for affordable housing solutions and develop a process for the housing trust fund.

Mayor Burks stated the purpose of this item is to do the follow up work and to make sure we are compliant and pro-active on affordable housing and to make sure a policy is in-place.

Debra Johnson made a motion to adopt a resolution to refer to the housing committee to make policy recommendations for affordable housing solutions and develop a process for the housing trust fund. Awet Eyasu seconded the motion. A vote was called and the motion carried ( 4, 0).

#### **H. EXECUTIVE SESSION** to Discuss a Legal Matter

Awet Eyasu made a motion to go into executive session to discuss a legal matter. Laura Hopkins seconded the motion. A vote was called and the motion carried (4,0).

Awet Eyasu made a motion to close the Executive Session and to go into open session. Laura Hopkins seconded the motion. A vote was called and the motion carried (4,0)

I. **ADJOURNMENT:**

Jamie Carroll made a motion to adjourn the meeting. Debra Johnson seconded the motion. A vote was called and the motion carried (4, 0).

## MINUTES

### CLARKSTON CITY COUNCIL

Tuesday February 23, 2021 -7:00pm

#### Officials Present

Mayor:	Beverly Burks
Council:	Jamie Carroll, Awet Eyasu, Ahmed Hassan, Laura Hopkins, Debra Johnson
City Manager:	Robin I. Gomez
City Clerk:	Tracy Ashby
City Attorney:	Stephen Quinn

The Mayor called the Work Session to order at 7:00pm.

Work Session

F. EXECUTIVE SESSION- Legal Issue

Awet Eyasu made a motion to go into executive session to discuss a Legal Issue. Laura Hopkins seconded the motion. A vote was called and the motion carried (5, 0).

Executive Session to discuss a Legal Issue.

Awet Eyasu made a motion to close the executive session and to go into the work session. Debra Johnson seconded the motion. A vote was called and the motion carried (4, 0).

Meeting adjourned.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G1

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: March 2, 2021

SUBJECT: Discussion- Adopt a Resolution Calling upon President Biden and the U.S. Congress to provide additional assistance to the Rental Housing Community

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Awet Eyasu, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

Council to discuss adopting a Resolution Calling upon President Biden and the U.S. Congress to provide additional assistance to the Rental Housing Community

RECOMMENDATION:

Staff has no recommendations.



RESOLUTION CALLING UPON PRESIDENT BIDEN AND THE U.S. CONGRESS TO PROVIDE ADDITIONAL ASSISTANCE TO THE RENTAL HOUSING COMMUNITY

Sponsored by AWET EYASU

**WHEREAS**, the COVID-19 pandemic continues to negatively impact all aspects of our daily life; and

**WHEREAS**, to protect public health and slow transmission of this highly contagious communicable virus, the Center for Disease Control and Prevention and state and local departments of public health have issued various orders to close or limit a wide range of businesses and economic activity, causing widespread unemployment; and

**WHEREAS**, individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19; and

**WHEREAS**, individuals directly affected by COVID-19 may experience loss of income and expensive health care and medical coverage making it impossible to fulfill their rent payment obligations; and

**WHEREAS**, the inability of renters to pay their rent directly impacts the nation's housing providers who depend on rent payments to make their mortgage and insurance payments, maintain their apartment buildings, pay their utility and refuse removal bills, and meet their property tax obligations that fund our community services; and

**WHEREAS**, the majority of our nation's housing rental stock is owned and maintained by small and mid-sized housing providers who lack the reserves to absorb any loss of monthly rental income; and

**WHEREAS**, since the beginning of the pandemic, many housing providers have worked closely with their residents by creating flexible rent payment plans, waiving fees and connecting residents with social services; and

**WHEREAS**, state and local governments have created rental assistance programs to assist renters and housing providers make ends meet; and

**WHEREAS**, in recognition of the impact on housing of this public health crisis, the United States Congress has approved \$25 billion in direct emergency rental assistance; and

**WHEREAS**, these efforts do not begin to address the housing crisis facing the nation as ten million renters were projected by Moody's Analytics to owe over \$57 billion in back rent in 2020 alone; and

**WHEREAS**, specific and targeted federal assistance is needed in the areas of short-term Emergency Response, mid-term Recovery, and long-term planning to Rebuild our nation's communities; now, therefore,

**BE IT RESOLVED** that we, the Mayor, and the City Council of the City of Clarkston, Georgia, call upon President Joseph R. Biden and the United States Congress to employ the full weight of the federal government to assist the rental housing community by incorporating the following policy priorities:

Short-Term Emergency Response

Provide assistance to residents that have been financially impacted by the virus,

Provide additional allocations to the Emergency Rental Assistance Program to fill the assistance gap and respond more effectively to the outstanding need, and  
Promote flexible policies that enable grantees to widely and efficiently distribute rental assistance to all who are in financial need.

Mid-Term Recovery

Transition from early pandemic emergency response to a deliberate and sustainable recovery plan that provides resources to impacted businesses and residents, and  
Promote policies that continue to narrowly target and better assist those with enduring and demonstrable financial need, and  
Fully fund existing programs, such as the HUD Section Housing Choice Voucher, to fund long-term housing assistance.

Long-Term Rebuilding

Extend the “Build Back Better” initiative to the production of rental housing, with a focus on affordable, workforce and middle market housing, and  
Expand federal infrastructure priorities to drive new investment in rental housing, including affordable, workforce and middle market housing, and

**BE IT FURTHER RESOLVED** that a suitable copy of this resolution be presented to President Joseph R. Biden; the Honorable Speaker of the House, Nancy Pelosi; the Honorable Senate Majority Leader, Chuck Schumer; and the members of the Georgia congressional delegation.

**SO RESOLVED**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY

COUNCIL

CITY OF CLARKSTON, GEORGIA

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BEVERLY BURKS, Mayor

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Tracy Ashby, City Clerk

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Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G2

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Proclamation

MEETING DATE: March 2, 2021

SUBJECT: Adopt – Proclamation in recognition of Women's History Month

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Beverly Burks,  
Debra Johnson, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

Council to discuss adopting a Proclamation in recognition of Women's History Month

RECOMMENDATION:

Staff has no recommendations.

Proclamation Designating the Month of March as “Women’s History Month”

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history:

NOW, THEREFORE, I, Beverly H. Burks, Mayor of the City of Clarkston, Georgia and on behalf of the Clarkston City Council, hereby proclaim the month of March 2021 as

**Women’s History Month**

in the City of Clarkston, and the City Council and Staff hereby acknowledge and celebrate the contributions of women and this proclamation calls upon the people of the City of Clarkston to observe **March as Women’s History Month** with appropriate programs, ceremonies, and activities.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

By \_\_\_\_\_  
Tracy Ashby, City Clerk

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

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G3

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Proclamation

MEETING DATE: March 2, 2021

SUBJECT: Discussion – Adopt a Proclamation in recognition of National Read Across America Day on March 2nd

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Beverly Burks,  
Debra Johnson, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

Council to discuss adopting a Proclamation in recognition of National Read Across America Day on March 2nd

RECOMMENDATION:

Staff has no recommendations.

City of Clarkston Read Across America Day and Celebration of Dr. Seuss's Birthday  
March 2, 2021

***“The more that you read, the more things you will know. The more that you learn, the more places you will go.” Dr. Seuss***

WHEREAS, every year, the month of March is National Reading Month, initiated by the National Education Association (NEA);

WHEREAS, National Reading Month starts with READ Across America Day on March 2, which is also the birthday of Dr. Seuss; and

WHEREAS, Theodor Seuss Geisel was an American artist, book publisher, animator, poet, political cartoonist as well as an author who authored 60 children's books, including **The Cat in the Hat**; and

WHEREAS, Read Across America Day calls upon everyone to read and engage with children to make reading more fun; and

WHEREAS, it is essential to read and talk to babies at birth, when the baby's brain begins to develop; research tells us that it is crucial to speak and read to your baby and toddler in your home language as he or she will learn English more quickly; and

WHEREAS, reading plays a vital role in shaping all of our lives, studies show that children learn 4,000 – 12,000 words every year by reading, and reading reduces stress by 68 percent; and

WHEREAS, research shows reading helps to heighten overall brain function and increase memory and regular reading can slow the decline of memory and brain function that comes with age; and

WHEREAS, books can help students build their capacity to understand and acknowledge the feelings of others, reading can create empathy and community connections; and

WHEREAS, it is essential for children to see themselves reflected in book characters, communities must promote books like **Peter's Chair** by Ezra Jack Keats, **Antiracist Baby**, by Ibram X. Kendi, or **The Name Jar**, by Yang Sook Choi; and

WHEREAS, families who are unable to read to their children can promote the joy of reading by talking about the pictures in a book and sharing stories from their culture; and

WHEREAS, families, youth, older adults, and all programs, and schools should have access to a wide range of books by diverse authors and in multiple languages; and

WHEREAS, a good book can help children and adults understand what it is like for people who don't share their race, religion, sexual orientation, or social-economic status; and

WHEREAS, the City of Clarkston created the Clarkston Early Learning Task Force to develop an early learning plan with strategies to ensure equitable policies, practices, and programs and to promote literacy and quality early learning; and

WHEREAS, the City of Clarkston celebrates and commends the many organizations and groups that support literacy and reading all year long, including the DeKalb Library Clarkton Branch, Family Literacy Program-Friends of Refugees, Parents as Teachers (Scottdale Early Learning and New American

Pathways), the READY Schools sponsored by CDF Action and Scottdale Early Learning, the annual City of Clarkston Tell Me a Story! Festival, Georgia Piedmont Technical College, The Refugee Village, Clarkston area childcare centers. Head Start, after-school programs, schools, and more.

Therefore, the City of Clarkston declares Tuesday, March 2, 2021,

**Read Across America Day and Celebration of Dr. Seuss's Birthday**

And encourages the citizens of Clarkston to read books with children on this day and every day and to support the City's organizations that promote the joy of reading for all.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

By \_\_\_\_\_  
Tracy Ashby, City Clerk

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

CITY OF CLARKSTON

ITEM NO: G4

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: March 2, 2021

**SUBJECT:** Adopt Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement under the GMA Direct Leasing Program for the Lease/Purchase of a Bucket Truck (\$91,324) and a Pickup Truck (\$29,877) in the Principal Amount of \$121,201.00

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 23

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

**PURPOSE:** To consider adopting the attached Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement Under the GMA Direct Leasing Program for the Lease/Purchase of a Bucket Truck and a Pickup Truck in the Principal Amount of \$121,201.00.

**NEED/ IMPACT:** The City of Clarkston 2021 approved budget includes appropriations for the issuance of lease/purchase agreement to purchase a new Sanitation Truck for the Public Works Department.

Staff has obtained a quote from BB&T Bank for the issuance of a lease supplement through the GMA Direct Leasing Program to fund the purchase of the above referenced equipment in the amount of \$121,201.00 with an anticipated closing prior to March 15, 2021. The interest rate charged on the principal balance will be 2.13% annually amortized over 7 years. Accordingly, the lease payments will be made in quarterly payments of \$4,670.81 over the next 7 years. Total interest payments to BB&T over the life of the lease will be \$9,581.68.

**RECOMMENDATIONS:** Staff recommends the City Council adopt the attached Resolution to Execute the Lease Supplement Agreement.





President  
Vince Williams  
Mayor, Union City

First Vice President  
Jim Thornton  
Mayor, LaGrange

Second Vice President  
Julie Smith  
Mayor, Tifton

Third Vice President  
Michelle Cooper Kelly  
Mayor Pro Tem, Marietta

Immediate Past President  
Phil Best  
Mayor, Dublin

Executive Director  
Larry H. Hanson

February 10, 2021

Mr. Dan Defnall  
Finance Officer  
City of Clarkston  
1055 Rowland St  
Clarkston, Georgia 30021

RE: Direct Installment Program

Dear Mr. Defnall:

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

Please return the documents and invoice to GMA by March 26, 2021 to guarantee the 2.13% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

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

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

Sincerely,

Darin Jenkins  
Director of Financial Services

/DJ  
Enclosures

**DOCUMENT NOTES**

**LEASE SUPPLEMENT**

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

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

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

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

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

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

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

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

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

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

Note: GMA's Lienholder Code is 10288896

**EXHIBIT "E"**  
**LEASE SUPPLEMENT**

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

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 8, 2012, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

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

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

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

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

monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

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

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

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

OR: (Check 1 box)

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

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

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

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Clarkston 1055 Rowland Street Clarkston, GA 30021 Attn: Mr. Dan Defnall (404) 296-6489	Enclosed	\$121,201.00

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

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

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

This Lease Supplement is dated: \_\_\_\_\_.

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

**LESSEE:**  
(SEAL)

**City of Clarkston**

**Signed By:** \_\_\_\_\_  
City Manager or Mayor

**Print Name:** \_\_\_\_\_

**Attested By:** \_\_\_\_\_  
City Clerk

**Print Name:** \_\_\_\_\_

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

**LESSOR:**  
(SEAL)

**GEORGIA MUNICIPAL ASSOCIATION, INC.**

**Signed By:** \_\_\_\_\_  
Executive Director

**Attested By:** \_\_\_\_\_  
Financial Services Program Manager

**Date of Execution:** \_\_\_\_\_

**Schedules Hereto:**

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

City of Clarkston, Georgia  
 GMA Lease Purchase - Bucket Truck and Pickup Truck  
 Sample Payment Schedule  
 Seven (7) Years; Quarterly Payments in Arrears

Nominal Annual Rate: 2.130%

**TValue Amortization Schedule - Normal, 360 Day Year**

	Date	Payment	Interest	Principal	Balance
Loan	03/15/2021				121,201.00
1	06/15/2021	4,670.81	645.40	4,025.41	117,175.59
2	09/15/2021	4,670.81	623.96	4,046.85	113,128.74
3	12/15/2021	4,670.81	602.41	4,068.40	109,060.34
<b>2021 Totals</b>		<b>14,012.43</b>	<b>1,871.77</b>	<b>12,140.66</b>	
4	03/15/2022	4,670.81	580.75	4,090.06	104,970.28
5	06/15/2022	4,670.81	558.97	4,111.84	100,858.44
6	09/15/2022	4,670.81	537.07	4,133.74	96,724.70
7	12/15/2022	4,670.81	515.06	4,155.75	92,568.95
<b>2022 Totals</b>		<b>18,683.24</b>	<b>2,191.85</b>	<b>16,491.39</b>	
8	03/15/2023	4,670.81	492.93	4,177.88	88,391.07
9	06/15/2023	4,670.81	470.68	4,200.13	84,190.94
10	09/15/2023	4,670.81	448.32	4,222.49	79,968.45
11	12/15/2023	4,670.81	425.83	4,244.98	75,723.47
<b>2023 Totals</b>		<b>18,683.24</b>	<b>1,837.76</b>	<b>16,845.48</b>	
12	03/15/2024	4,670.81	403.23	4,267.58	71,455.89
13	06/15/2024	4,670.81	380.50	4,290.31	67,165.58
14	09/15/2024	4,670.81	357.66	4,313.15	62,852.43
15	12/15/2024	4,670.81	334.69	4,336.12	58,516.31
<b>2024 Totals</b>		<b>18,683.24</b>	<b>1,476.08</b>	<b>17,207.16</b>	
16	03/15/2025	4,670.81	311.60	4,359.21	54,157.10
17	06/15/2025	4,670.81	288.39	4,382.42	49,774.68
18	09/15/2025	4,670.81	265.05	4,405.76	45,368.92
19	12/15/2025	4,670.81	241.59	4,429.22	40,939.70
<b>2025 Totals</b>		<b>18,683.24</b>	<b>1,106.63</b>	<b>17,576.61</b>	
20	03/15/2026	4,670.81	218.00	4,452.81	36,486.89
21	06/15/2026	4,670.81	194.29	4,476.52	32,010.37
22	09/15/2026	4,670.81	170.46	4,500.35	27,510.02
23	12/15/2026	4,670.81	146.49	4,524.32	22,985.70



<b>2026 Totals</b>	<b>18,683.24</b>	<b>729.24</b>	<b>17,954.00</b>	
24 03/15/2027	4,670.81	122.40	4,548.41	18,437.29
25 06/15/2027	4,670.81	98.18	4,572.63	13,864.66
26 09/15/2027	4,670.81	73.83	4,596.98	9,267.68
27 12/15/2027	4,670.81	49.35	4,621.46	4,646.22
<b>2027 Totals</b>	<b>18,683.24</b>	<b>343.76</b>	<b>18,339.48</b>	
28 03/15/2028	4,670.81	24.59	4,646.22	0.00
<b>2028 Totals</b>	<b>4,670.81</b>	<b>24.59</b>	<b>4,646.22</b>	
<b>Grand Totals</b>	<b>130,782.68</b>	<b>9,581.68</b>	<b>121,201.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>2.130%</b>	<b>\$9,581.68</b>	<b>\$121,201.00</b>	<b>\$130,782.68</b>

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

If Amended Return, check here

**Part I Reporting Authority**

**1** Issuer's name  
City of Clarkston

**3a** Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

**4** Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
1055 Rowland Street

**6** City, town, or post office, state, and ZIP code  
Clarkston, GA 30021

**8** Name of issue  
City of Clarkston / GMA Essential Equipment Lease-Purchase

**10a** Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)  
Dan Defnall, Finance Officer

**2** Issuer's employer identification number (EIN)  
58-6003756

**3b** Telephone number of other person shown on 3a

**5** Report number (For IRS Use Only)  
3

**7** Date of Issue

**9** CUSIP number  
None

**10b** Telephone number of officer or other employee shown on 10a  
(404) 296-6489

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

<b>11</b> Education		<b>11</b>
<b>12</b> Health and hospital		<b>12</b>
<b>13</b> Transportation		<b>13</b>
<b>14</b> Public safety	\$121,201	<b>14</b>
<b>15</b> Environment (including sewage bonds)		<b>15</b>
<b>16</b> Housing		<b>16</b>
<b>17</b> Utilities		<b>17</b>
<b>18</b> Other. Describe ► (1) Ford F-150; (1) Altec Bucket Truck		<b>18</b>
<b>19a</b> If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
<b>b</b> If bonds are BANs, check only box 19b <input type="checkbox"/>		
<b>20</b> If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>		\$ 121,201	\$ NA	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

<b>22</b> Proceeds used for accrued interest		<b>22</b>
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b))	\$121,201	<b>23</b>
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount)	0 00	<b>24</b>
<b>25</b> Proceeds used for credit enhancement		<b>25</b>
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund		<b>26</b>
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V		<b>27</b>
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V		<b>28</b>
<b>29</b> Total (add lines 24 through 28)		<b>29</b>
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	\$121,201	<b>30</b>

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

**31** Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded  years

**32** Enter the remaining weighted average maturity of the taxable bonds to be refunded  years

**33** Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)

**34** Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input checked="" type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the Issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative	Date	Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ Trulst Bank (fka Branch Banking and Trust Company)			Firm's EIN ▶ 56-1074313	
	Firm's address ▶ 5130 Parkway Plaza Blvd, Charlotte, NC 28217			Phone no. 704-954-1700	

**SCHEDULE F**

**ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES**

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

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 8, 2012, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

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

1. The \_\_\_\_\_ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for (1) Ford F-150; (1) Altec Bucket Truck (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

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

*(check box if applicable)*

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

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

4. This authorization shall be effective immediately.

**CLERK'S CERTIFICATE**

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

(SEAL)

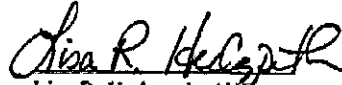
\_\_\_\_\_  
City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF WILSON

AFFIDAVIT OF LISA R. HEDGPETH

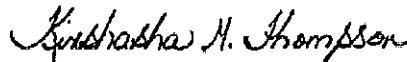
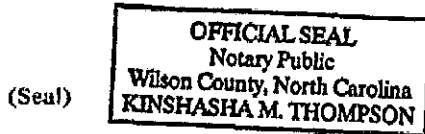
BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.



Lisa R. Hedgpeth, AVP  
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.



NOTARY PUBLIC  
Printed Name: Kinshasha M. Thompson  
My Commission Expires: 10/21/2012

# Pickup Truck

## ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2021 Ford F150 (1/2 ton)  
Regular Cab, 6 Cyl, 4x2, SWB

Base Price \$20,685.00

SWC #99999-SPD-ES40199373-002

**Equipment included in Base price**

- 3.3L V6 Flex Fuel engine
- 6 Speed Automatic Transmission
- Factory Installed A/C
- AM-FM Radio
- Solar Tinted Glass
- Power Steering/ABS Brakes
- Rear view back up camera
- Vinyl 40/20/40 Bench Seat
- Rubber Floor Covering
- Full Size Spare/ Step bumper
- Autolamp headlights
- Short Bed (6.5 ft)
- 6300 GVWR
- P245/70R17 Tires
- Ford SYNC (Bluetooth)
- Crew Cab only:**
- Power Windows, Locks & Mirrors

- |                       |                |
|-----------------------|----------------|
| Exterior Colors       | Interior Color |
| D1 Stone Gray         | Gray           |
| PQ Race Red           | "              |
| HX Antimatter Blue    | "              |
| E7 Velocity Blue      | "              |
| JS Iconic Silver      | "              |
| <u>UM Agate Black</u> | "              |
| M7 Carbonized Gray    | "              |
| YZ Oxford White       | "              |
- School Bus Yellow is available at \$925.00 per vehicle

FOB Allan Vigil Ford  
Delivery- see chart, \$75 minimum

**ALLAN VIGIL FORD GOV'T SALES**  
6790 Mt. Zion Blvd  
Morrow, GA 30260  
770-968-0680 Phone  
678-364-3910 Fax

- \* 5.0L V8 or 3.5L EcoBoost engine required
- \*\* Not available with regular cab short wheel base
- \*\*\* Requires 85A (Power W-L-M)
- \*\*\*\* Super cab & Crew cab only
- \*\*\*\*\* Crew Cab only

NOTE: Auto Start/Stop is standard on all F150 engines

Options	Price	Code
5.0L V8 Flex Fuel engine	1,836.00	995
3.5L V6 EcoBoost engine**	2,388.00	99G
2.7L V6 EcoBoost	1,125.00	99P
Long Bed (8 ft)	295.00	145
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	2,525.00	X1C
Super Cab (8 ft. bed) *	3,690.00	X1C/Long
4x4 Option- <b>Regular cab</b>	3,495.00	F1E
4X4 Option- <b>Super&amp;Crew Cabs</b>	3,045.00	X1E
Skid plates (4X4s only)	155.00	413
Crew Cab SWB (5.5 ft bed)	5,850.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	6,740.00	W1C/Long
3.5L Hybrid engine- <b>Crew Cab</b>	7,150.00	99D
Limited Slip Axle	525.00	XL9
Daytime Running Lights	42.00	942
Power Windows/Locks/Mirrors	1,088.00	85A
Power Seat- <b>requires 85A</b>	345.00	91P
XL w/ Power W-L-M, SYNC, AM/FM, & Cruise control.	2,075.00	101A
<b>101A for Crew Cab</b>	995.00	101A
Class IV Hitch (w/o tow pkg)	189.00	53B
Trailer Tow Pkg( <b>includes 67T</b> )	897.00	53A
Electric Brake Controller	255.00	67T
Tow Mirrors w/ spotlights***	495.00	54Y/59S
Running boards (black)	262.00	18B
Cruise Control	215.00	50S
40-20-40 Cloth Split Bench	N/C	CS
Cloth Buckets w/console****	275.00	WS
Rear window defroster	305.00	57Q/924
Fog Lights	135.00	595
Carpet w/ Mats	140.00	168
Aluminum Wheels & Bumpers	740.00	86A
SYNC 4 w/ SiriusXM	305.00	524/582
Tailgate Step	355.00	63T
Spray-in Bedliner	395.00	ATK
Reverse Sensing- <b>requires 53A or 53B</b>	255.00	76R
XL T Package	5,250.00	300A
XL T Power Driver Seat	330.00	91P
Navigation pkg (XL T Only)	755.00	50N

Options total 9,192  
Other vendor added equipment \_\_\_\_\_  
Delivery \_\_\_\_\_  
Total 29,877

Contact person Rocky Beck  
Agency City of Charleston  
Phone Number 404 866-0068

8/9/2020

# Bucket Truck



Quote Number:  
 Opportunity Number:  
 Sourcewell Contract #: 012418-ALT  
 Date: 2/8/2021

Quoted for: City of Clarkston  
 Customer Contact:  
 Phone: / Email:  
 Quoted by: Alan Bailey  
 Phone: 270-982-8122 / Email: alan.bailey@altec.com  
 Altec Account Manager: Jim Bennett

REFERENCE ALTEC MODEL	Sourcewell Price
AT200A Telescopic Aerial Device (Non-Insulated)	\$82,811

**(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)**

1		
2		
3		
4		

**(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)**

1	RBO	Running Boards (from OEM)	\$906
2	VCAM	Backup Camera System	\$852
3	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$993
4			
5			
6			
7			
8			
<b>SOURCEWELL OPTIONS TOTAL:</b>			<b>\$85,582</b>

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS		
8	OTHER	Model Year Upgrade	\$5,102
<b>OPEN MARKET OPTIONS TOTAL:</b>			<b>\$5,102</b>

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$90,664**  
 Delivery to Customer: \$660  
**TOTAL FOR UNIT/BODY/CHASSIS: \$91,324**

**(C.) ADDITIONAL ITEMS (Items are not included in total above)**

1		
2		
3		
4		

\*\*Pricing valid for 45 days\*\*

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified  
**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.  
**TO ORDER:** To order, please contact the Altec Account Manager listed above.  
**CHASSIS:** Per Altec Commercial Standard  
**DELIVERY:** Based on stock availability  
**TERMS:** Net 30 days  
**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.  
**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.  
**BUILD LOCATION:** Elizabeth, KY



February 8, 2021  
Our 92nd Year

**Ship To:**  
City of Clarkston

**Bill To:**  
City of Clarkston

Attn:  
Phone:  
Email:

**Altec Sales Order:** 6004116  
**Altec Quotation Number:** 827274 - 2  
**Run Number:** 1141519  
**Account Manager:** Jim Bennett  
**Technical Sales Rep:** Alan Bailey  
**Reference WO:** New Spec-  
**Customer Inspection:**  
**Customer Truck Number:**

**X7 Discrete Job:** 80806814  
**X7 Configured Item:** 00000000-9304237  
**Quantity:** 1  
**X4 Discrete Job:**  
**X4 Configured Item:**  
**System Engineer:** Robert Bush  
**Structural Engineer:** Nicholas Galbraith  
**Line Set Date:** 01/11/2021

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model AT200A telescoping aerial device with end mounted, hydraulically leveled platform. To include the following features:	1	
2.	AT200A Unit Model	1	
3.	Post Mount Pedestal, 40 inch tall	1	
4.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1	
5.	Single One (1) Man, Fiberglass Walk-In Platform; fixed position with door. 26 x 26 x 42 inches; includes safety strap and latch for door.	1	
6.	Two-Speed Electric controls at the platform include toggle switch controls for boom functions, an emergency stop switch, and a high/low speed selector that is integral with the master engage switch. Lower controls are on a pendent mounted box and include electric toggle switches and a 'push to operate' master engage switch. Lower controls are installed in a body compartment unless otherwise specified.	1	
7.	Engine Start/Stop At Upper And Lower Controls	1	
8.	Steel upper control cover	1	
9.	Combination Platform/Upper Control Cover, Soft Vinyl with Elastic Retention and Lanyard Attachment	1	
10.	110 VAC Outlet At Platform	1	





<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
12.	Dual Strobe Beacons, Amber LED With Brush Guard, Mounted On Unit Turntable	1	
13.	Powder coat unit Altec White.	1	
<b><u>Unit and Hydraulic Acc.</u></b>			
14.	HVI-22 Hydraulic Oil (Standard).	9	
15.	Standard Pump For PTO	1	
16.	Hot shift PTO for automatic transmission	1	
<b><u>Body</u></b>			
17.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1	
A.	Basic body fabricated from A40 grade 100% zinc alloy coated steel		
B.	All doors are full, double paneled, self-sealed with built-in drainage.		
C.	Stainless steel hinge rods extend full length of door.		
D.	Door hinges are zinc alloy material attached with rivets		
E.	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.		
F.	Heavy-gauge welded steel frame construction with smooth galvanneal floor.		
G.	Possible contact edges are folded for safety.		
H.	Door header drip rail at top for maximum weather protection.		
I.	Neoprene or rolled fenders on wheel fender panels.		
J.	Steel treated for improved primer bond and rust resistance.		
K.	Automotive underseal applied to body.		
L.	Automotive type non-porous door seals fastened to the door facing.		
M.	108 Inch Body Length		
N.	40 Inch Body Height (Standard)		
O.	94 Inch Body Width (Standard)		
P.	20 Inch Body Compartment Depth (Standard)		
Q.	8 Inch Body crossmembers (Standard)		
R.	No Treadplate On Compartment Tops		
S.	6 Inch tall wooden tailboard installed at the rear of body cargo area		
T.	Stainless Steel Rotary Paddle Latch With Lock (Standard)		
U.	Master Body Locking System (Standard)		
V.	One (1) Double-Capacity Chock Holder On Curbside Of Body		
W.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)		
X.	Chains On Horizontal Doors		
Y.	B-Line Channel Installed In Compartments		
Z.	1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
AA.	1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8		

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You  
UTILITY EQUIPMENT AND BODIES SINCE 1929



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Inch Centers		
AB.	Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks		
AC.	1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall		
AD.	1st Vertical Curbside (RH) - One (1) Adjustable Shelf With Adjustable Dividers On 4 Inch Centers.		
AE.	1st Horizontal Curbside (RH) - One (1) Adjustable Shelf With Adjustable Dividers On 4 Inch Centers. One (1) Fixed Shelf On Bottom Of Compartment With Adjustable Dividers On 4 Inch Centers		
AF.	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
AG.	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments		
AH.	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.		

#### Body and Chassis Accessories

18.	ICC Underride Protection	1	
19.	Receiver Hitch, 2 Inch, Class 4, Incorporated Into Frame Extension (Rated At 10,000 LB MGTW With 1,000 LB MVL)	1	
20.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
21.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
22.	Boom Rest "A" Configuration, Allows Approximately 12" Space on Streetside of Tailshelf, Platform Approximately 6" off the Tailshelf	1	
23.	Mud Flaps With Altec Logo (Pair)	1	
24.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
25.	Lower control holder	1	
26.	Slope Indicator Assembly For Machine Without Outriggers	1	
27.	Universal Sloped Aluminum Ladder Rack for Curbside Installation	1	
28.	Ladder Rack hold down (Quick-Lock) for sloped ladder racks. Lockable Standard	1	
29.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1	
30.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1	
31.	Triangular Reflector Kit, Shipped Loose	1	
32.	Vinyl manual pouch for storage of all operator and parts manuals	1	



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
33.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1	
<b><u>Electrical Accessories</u></b>			
34.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
35.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1	
36.	7-Way Trailer Receptacle (Blade Type) Installed At Rear	1	
37.	Ford Upfitter Switches (Supplied with Chassis)	1	
38.	Inverter, 2000 Watt, Pure Sine Wave, 120 VAC (Sensata #MS2012G)	1	
39.	Battery Protection Device Installed To Turn Off Accessory Loads To Protect The Chassis Battery. Wire Strobes And Inverter In Battery Hot Mode.	1	
40.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1	
41.	PTO Indicator Light Installed In Cab	1	
<b><u>Finishing Details</u></b>			
42.	Powder Coat Unit Altec White	1	
43.	Finish Paint Body Accessories Above Body Floor Altec White	1	
44.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
45.	Apply Non-Skid Coating to all walking surfaces	1	
46.	English Safety And Instructional Decals	1	
47.	Vehicle Height Placard - Installed In Cab	1	
48.	Placard, HVI-22 Hydraulic Oil	1	
49.	Stability test unit according to ANSI requirements.	1	
50.	Focus Factory Build	1	



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
51.	Delivery Of Completed Unit	1	
52.	Inbound Freight	1	
53.	Altec Stock/Global Spec, AT200A, Ford F450 4x2, Diesel, 60CA	1	
54.	Stock Unit	1	
<u>Chassis</u>			
55.	Altec Supplied Chassis	1	
56.	Altec Stock Chassis	1	
A.	2021 Model Year		
B.	Ford F450		
C.	Chassis Color - White		
D.	Class V (16,001-19,500 LBS)		
E.	Regular Cab		
F.	4x2		
G.	60 Clear CA (Round To Next Whole Number)		
H.	145 Wheelbase		
I.	16,500 LBS GVWR		
J.	7,000 LBs Front Axle Rating		
K.	12,880 LBs Rear Axle Rating		
L.	Ford 6.7L Power Stroke Diesel		
M.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)		
N.	Ford E/F250-550 Single Horizontal Right Side Exhaust		
O.	98R - Operator Commanded Regeneration (OCR)		
P.	50-State Emissions		
Q.	Clean Idle Certification		
R.	No Idle Engine Shut-Down Required		
S.	Hydraulic Brakes		
T.	Park Brake In Rear Wheels		
U.	Ford 40 Gallon Fuel Tank (Rear)		
V.	Ford 7.2 Gallon DEF Tank (Mid Mount)		
W.	63C - Aft Axle Frame Extension		
X.	Backup Camera		
Y.	Running Boards		
Z.	Power Door Locks		
AA.	Power Windows		
AB.	Power Mirrors		
AC.	Keyless Entry		
AD.	Bluetooth		
AE.	Cruise Control		
AF.	Block Heater		
AG.	Snow Plow Package		



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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
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**Additional Pricing**

57.	Stock Unit Price Including Delivery		\$91,324
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Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty

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Altec Industries, inc.

BY \_\_\_\_\_

Alan Bailey , Technical Sales Representative

CITY OF CLARKSTON

ITEM NO:G5

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: March 2, 2021

**SUBJECT:** Adopt Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement under the GMA Direct Leasing Program for the Lease/Purchase of a Sanitation Truck in the Principal Amount of \$145,919.00

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 16

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

**PURPOSE:** To consider adopting the attached Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement Under the GMA Direct Leasing Program for the Lease/Purchase of a new Sanitation Truck in the Principal Amount of \$145,919.00.

**NEED/ IMPACT:** The City of Clarkston 2021 approved budget includes appropriations for the issuance of lease/purchase agreement to purchase a new Sanitation Truck for the Public Works Department.

Staff has obtained a quote from BB&T Bank for the issuance of a lease supplement through the GMA Direct Leasing Program to fund the purchase of the above referenced equipment in the amount of \$145,919.00 with an anticipated closing prior to March 15, 2021. The interest rate charged on the principal balance will be 2.13% annually amortized over 7 years. Accordingly, the lease payments will be made in quarterly payments of \$5,623.39 over the next 7 years. Total interest payments to BB&T over the life of the lease will be \$11,535.92.

**RECOMMENDATIONS:** Staff recommends the City Council adopt the attached Resolution to Execute the Lease Supplement Agreement.



President  
Vince Williams  
Mayor, Union City

First Vice President  
Jim Thornton  
Mayor, LaGrange

Second Vice President  
Julie Smith  
Mayor, Tifton

Third Vice President  
Michelle Cooper Kelly  
Mayor Pro Tem, Marietta

Immediate Past President  
Phil Best  
Mayor, Dublin

Executive Director  
Larry H. Hanson

February 10, 2021

Mr. Dan Defnall  
Finance Officer  
City of Clarkston  
1055 Rowland St  
Clarkston, Georgia 30021

RE: Direct Installment Program

Dear Mr. Defnall:

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

Please return the documents and invoice to GMA by March 15, 2021 to guarantee the 2.13% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

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

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

Sincerely,

Darin Jenkins  
Director of Financial Services

/DJ  
Enclosures

**DOCUMENT NOTES**

**LEASE SUPPLEMENT**

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

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

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

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

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

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

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

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

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

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

Note: GMA's Lienholder Code is 10288896



**EXHIBIT "E"**  
**LEASE SUPPLEMENT**

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

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 8, 2012, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

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

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

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

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

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

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

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

OR: (Check 1 box)

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

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

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

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices) Enclosed	<u>AMOUNT</u>
City of Clarkston 1055 Rowland Street Clarkston, GA 30021 Attn: Mr. Dan Defnall (404) 296-6489		\$145,919.00

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

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

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

This Lease Supplement is dated: \_\_\_\_\_.

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

**LESSEE:**  
(SEAL)

**City of Clarkston**

**Signed By:** \_\_\_\_\_

City Manager or Mayor

**Print Name:** \_\_\_\_\_

**Attested By:** \_\_\_\_\_

City Clerk

**Print Name:** \_\_\_\_\_

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

**LESSOR:**  
(SEAL)

**GEORGIA MUNICIPAL ASSOCIATION, INC.**

**Signed By:** \_\_\_\_\_

**Executive Director**

**Attested By:** \_\_\_\_\_

**Financial Services Program Manager**

**Date of Execution:** \_\_\_\_\_

**Schedules Hereto:**

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

City of Clarkston, Georgia  
 GMA Lease Purchase - Sanitation Truck  
 Sample Payment Schedule  
 Seven (7) Years; Quarterly Payments in Arrears

Nominal Annual Rate: 2.130%

**TValue Amortization Schedule - Normal, 360 Day Year**

	Date	Payment	Interest	Principal	Balance
Loan	03/15/2021				145,919.00
1	06/15/2021	5,623.39	777.02	4,846.37	141,072.63
2	09/15/2021	5,623.39	751.21	4,872.18	136,200.45
3	12/15/2021	5,623.39	725.27	4,898.12	131,302.33
<b>2021 Totals</b>		<b>16,870.17</b>	<b>2,253.50</b>	<b>14,616.67</b>	
4	03/15/2022	5,623.39	699.18	4,924.21	126,378.12
5	06/15/2022	5,623.39	672.96	4,950.43	121,427.69
6	09/15/2022	5,623.39	646.60	4,976.79	116,450.90
7	12/15/2022	5,623.39	620.10	5,003.29	111,447.61
<b>2022 Totals</b>		<b>22,493.56</b>	<b>2,638.84</b>	<b>19,854.72</b>	
8	03/15/2023	5,623.39	593.46	5,029.93	106,417.68
9	06/15/2023	5,623.39	566.67	5,056.72	101,360.96
10	09/15/2023	5,623.39	539.75	5,083.64	96,277.32
11	12/15/2023	5,623.39	512.68	5,110.71	91,166.61
<b>2023 Totals</b>		<b>22,493.56</b>	<b>2,212.56</b>	<b>20,281.00</b>	
12	03/15/2024	5,623.39	485.46	5,137.93	86,028.68
13	06/15/2024	5,623.39	458.10	5,165.29	80,863.39
14	09/15/2024	5,623.39	430.60	5,192.79	75,670.60
15	12/15/2024	5,623.39	402.95	5,220.44	70,450.16
<b>2024 Totals</b>		<b>22,493.56</b>	<b>1,777.11</b>	<b>20,716.45</b>	
16	03/15/2025	5,623.39	375.15	5,248.24	65,201.92
17	06/15/2025	5,623.39	347.20	5,276.19	59,925.73
18	09/15/2025	5,623.39	319.10	5,304.29	54,621.44
19	12/15/2025	5,623.39	290.86	5,332.53	49,288.91
<b>2025 Totals</b>		<b>22,493.56</b>	<b>1,332.31</b>	<b>21,161.25</b>	
20	03/15/2026	5,623.39	262.46	5,360.93	43,927.98
21	06/15/2026	5,623.39	233.92	5,389.47	38,538.51
22	09/15/2026	5,623.39	205.22	5,418.17	33,120.34
23	12/15/2026	5,623.39	176.37	5,447.02	27,673.32
<b>2026 Totals</b>		<b>22,493.56</b>	<b>877.97</b>	<b>21,615.59</b>	
24	03/15/2027	5,623.39	147.36	5,476.03	22,197.29

25 06/15/2027	5,623.39	118.20	5,505.19	16,692.10
26 09/15/2027	5,623.39	88.89	5,534.50	11,157.60
27 12/15/2027	5,623.39	59.41	5,563.98	5,593.62
<b>2027 Totals</b>	<b>22,493.56</b>	<b>413.86</b>	<b>22,079.70</b>	
28 03/15/2028	5,623.39	29.77	5,593.62	0.00
<b>2028 Totals</b>	<b>5,623.39</b>	<b>29.77</b>	<b>5,593.62</b>	
<b>Grand Totals</b>	<b>157,454.92</b>	<b>11,535.92</b>	<b>145,919.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>2.130%</b>	<b>\$11,535.92</b>	<b>\$145,919.00</b>	<b>\$157,454.92</b>

**SCHEDULE A**  
**PROPERTY SCHEDULE**

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Freightliner M2 Sanitation Vehicle		\$145,919.00



**SCHEDULE C**

**APPROPRIATION CERTIFICATE**

Re: Master Lease dated June, 8, 2012 and Lease Supplement (the "Lease Supplement") dated \_\_\_\_\_, between Lessee and Georgia Municipal Association, Inc.

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

Dated: \_\_\_\_\_

**City of Clarkston**

*Signed by:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

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

*Attested By:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

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

(SEAL)

**INSTRUCTIONS:**

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

Form **8038-G** Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)  
 Department of the Treasury  
 Internal Revenue Service

Under Internal Revenue Code section 149(e)  
 See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.  
 Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Clarkston		2 Issuer's employer identification number (EIN) 58-6003756	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see Instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 1055 Rowland Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Clarkston, GA 30021		7 Date of issue	
8 Name of issue City of Clarkston / GMA Essential Equipment Lease-Purchase		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see Instructions) Dan Defnall, Finance Officer		10b Telephone number of officer or other employee shown on 10a (404) 296-6489	

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	\$145,919
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe <input type="checkbox"/> Freightliner M2 Sanitation Vehicle	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
19b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 145,919	\$ NA	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$145,919
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$145,919

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>		
<b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the EIN of the issuer of the master pool bond ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool bond ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶			<input checked="" type="checkbox"/>
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶			<input type="checkbox"/>
<b>41a</b> If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶			<input type="checkbox"/>
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see Instructions), check box . . . . . ▶			<input type="checkbox"/>
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶			<input type="checkbox"/>
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the Issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of Issuer's authorized representative	Date	Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ Truist Bank (fka Branch Banking and Trust Company)			Firm's EIN ▶ 56-1074313	
	Firm's address ▶ 5130 Parkway Plaza Blvd, Charlotte, NC 28217			Phone no. 704-954-1700	

**SCHEDULE F**

**ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES**

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

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 8, 2012, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

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

1. The \_\_\_\_\_ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Freightliner M2 Sanitation Vehicle (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

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

*(check box if applicable)*

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

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

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

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

(SEAL)

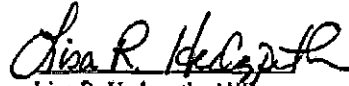
\_\_\_\_\_  
City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF WILSON

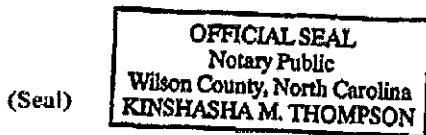
AFFIDAVIT OF LISA R. HEDGPETH

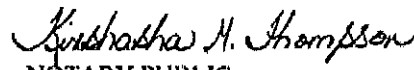
BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.

  
Lisa R. Hedgpeth, AVP  
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.



  
NOTARY PUBLIC  
Printed Name: Kinshasha M. Thompson  
My Commission Expires: 10/2/2018

Prepared for:  
 Marcus Seaton  
 GA DOAS CLARKSTON CITY OF  
 1055 Rowland Street  
 Clarkston, GA 30021  
 Phone: 404-428-4528

Prepared by:  
 Joshua Little  
 PEACH STATE TRUCK CENTERS  
 6535 CRESCENT DRIVE  
 NORCROSS, GA 30071  
 Phone: 7704495300

## QUOTATION

### M2106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK  
 CUM L9 330 HP @ 2200 RPM, 2200 GOV RPM, 1000 LB-  
 FT @ 1200 RPM, REFUSE  
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH  
 PTO PROVISION  
 RS-23-160 23,000# R-SERIES SINGLE REAR AXLE  
 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING  
 REAR SUSPENSION WITH LEAF SPRING  
 HELPER

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP  
 SINGLE FRONT AXLE  
 14,600# TAPERLEAF FRONT SUSPENSION  
 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
 CAB  
 5025MM (198 INCH) WHEELBASE  
 11/32X3-1/2X10-15/16 INCH STEEL FRAME  
 (8.73MMX27.8MM/0.344X10.94 INCH) 120KSI  
 1075MM (42 INCH) REAR FRAME OVERHANG

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE		\$ 77,501	\$ 77,501
EXTENDED WARRANTY		\$ 200	\$ 200
LABRIE 20 YARD REAR LOADER		\$ 66,575	\$ 66,575
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$ 144,276</b>	<b>\$ 144,276</b>

### TAXES AND FEES

1% STATE DOAS FEE	\$	1,443	\$	1,443
DOC FEE	\$	200	\$	200

### TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
--------------------	----	-----	----	-----

<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY)</b>	<b>\$ 145,919</b>	<b>\$</b>	<b>145,919</b>
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### COMMENTS:

Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.

**Daimler Truck Financial**

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtffoffers.com](mailto:Information@dtffoffers.com).

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CITY OF CLARKSTON

ITEM NO: G6

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: March 2, 2021

SUBJECT: Adopt a Resolution to create a task force to provide recommendations on policies and training for the Clarkston Police Department

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Beverly Burks,  
Debra Johnson, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

Council to discuss adopting a Resolution to create a task force to provide recommendations on policies and training for the Clarkston Police Department

RECOMMENDATION:

Staff has no recommendations.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

By \_\_\_\_\_  
Tracy Ashby, City Clerk

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

CITY OF CLARKSTON

ITEM NO: G7

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES MEETING

ACTION TYPE:  
Ordinance

DATE: March 2, 2021

**SUBJECT:** A request to discuss/vote to amend Chapter 5, Article II of the City Code concerning property maintenance to clarify that a warning shall be issued before a citation is issued for a violation of the property maintenance code.

DEPARTMENT:  
**Planning/Economic and  
Development**

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages: 3

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

**PURPOSE:** Mayor and City Council shall discuss/vote to clarify and amend the Clarkston Code of Ordinance to include the process of issuing a warning before the issuance of a citation.

**BACKGROUND:**

Staff received a request from Council to codify the process of issuing warnings, notice of violations and citations related to properties and/or businesses that are not in compliance with the Code of Ordinances in the City of Clarkston. This discussion is to determine whether the current codified procedure (*\*Section 5-66- Notice of violation*) is efficient as written or shall be amended to clarify the current process.

*\*Section. 5-66. - Notice of violation.*

*Enforcement shall begin with a written notice of violation provided to the owner, occupant, or operator. The notice shall contain a deadline of no less than two (2) days and not more than thirty (30) days for compliance, which may be extended by the director. If the owner, occupant, or operator has received a notice of violation of any provision of this chapter within the preceding twenty-four-month period no additional notice of violation under this section shall be required before issuing a citation for any subsequent alleged violation of this chapter.*

**RECOMMENDATION:**

N/A

**Sec. 5-66. — Warning Nnotice of violation.**

Enforcement shall begin with a written ~~notice of violation~~warning provided to the owner, occupant, or operator of the property where a violation exists. The warning notice shall ~~contain~~set forth a reasonable deadline of no less than two (2) days and not more than thirty (30) days ~~for to bring the property into~~ compliance, which may be extended by the director. If the owner, occupant or operator has received a warning notice ~~of violation~~ of violation of any provision of this ~~chapter article~~ within the preceding twenty-four-month period, then no additional warning notice ~~of violation~~ under this section shall be required before issuing a citation for any subsequent ~~alleged~~ violation of this ~~chapter article~~.

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

**AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 5, ARTICLE II OF THE CITY CODE CONCERNING PROPERTY MAINTENANCE TO CLARIFY THAT A WARNING SHALL BE ISSUED BEFORE A CITATION IS ISSUED FOR A VIOLATION OF THE PROPERTY MAINTENANCE CODE.**

WHEREAS, the City Council desires to ensure that the owner(s) or occupant(s) of property are given a reasonable opportunity (under the particular circumstances of each case) to correct a violation of the City's Property Maintenance Code before being issued a citation; and

WHEREAS, the City is empowered to immediately address imminent threats to life safety through the Building Official's authority to revoke certificates of occupancy.

NOW THEREFORE BE IT ORDAINED by the Clarkston City Council that the City Code is hereby amended as follows:

Section 1. Section 5-66 of the City Code is hereby amended to read as follows:

**"Sec. 5-66. – Warning notice.**

Enforcement shall begin with a written warning provided to the owner, occupant, or operator of the property where a violation exists. The warning notice shall set forth a reasonable deadline of no less than two (2) days and not more than thirty (30) days to bring the property into compliance, which may be extended by the director. If the owner, occupant, or operator has received a warning notice of violation of any provision of this article within the preceding twenty-four-month period, then no additional warning notice under this section shall be required before issuing a citation for any subsequent violation of this article."

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

SO ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY COUNCIL,  
CLARKSTON, GEORGIA

By \_\_\_\_\_  
Tracy Ashby, City Clerk  
(SEAL)

\_\_\_\_\_  
BEVERLY BURKS, Mayor

Approved as to Form:

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

CITY OF CLARKSTON

ITEM NO: G8

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: March 2, 2021

SUBJECT: A request to abandon Wagoner Street.

DEPARTMENT:  
**Planning/Economic and  
Development**

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages:

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

PURPOSE: Mayor and City Council shall discuss a request to abandon Wagoner Street from Kathleen Andres (3769 Church Street) and Maridale Goff and Steve Goff (3757 Church Street).

NEED/ IMPACT:

In order for the City of consider a request to abandon a public road, the applicant(s) must:

1. Submit a letter explaining a request
2. Explain the detailed portion (termini) of the road requesting to be abandoned and why the request is being made.

BACKGROUND:

On November 19, 2020, the City received a formal request to abandon Wagoner Street from the property owners of 3757 and 3769 Church Street, based on a hardship caused by traffic impediment and sanitary problems. At 226 +/- feet in length, currently Wagoner Street is posted as a No-Thru-Traffic street. The applicant’s properties currently have driveways to access their properties off Church Street and Wagoner Street and abut Wagoner Street.

At the request of the City the applicants have submitted an appraisal valuing Wagoner Street at \$5000. At this time, a current survey and legal description of Wagoner Street are not included in the appraisal packet as this is a substantial cost to the applicants at this phase of the request.

At this time, the City has not received any formal plans for development of the parcels that abut Wagoner Street.

Recommendation:

The City recommends to not abandon Wagoner Street.

**APPRAISAL AND EVALUATION OF REAL PROPERTY**

PRESENTED IN NARRATIVE SUMMARY FORMAT

**LOCATED AT**

Wagoner St  
Clarkston, GA 30021

**FOR**

Kathleen Andres  
PO Box 2152  
Decatur, GA 30031

**AS OF**

12/20/2020

**BY**

Brandon Gray  
Atlanta Marketing Data  
3895 PINE VILLAGE PL  
LOGANVILLE, GA 30052-8626  
(770) 654-7934  
Brandon@atlantamarketingdata.com

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File No. BG 2020-12-004

Ms. Kathleen Andres  
PO Box 2152  
Decatur, GA 30031

01/10/2021

Dear Ms. Andres:

This appraisal assignment is presented utilizing a summary format. It is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the 2020-2021 Uniform Standards of Professional Appraisal Practice. As such, it presents a summary of the data, reasoning, and analysis that were used in the process to develop the appraiser's opinion of value.

The subject of the report is the parcel of land owned and/or maintained by the city of Clarkston identified as Wagoner St, located between Church St and Rowland St. The property is currently being utilized as a street with limited thru traffic and services the properties located at 3757 Church St and 3769 Church St. The property has no known assessor parcel number, tax ID, or legal description. The area of the street is believed to be 0.11 acres (233'x19'x239'x22').

There is a proposal to purchase the street by the owners of 3757 Church St and 3769 Church St in an attempt to further limit use of the road making it private property. The current owners of 3757 Church and 3769 Church have complained about traffic and litter from the road for several years. However, Wagoner St is the only mean of egress and regress to these properties.

The purpose of this evaluation and report is to provide an opinion of value, if available, of the street and/or offer solutions to correct the property's impact on the affected residences.

The intended use of this report is for an aid in development and planning. The only intended users of this report are the owners of 3757 Church St, 3769 Church St, and the City of Clarkston. This appraisal is not authorized for any other use without the prior written consent of the appraiser.

**OPINION OF MARKET VALUE**

The street was found to have no market value under the definition of "market value".

**OPINION OF VALUE IN USE**

The street was found to have a specific "value in use" to the owners of 3757 Church St and 3769 Church St. This value has been calculated as \$4,600, as of the effective date of evaluation, December 20, 2020. The value conclusion is predicated on the underlying land value as though vacant surplus land.

**OPINION OF COAT APPROACH TO VALUE**

The roadway was found to have a cost to construct of \$16,770 to \$21,560. However, after adjustments to restrict access, which is a potential key concern of any interested party, the adjusted cost value of the road is \$5,500.

**FINAL RECONCILED OPINION OF VALUE**

After all approaches to value were considered, it is my opinion that the value of the road is \$5,000.

The following report contains the factual data and reasoning upon which the opinions of value are based. The assumptions and limiting conditions are a vital part of this report. In addition to conforming with the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP), the appraisal is also in conformance with FIRREA appraisal regulations, most notably 12CFR, part 34, section 34.44, and Appraisal Standards of the Office of the Comptroller of the Currency.

However, it is my strong suggestion, as outlined within the report, that the street parcel not be sold or purchased by either party. The City of Clarkston established Wagoner St as a "No Thru Traffic" street. As such, the burden of enforcement and/or correction is that of the City and not the owners of 3757 & 3769 Church St. It would be the most beneficial to all involved if the direction of Mayor Swaney, on 02/15/2006, to have the council give thought to the closing of Wagoner St to eliminate cut thru traffic was followed.

My experience with respect to the valuation and methodology of unique properties is quite extensive. Furthermore, I have the appropriate education to have completed this assignment in a competent manner. This appraisal assignment was not based on condition of loan approval or a requested minimum value. Please feel free to call if there are any questions regarding this assignment.

Respectfully Submitted,

Brandon Gray  
Certified Residential Appraiser  
GACR #269120, Expiration 06/30/2021

Borrower		File No. BG 2020-12-004	
Property Address	Wagoner St		
City	Clarkston	County	State GA Zip Code 30021
Lender/Client	Kathleen Andres		

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Wagoner St & Church St Facing South



Wagoner St & Rowland St Facing North



Current View of Wagoner St



Posted "No Thru Traffic"



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**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

**DEFINITION OF VALUE IN USE:** "The value the property has to a specific user assuming a specific use, which may or may not be the property's Highest and Best Use. Value in Use may or may not be equal to Market Value, but is different conceptually." (The Dictionary of Real Estate Appraisal, 6th Edition)

## STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

**CERTIFICATION: The appraiser certifies and agrees that:**

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
11. The appraiser has not appraised the parcel which is the subject of this appraisal report in the prior 36 months from the effective date of this appraisal report.

**ADDRESS OF PROPERTY ANALYZED:** Wagoner St, Clarkston, GA 30021

**APPRAISER:**

Signature:   
 Name: Brandon Gray  
 Title: Certified Residential Appraiser  
 State Certification #: CR269120  
 or State License #: \_\_\_\_\_  
 State: GA Expiration Date of Certification or License: 06/30/2021  
 Date Signed: 01/17/2021

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

Did  Did Not Inspect Property

**Summary of Salient Facts And Conclusions**

File No. BG 2020-12-004

Borrower					
Property Address	Wagoner St				
City	Clarkston	County	State	GA	Zip Code 30021
Lender/Client Kathleen Andres					

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

**Property Location:** The subject property is located between Church St and Rowland St in the City of Clarkston Georgia. This property is currently improved as a street providing egress and regress to 3757 Church St and 3769 Church St.

**APN/Legal Description:** This property is not currently identified by the Dekalb County Assessor's Office as an independent parcel.

**Site Description:** This property is currently being utilized as a street providing egress and regress to 3757 Church St and 3769 Church St. The property encompasses a total estimated area of 0.11 acres. A survey was not provided to the appraiser for evaluation and measurements of the land area were taken by the appraiser utilizing laser measuring devices. The appraiser recommends that a professional survey be conducted prior to any transfer of property.

**Flood Zone:** According to the Federal Emergency Management Agency Flood Insurance Rate Map (FIRM), Community Panel Number 13089C0086K, with an effective date of 08/15/2019, the subject is located in Zone X, Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. Flood insurance is not required.

**Highest and Best Use:** The highest and best use for the subject property is the existing improvement to service 3757 Church St and 3769 Church St.

**Effective Date(s) of Valuation:** December 20, 2020





### Aerial Map

<b>Borrower</b>					
Property Address	Wagoner St				
City	Clarkston	County		State	GA
				Zip Code	30021
Lender/Client	Kathleen Andres				



**History of the Parcel**

File No. BG 2020-12-004

Borrower					
Property Address	Wagoner St				
City	Clarkston	County		State	GA
				Zip Code	30021
Lender/Client	Kathleen Andres				

**HISTORY OF THE PARCEL**

The appraiser searched all available records to locate when Wagoner St was established as a public roadway. The appraiser could not find any records of eminent domain for the conversion of the property as public use. The properties at 3757 and 3769 Church St were built in the mid 1920's. Given the manner in which these properties were constructed, it is believed that Wagoner St existed at that time.

Review of the City of Clarkston Council Meeting Minutes shows that traffic issues both due to the volume of traffic, excessive speed, and the excessive trash generated by the street has been brought up to the Council multiple times since 2002.

On August 2, 2005, the Council commissioned a traffic study for the area but the findings do not appear to have been entered into record.

On February 15, 2006, Mayor Swaney asked the Council to consider that Wagoner St be closed off and landscaped to prevent thru traffic.

At some time between January 2011 and June 2012, a "No Thru Traffic" sign was added to the street. However, at particular issue is only one sign was added approximately 116 feet from Church St and 126 ft from Rowland St. By the time that the sign can be seen by a motorist, they are already engaged on the street. A potential U-turn at this point could place the driver at undue risk.

It is the opinion of the appraiser that the establishment of Wagoner St as a "No Thru Traffic" street made public use of the road illegal as a means to access Church St or Rowland St via Wagoner St. As such, the burden for enforcement of this traffic law is that of the City of Clarkston. Transfer of the roadway to private ownership does not correct the underlying external obsolescence. As a matter of fact, it tasks the owners of 3757 and 3769 Church St with not only the financial burden of upholding the wishes of City of Clarkston Council for the road to be no thru traffic but also forces the new owners of the parcel to engage in a potential police action of which they have no enforceability.

As such, regardless of the potential value of the parcel in question, it is the strong opinion of the appraiser that the consideration of Mayor Swaney on 02/15/2006 be followed and Wagoner St be closed off and landscaped to prevent thru traffic. This would eliminate the concern of traffic while also preventing the properties at 3757 and 3769 Church St from having to shoulder the monetary burden and burden of enforcement left by the City of Clarkston.



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**Highest And Best Use**

File No. BG 2020-12-004

Borrower					
Property Address	Wagoner St				
City	Clarkston	County		State	GA
				Zip Code	30021
Lender/Client	Kathleen Andres				

**HIGHEST AND BEST USE OF THE SUBJECT PROPERTY**

Highest and best use may be defined as:

***"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value"***. (The Appraisal of Real Estate, Thirteenth Edition, Appraisal Institute.)

The highest and best use of a specific parcel of land is not determined through subjective analysis of the property owner, the developer, or the appraiser; rather highest and best use is shaped by the competitive forces within the market where the property is located. Therefore, the analysis and interpretation of highest and best use is an economic study of market forces focused on the subject property. The use that maximizes value represents the highest and best use.

**Highest and Best Use Analysis**

In accordance with the definition of highest and best use, it is appropriate to analyze the subject site as though vacant as it relates to legality of use, physical possibilities, financial feasibility, and maximal productivity.

**Legally Permissible**

This criterion considers the legal restrictions to the subject property. Being a roadway, the property has no current specific zoning for its use. The properties bordering the street both have an R100 zoning for residential use. The appraiser searched historical records to locate record of when the street was established, however, none could be located. The appraiser notes that the properties at 3757 Church St and 3769 Church St were built in 1926 and 1924 respectively. Given the layout of egress and regress from each property, the appraiser assumes that the street has existed since that time in some fashion.

**Physically Possible**

According to measurements taken by the appraiser, the street is 239 feet at its longest length and 22 feet at its widest. While its land area of 0.11 acres would support a use, its measurements would inhibit this. As such, the overall physical characteristics for the property are not conducive to independent development.

**Financially Feasible**

Any use of the subject site that provides a financial return to the land in excess of that required satisfying operating expenses, financial expenses, and capital amortization is considered financially feasible. However, given the criterion of physically possible, there is no financial feasibility to the subject property.

**Maximally Productive**

The maximally productive criterion considers the specific use that is physically possible, legally permissible, and financially feasible and produces the greatest rate of return to the property. As mentioned in the prior physically possible and financially feasible discussions, the most probable use of the subject is its current use.

**Conclusion**

The highest and best use, either vacant or improved, for the subject property is its current use as a roadway servicing the properties at 3757 and 3769 Church Street.

**Valuation**

File No. BG 2020-12-004

Borrower					
Property Address	Wagoner St				
City	Clarkston	County		State	GA
				Zip Code	30021
Lender/Client	Kathleen Andres				

**VALUATION****Methodology**

The valuation process is the orderly program in which the data used to derive an opinion of value for the subject property as it is acquired, classified, analyzed and presented. The first step in the process is to define the appraisal problem, i.e., identify the real estate, the effective date of the value estimate, the property rights being appraised, and the type of value sought. Once this has been accomplished, the appraiser collects and analyzes the factors that affect the opinion of market value of the subject property. These factors are addressed in the area and neighborhood analysis, the site and improvement analysis, and the highest and best use analysis, and in the application of the three approaches to value. Appraisers generally use three approaches to value; the Cost Approach, the Sales Comparison Approach and the Income Approach. The first step in the appraisal of property is to examine different value scenarios for the subject parcel. In the case of the subject property, the purpose of this appraisal is to provide an opinion to the value based on the following definitions:

- Market Value
- Value In Use

**Definitions**

**DEFINITION OF MARKET VALUE:** *"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."* (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

**DEFINITION OF VALUE IN USE:** *"The value the property has to a specific user assuming a specific use, which may or may not be the property's Highest and Best Use. Value in Use may or may not be equal to Market Value, but is different conceptually."* (The Dictionary of Real Estate Appraisal, 6th Edition)

**Market Value**

In order to value this property, the first step is to establish and analyze the type of value being sought. As noted prior, the highest and best use of the parcel is as a roadway serving as access to 3757 Church St and 3769 Church St. Furthermore, since the subject parcel has no financial feasibility on its own and has been determined to not be productive, it would have no value to an uninterested party on the open market. Thus, any buyer in the market would not be typically motivated to purchase the property. Therefore, the property has been determined to have no market value.

**Value In Use**

Even though the parcel has no market value, it still has a value in use to the owners of 3757 Church St and 3769 Church St since it is the only point of egress and regress currently to the property. The sale of the parcel to an outside party would force the owners of these two properties to establish other means of egress and regress to the properties and incurring the costs associated for such means. As such, the owners of the two parcels might have a vested interest in securing the parcel.

**SALES COMPARISON APPROACH****Market Value**

The appraiser could find no records of parcels with the highest and best use as a street being listed on the open market through multiple listing services (FMLS and GMLS). This is to be expected given the opinion that these types of parcels would have no value outside of their specific use.

**Value In Use**

While no specific comparables could be located of street parcels a value in use can still be theoretically calculated. Situations arise where owners of properties either grant easement for access to another property (for free or after compensation) or sell small portions of land so that access to another parcel can be granted. These types of transactions would establish a value in use. It is the appraiser's experience that the value of the conveyed land is often relative to the value of surplus land within the marketing area.

Surplus land is defined as: *"Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel."* (The Dictionary of Real Estate Appraisal, 5th ed.)

As such, in the determination of the value in use of the subject parcel, the appraiser determined the market land value for a parcel with utility in the marketing area and adjusted the findings for observed market value to surplus land.

**Valuation**

File No. BG 2020-12-004

Borrower				
Property Address	Wagoner St			
City	Clarkston	County	State	GA Zip Code 30021
Lender/Client Kathleen Andres				

Property Address	Sales Price	Acres	Price Per Acre	Sales or Listing Date
649 Warren Ave Scottdale, GA 30079	\$26,000	0.20	\$130,000	12/20/2020
612 Warren Ave Scottdale, GA 30079	\$34,000	0.20	\$170,000	10/29/2020
1177 Smith St Clarkston, GA 30021	\$20,000	0.10	\$200,000	10/11/2019
644 Warren Ave Scottdale, GA 30079	\$29,900	0.20	\$149,500	Active Listing
1361 Warren Ave Scottdale, GA 30079	\$35,000	0.20	\$175,000	Active Listing

**APPLICATION OF ADJUSTMENTS**

The comparable sales selected for comparison reflect similar properties within the same competitive area. The appraiser could find no indication that vacant land parcels within the City of Scottdale have any increased marketability or value per acre as properties within the City of Clarkston. While the subject parcel would be impacted by the external influence of the nearby railroad track, for the purposes of this evaluation to determine general land values and later surplus land value, no adjustment for these factors are warranted.

**CONCLUSION OF THE SALES COMPARISON APPROACH**

The range of value for a 0.11 acre parcel consisting of excess land was found to be \$18,000 to \$22,000 with a most probable value of \$18,500.

The appraiser was unable to locate comparables within the marketing area that either sold surplus land or had a portion of the parcel as surplus land. As such, the appraiser then relied on past experience of appraising surplus land for easement use, eminent domain, PUD use, and flood plane analysis. The appraiser has handled approximately 94 of these cases over the past 19 years. In each of these cases the surplus land was valued at 15-30% of the value of excess or usable land. If the same percentages are applied here we arrive at a surplus value of \$2,775 to \$5,550 with a most probable value of \$4,600.

**COST APPROACH TO VALUE**

As noted prior, one of the considerations to the owners at 3757 Church and 3769 Church is that egress and regress to their property be maintained. The current roadway has inherent value in the asphalt. An estimation of the road sqft area is 4,792 sqft. The average cost of an asphalt driveway in the marketing area is \$3.50-\$4.50 per sqft. Thus, the road has a cost value of \$16,770-\$21,560. However, it is important to note that the road would still have the external obsolescence of being used by unintended parties as a roadway unless blocked off to prevent usage. This would require either a barricade to be constructed or a portion of the roadway to be removed in order to cure the access and utilization issue. The cost associated with this is believed to be \$9,000-\$13,000. Thus, the cost approach value of the parcel is believed to be between \$3,500 and \$12,500 with a most probable cost value of \$5,500.

**INCOME CAPITALIZATION APPROACH**

The income approach to value is not applicable to the intended use or intended user of the report. Furthermore, the parcel is not believed to have any income producing potential at the current time or any future time.

**RECONCILIATION**

Sales Comparison Approach	\$4,600
Cost Approach	\$5,500

**OPINION OF VALUE \$5,000**

Both approaches to value warrant consideration within the appraisal process. They both are derived from established appraisal methodology. Based on all pertinent data described herein, my opinion of value for the roadway parcel, subject to the assumptions and limiting conditions, as of the effective date of the valuation, December 20, 2020 is \$5,000.

The opinion of value noted above is based on the current use of the property as a roadway providing access to the properties 3757 and 3769 Church St. This use was found to be the only use for the parcel in accordance with its highest and best use.

**EXPOSURE AND MARKETING TIME**

Since the subject parcel has no value to the general market, it would have no relevant marketing and exposure time.



### Appraisers License

**STATE OF GEORGIA**  
**REAL ESTATE APPRAISERS BOARD**

**BRANDON J GRAY**  
**269120**

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A  
**CERTIFIED RESIDENTIAL REAL PROPERTY APPRAISER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

<p>D. SCOTT MURPHY Chairperson</p> <p>JEFF A. LAWSON Vice Chairperson</p>	<p>JEANMARIE HOLMES KEITH STONE WILLIAM A. MURRAY</p>
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GRAY, BRANDON J  
 3895 PINE VILLAGE PL  
 LOGANVILLE, GA 30052


**BRANDON J GRAY**

#	269120	
Status	ACTIVE	<b>END OF RENEWAL</b> 06/30/2021

**CERTIFIED RESIDENTIAL REAL PROPERTY APPRAISER**

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
 Real Estate Commission  
 Suite 1000 - International Tower  
 229 Peachtree Street, N.E.  
 Atlanta, GA 30303-1605

  
 LYNN DEMPSEY  
 Real Estate Commissioner  
 1327700101404505

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**BRANDON J GRAY**

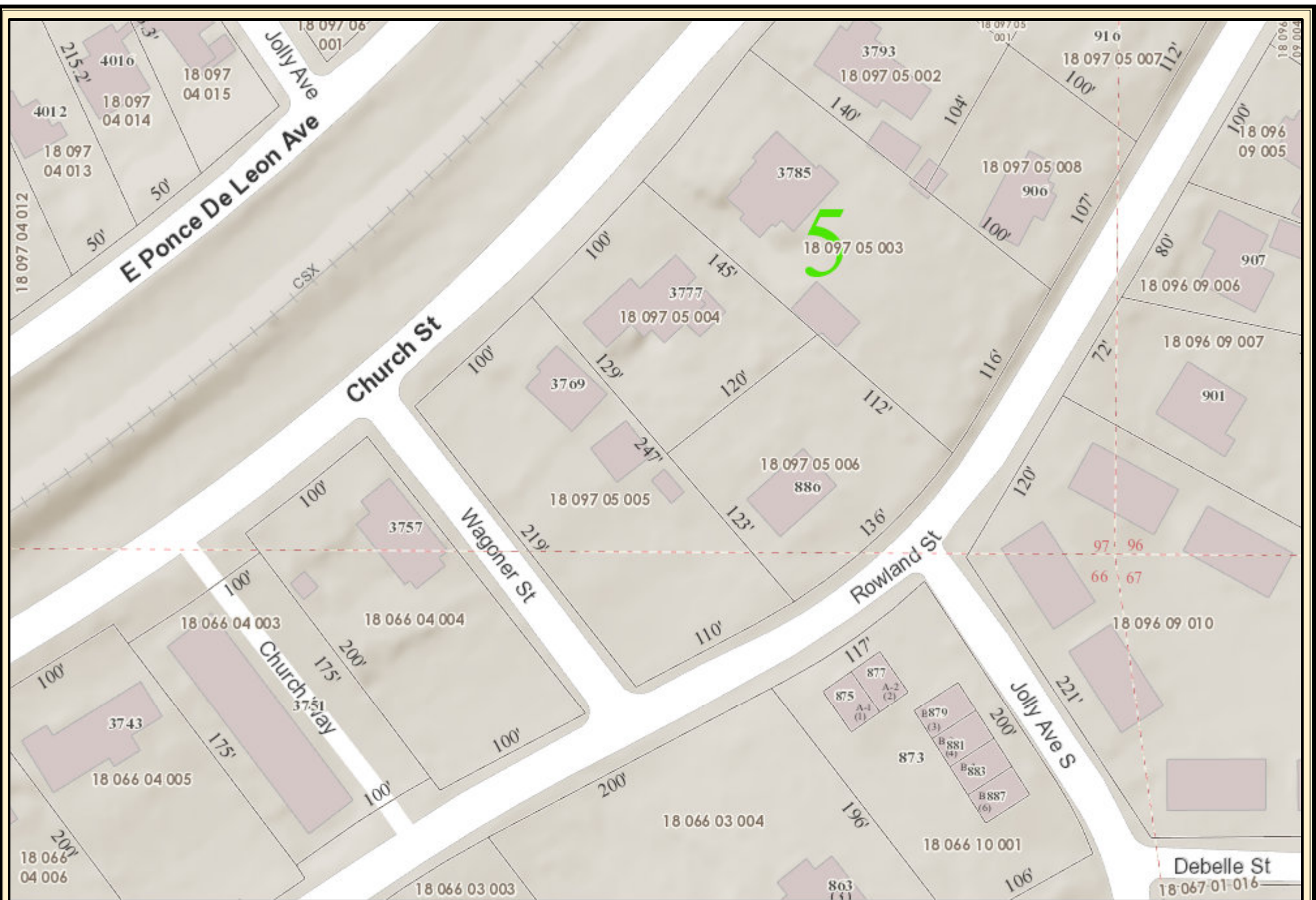
#	269120	
Status	ACTIVE	<b>END OF RENEWAL</b> 06/30/2021

**CERTIFIED RESIDENTIAL REAL PROPERTY APPRAISER**

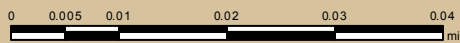
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State of Georgia  
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 LYNN DEMPSEY  
 Real Estate Commissioner  
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## Wagoner Street



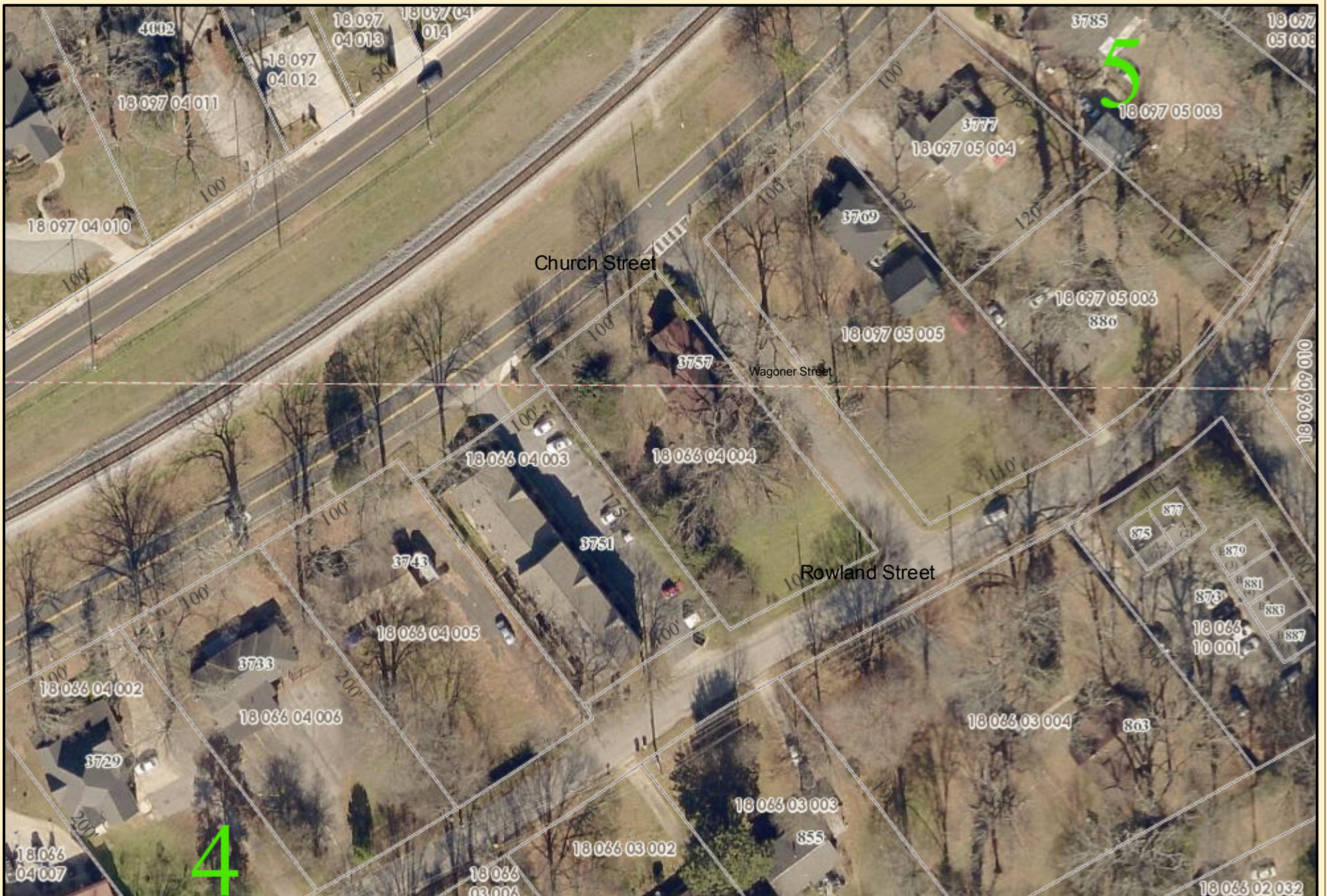
Date Printed: 2/8/2021



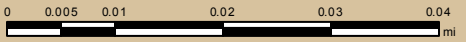
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## Wagoner Street



Date Printed: 2/8/2021



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CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G9

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: March 2, 2021

SUBJECT: Adopt a Mask Mandate Ordinance

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

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

PURPOSE:

Council to discuss adopting a Adopting a Mask Mandate Ordinance. In July 2020, the City Council adopted a resolution for mandating mask usage in Clarkston.  
Council to consider creating and adopting an ordinance to require and regulate mask wearing in Clarkston.

RECOMMENDATION:

Staff has no recommendations.



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

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

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

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

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

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

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

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

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

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

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

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



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

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

- 1.) Face Covering Required in Public Places. While indoors, all customers, employees and other users of restaurants, retail stores, grocery stores and all other public places shall wear a mask or face covering.
- 2.) Signs Required at Entrances to Public Places. Every public place in the City shall post a sign at each public entrance to such business stating “MASKS REQUIRED” [here we would describe the exact size and details of the required sign or state that the City will provide the signs]
- 3.) Use of Face Coverings Outdoors. All persons shall wear a mask or face covering while outdoors in an environment in which people who do not reside in the same household cannot maintain at least six feet of physical distance from one another (as recommended by the CDC).
- 4.) Reasonable exceptions to the use of face coverings are permitted for:
  - Children under the age of ten (10)
  - People who cannot wear face coverings due to documented medical or behavioral conditions
  - People whose religious beliefs prevent them from wearing a face covering
  - While eating or drinking
  - When complying with the directions of a law enforcement officer or for the purposes of verifying a person’s identity
- 5.) Enforcement. The City Manager and his designee(s), including the Police Department, shall enforce this ordinance as follows:
  - a. any person found to be in violation of this resolution shall first be given a warning and an opportunity to put on a mask or leave the public area;
  - b. the City Manager or designee shall offer the person a mask in connection with providing the warning required by (a);
  - c. if the person violating this resolution refuses to comply with this resolution after being given a warning and offered a mask, then he or she shall be issued a citation.
  - d. a person convicted of violating this ordinance shall be assessed a fine of Twenty Five Dollars (\$25.00) by the Municipal Court.
- 6.) This ordinance shall be effective immediately and shall remain in effect until January 1, 2022, unless repealed, modified or extended by further action of the City Council.

**SO RESOLVED**, this \_\_\_\_ day of February, 2021.

**CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA**

\_\_\_\_\_  
BEVERLY BURKS, Mayor

**ATTEST:**

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

Approved as to Form:

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

RESOLUTION 2020-022

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, evidence indicates that the use of face coverings reduces the transmissibility per contact by reducing transmission of infected droplets in both laboratory and clinical contexts. Public face covering wearing is most effective at stopping the spread of the virus when compliance is high. This evidence supports the conclusion that the adoption of more widespread face

covering requirements can help to control the COVID-19 epidemic by reducing the shedding of droplets into the environment from asymptomatic individuals; and,

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

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

**WHEREAS**, as of July 7, 2020 orders requiring face coverings in total or in part are already in place state-wide in at least twenty-one (21) states and in many local communities in the United States; and

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

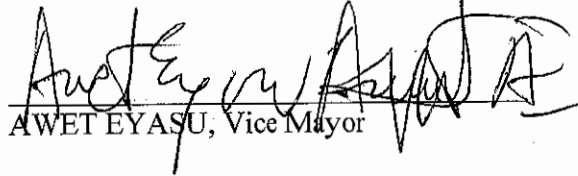
**NOW THEREFORE**, in a public and specially called emergency meeting, authorized pursuant to O.C.G.A. § 51-14-1(g), the Clarkston City Council hereby resolves and declares as follows:

- 1.) Face Covering Required in Public Places. While indoors, all customers, employees and other users of restaurants, retail stores, grocery stores and all other public places shall wear a mask or face covering.
- 2.) Use of Face Coverings Outdoors. All persons shall wear a mask or face covering while outdoors in an environment in which people who do not reside in the same household cannot maintain at least six feet of physical distance from one another (as recommended by the CDC).
- 3.) Reasonable exceptions to the use of face coverings are permitted for:
  - Children under the age of five (5)
  - People who cannot wear face coverings due to documented medical or behavioral conditions
  - While eating or drinking
  - When complying with the directions of a law enforcement officer or for the purposes of verifying a person's identity
- 4.) Enforcement. The City Manager and his designee(s) shall enforce this ordinance as follows:
  - a. any person found to be in violation of this resolution shall first be given a warning and an opportunity to put on a mask or leave the public area;

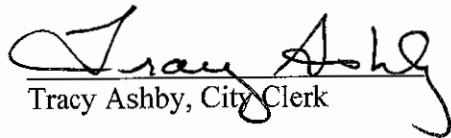
- b. the City Manager or designee shall offer the person a mask in connection with providing the warning required by (a);
  - c. if the person violating this resolution refuses to comply with this resolution after being given a warning and offered a mask, then he or she shall be issued a citation.
  - d. a person convicted of violating this resolution shall be assessed a fine of Twenty Five Dollars (\$25.00) by the Municipal Court.
- 5.) This resolution shall be effective immediately and shall remain in effect until revised or repealed by further action of the City Council.

**SO RESOLVED**, this 21<sup>st</sup> day of July, 2020.

**CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA**

  
AWET EYASU, Vice Mayor

**ATTEST:**

  
Tracy Ashby, City Clerk

Approved as to Form:

Stephen G. Quinn  
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G10

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: March 2, 2021

SUBJECT: Adopt Resolution to Request GA General Assembly to Dissolve the CRA

DEPARTMENT: City Administration

PUBLIC HEARING: YES  NO

ATTACHMENT: YES  NO   
Pages: 2

INFORMATION CONTACT: Awet Eyasu, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

City Council to discuss making a request to the Georgia legislators to formally change the name and/or the area of authority of the Clarkston Development Authority.

RECOMMENDATION:

Staff has no recommendations.

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

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL REQUESTING THE LOCAL DELEGATION OF THE GENERAL ASSEMBLY TO REPEAL ACT NO. 134 OF THE 2017 GENERAL ASSEMBLY AND DISSOLVE THE CLARKSTON DEVELOPMENT AUTHORITY.**

**WHEREAS**, in 2017 the Clarkston City Council requested the General Assembly to create a special development authority for the City of Clarkston; and

**WHEREAS**, this request resulted in the passage of Act. 134, which created the Clarkston Development Authority; and

**WHEREAS**, the Clarkston Development Authority has never taken any official action or incurred any indebtedness and holds no assets or obligations; and

**WHEREAS**, the Clarkston City Council appreciates the General Assembly's responsiveness to the City's request in 2017 but has found that the resulting Clarkston Development Authority has not been ideally suited to the City's needs, in part because it includes the entire city in its development area; and

**WHEREAS**, the City of Clarkston would prefer to activate a Downtown Development Authority pursuant to O.C.G.A. § 36-42-1 *et seq.* and have the flexibility to set a downtown area for such Authority to focus on and adjust the boundaries of such area as needed

**NOW THEREFORE, BE IT RESOLVED** by the Clarkston City Council that the City of Clarkston hereby requests that its representatives in the Georgia General Assembly sponsor and support local legislation to repeal Act 134 and thereby dissolve the special Clarkston Development Authority created thereby.

**SO RESOLVED**, this \_\_\_\_ day of February, 2021.

**CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA**

---

BEVERLY BURKS, Mayor

**ATTEST:**

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

Approved as to Form:

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



**A RESOLUTION REQUESTING THE GEORGIA STATE LEGISLATURE CREATE THE CLARKSTON DOWNTOWN DEVELOPMENT AUTHORITY, DEFINE ITS PURPOSE AND POWERS, TO DETERMINE THE PROCESS AND CRITERIA BY WHICH MEMBERS ARE APPOINTED, TO DETERMINE THE PROCESS BY WHICH OFFICERS ARE ELECTED, AND FOR OTHER PURPOSES.**

**SPONSORED BY: BEVERLY BURKS AND AWET EYASU**

**Whereas**, it has been determined by the Mayor and Council of the City of Clarkston, Georgia that there is a need in the City for the revitalization and redevelopment of the central business district of the City to develop and promote for the public good and general welfare, trade commerce industry and employment opportunities; and

**Whereas**, it has been determined by the Mayor and Council of the City that revitalization and redevelopment of the central business district by financing projects under Clarkston specific Downtown Redevelopment Authorities Law will develop and promote current and new trade, commerce, industry and employment opportunities thus promoting public good and the general welfare of the City; and

**Whereas**, the Mayor and Council of the City have determined that it is in the public interest and welfare of the people of the City to revitalize and redevelop the central business district of the City; and

**Whereas**, the Mayor and Council of the City have determined that it is in the public interest and welfare of the people of the City to create a Clarkston Downtown Development Authority specific to the needs of the City of Clarkston;

**Whereas**, the Mayor and Council of the City have determined that it is in the public interest and welfare of the people of the City to seek legislation which will all for the creation of a specialized Clarkston Downtown Development Authority during the 2017 Legislative Session, so that the Authority may be activated when needed at a later date;

**Now, therefore be it resolved** that the Mayor and Council of the City hereby respectfully requests that the Georgia Legislature create legislation for a specialized Clarkston Downtown Development Authority containing the following components;

1. Board of Directors shall consist of seven members, each shall serve in such capacity for the number of years set forth in a subsequent Organizing Resolution, that two of the members shall be a taxpayer residing in the municipal corporation for which the authority is created; or an owner or operator of a business located within the downtown development area and a taxpayer residing in DeKalb County, that two of the members may reside outside of the municipal corporation for which the authority is created and is a taxpayer residing in DeKalb County provided they shall possess specific experience, knowledge or professional expertise in the fields of banking, finance, real estate development, community development or other areas of expertise related to economic

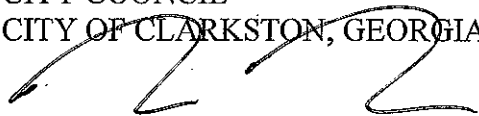
development, that the remaining three members shall be members of the Clarkston City Council

2. The Mayor shall appoint two non-elected board members one which shall be a taxpayer residing in the municipal corporation for which the authority is created and the Clarkston City Council shall appoint by a majority of a quorum, two of the non-elected board members one which shall be a taxpayer residing in the municipal corporation for which the authority is created
3. The Clarkston City Council shall by a majority of a quorum, determine which of its members shall serve on the Downtown Development Authority Board
4. The members of the Downtown Development Authority Board shall elect from its membership, officers to serve terms to be determined by a subsequent Organizing Resolution to include Chair, Vice-Chair and Secretary/Treasurer

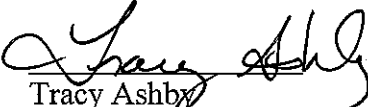
**NOW, THEREFORE, BE IT FURTHER RESOLVED** that City Council of the City of Clarkston hereby respectfully requests that the Georgia Legislature create legislation for a specialized Clarkston Downtown Development Authority consistent with the components listed above.

SO RESOLVED, this 13 day of February 2017

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

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

ATTEST:

  
Tracy Ashby  
City Clerk



**OFFICE OF SECRETARY OF STATE**

**I, Brian P. Kemp, Secretary of State of the State of Georgia, do hereby certify that**

the 13 pages of photocopied matter hereto attached contain a true and correct copy of an Act approved by the Governor on May 03, 2017 numbered Act No. 134, House Bill 563; all as same appear of file and record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 18th day of April, in the year of our Lord Two Thousand and Seventeen and of the Independence of the United States of America the Two Hundred and Forty-First.



*B. P. Kemp*

**Brian P. Kemp, Secretary of State**

ENROLLMENT

April 4 2017

The Committee of the House on Information and Audits has examined the within and finds the same properly enrolled.

Darlene K. Taylor

Chairman

[Signature]

Speaker of the House

[Signature]

Clerk of the House

[Signature]

President of the Senate

[Signature]

Secretary of the Senate

Received

Chris W. Puley

Secretary, Executive Department

This 4<sup>th</sup> day of April 2017

Approved

Nathan Deal

Governor

This 3 day of MAY 2017

H.B. No. 563

General

Act No. 134

Assembly



**AN ACT**

To create the Clarkston Development Authority; to provide a short title; to provide definitions; to provide for the powers of the authority; to provide for members of the authority; to provide a development area; to provide for revenue bonds and other obligations of the authority; to recite constitutional authority; to provide for effect on other authorities; to provide for related matters; to repeal conflicting laws; and for other purposes.

**IN HOUSE**

Read 1<sup>st</sup> time 3-10-17

Read 2<sup>nd</sup> time 3-13-17

Read 3<sup>rd</sup> time 3-14-17

And Passed

Yeas 160

Nays 0

[Signature]

Clerk of the House

**IN SENATE**

Read 1<sup>st</sup> time 3-15-17

Read 2<sup>nd</sup> time

Read 3<sup>rd</sup> time

And Passed 3-22-17

Yeas 52

Nays 1

Passed Both Houses

[Signature]

Secretary of the Senate

By: Reps. Dreuner of the 85<sup>th</sup> and Henson of the 86<sup>th</sup>

**AN ACT**

To create the Clarkston Development Authority; to provide a short title; to provide definitions; to provide for the powers of the authority; to provide for members of the authority; to provide a development area; to provide for revenue bonds and other obligations of the authority; to recite constitutional authority; to provide for effect on other authorities; to provide for related matters; to repeal conflicting laws; and for other purposes.

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

**SECTION 1.**

Short title of Act.

This Act shall be known and may be cited as the "Clarkston Development Authority Act."

**SECTION 2.**

Definitions.

(a) As used in this Act:

(1) "Authority" shall mean the Clarkston Development Authority created pursuant to Section 3 of this Act.

(2) "Cost of the project" or "cost of any project" shall mean and shall include: all costs of acquisition (by purchase or otherwise), demolition, funds for the creation of a revolving loan fund, construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any project or any part of any project; all costs of real property, fixtures, or personal property used in or in connection with or necessary for any project or for any facilities related thereto, including, but not limited to, the cost of all land, estates for years, easements, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and certificates; the cost of securing any such franchises, permits, approvals, licenses, or certificates and the cost of preparation of any application therefor; the cost of all fixtures, machinery, equipment, furniture, and other property used in or in connection with or necessary for any project; all financing charges and loan fees and all interest on revenue bonds, notes, or other obligations of an authority which accrues or is paid prior to and during the period of construction of a project and during such additional period as the authority may reasonably determine to be necessary to place such project in operation; all costs of

engineering, surveying, architectural, and legal services and all expenses incurred by engineers, surveyors, architects, and attorneys in connection with any project; all expenses for inspection of any project; all fees of fiscal agents, paying agents, and trustees for bondholders under any trust agreement, indenture of trust, or similar instrument or agreement; all expenses incurred by any such fiscal agents, paying agents, and trustees; all other costs and expenses incurred relative to the issuance of any revenue bonds, notes, or other obligations for any project; all fees of any type charged by an authority in connection with any project; all expenses of or incident to determining the feasibility or practicability of any project; all costs of plans and specifications for any project; all costs of title insurance and examinations of title with respect to any project; repayment of any loans made for the advance payment of any part of any of the foregoing costs, including interest thereon and any other expenses of such loans; administrative expenses of the authority and such other expenses as may be necessary or incident to any project or the financing thereof or the placing of any project in operation; and a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves as the authority may approve with respect to the financing and operation of any project and as may be authorized by any bond resolution, trust agreement, indenture of trust, or similar instrument or agreement pursuant to the provisions of which the issuance of any revenue bonds, notes, or other obligations of the authority may be authorized. Any cost, obligation, or expense incurred for any of the foregoing purposes shall be a part of the cost of the project and may be paid or reimbursed as such out of proceeds of revenue bonds, notes, or other obligations issued by the authority.

(3) "Development area" means the geographical area of operations of the authority as described in Section 5 of this Act.

(4) "Governing body" shall mean the elected or duly appointed officials constituting the governing body of the City of Clarkston.

(5) "Project" shall mean the acquisition, demolition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the development area and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in the development area. A project may be for any industrial, commercial, residential, business, office, parking, public, or other use, including the administration and operation of a revolving loan fund,

provided that a majority of the members of the authority determine, by a resolution duly adopted, that the project and such use thereof would further the public purpose of this Act.

(6) "Revenue bonds" or "bonds" shall mean any bonds issued by the authority that are authorized to be issued under the Constitution and laws of the State of Georgia, including refunding bonds and revenue bonds issued pursuant to Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law," but not including notes or other obligations of an authority.

### SECTION 3.

#### Creation and power of authority.

(a) There is created a public body corporate and politic known as the Clarkston Development Authority.

(b) The authority shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this Act, including, but without limiting the generality of the foregoing, the power to:

- (1) Sue and be sued;
- (2) Adopt and amend a corporate seal;
- (3) Make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the authority or to further the public purpose for which the authority is created, including, but not limited to, contracts for construction of projects, leases of projects, contracts for sale of projects, agreements for loans to finance projects, and contracts with respect to the use of projects;
- (4) Acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character or any interest therein in furtherance of the public purpose of the authority;
- (5) Finance, by loan, grant, lease, or otherwise, construct, demolish, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of revenue bonds, notes, or other obligations of the authority or any other funds of the authority, or from any contributions or loans by persons, corporations, partnerships (limited or general), or other entities, all of which the authority is authorized to receive and accept and use;
- (6) Borrow money to further or carry out its public purpose and to execute revenue bonds; notes; other obligations; leases; trust indentures; trust agreements; agreements for the sale of its revenue bonds, notes, or other obligations; loan agreements; mortgages;

deeds to secure debt; trust deeds; security agreements; assignments; and such other agreements or instruments as may be necessary or desirable, in the judgment of the authority, to evidence and to provide security for such borrowing;

(7) Issue revenue bonds, notes, or other obligations of the authority and use the proceeds thereof to pay all or any part of the cost of any project and otherwise to further or carry out the public purpose of the authority and to pay all costs of the authority incident to, or necessary and appropriate to, furthering or carrying out such purpose;

(8) Make application directly or indirectly to any federal, state, county, or municipal government or agency or to any other source, public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the authority's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or municipal government or agency or other source;

(9) Enter into agreements with the federal government or any agency thereof to use the facilities or the services of the federal government or any agency thereof in order to further or carry out the public purpose of the authority;

(10) Contract for any period not exceeding 50 years with the State of Georgia, state institutions, or any city, town, municipality, or county of the state for the use by the authority of any facilities or services of the state or any such state institution, city, town, municipality, or county or for the use by any state institution or any city, town, municipality, or county of any facilities or services of the authority, provided that such contracts shall deal with such activities and transactions as the authority and any such political subdivision with which the authority contracts are by law authorized to undertake;

(11) Extend credit or make loans to any person, corporation, partnership (limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or other instruments or by rentals, revenues, fees, or charges, upon such terms and conditions as the authority shall determine to be reasonable in connection with such extension of credit or loans, including provision for the establishment and maintenance of reserve funds, and, in the exercise of powers granted in connection with any project, the authority shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guarantee of any obligations, insurance, construction, use, operation, maintenance, and financing of a project and such other terms and conditions as the authority may deem necessary or desirable;



(12) As security for repayment of any revenue bonds, notes, or other obligations of the authority, pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property of the authority (including but not limited to real property, fixtures, personal property, and revenues or other funds) and to execute any lease; trust indenture; trust agreement; agreement for the sale of the authority's revenue bonds, notes, or other obligations; loan agreement; mortgage; deed to secure debt; trust deed; security agreement; assignment; or other agreement or instrument as may be necessary or desirable in the judgment of the authority to secure any such revenue bonds, notes, or other obligations, which instruments or agreements may provide for foreclosure or forced sale of any property of the authority upon default in any obligation of the authority, either in payment of principal, premium, if any, or interest or in the performance of any term or condition contained in any such agreement or instrument. The State of Georgia on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein waives any right it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the authority upon such default and agrees that any agreement or instrument encumbering such property may be foreclosed in accordance with law and the terms thereof;

(13) Receive and use the proceeds of any tax levied by a county or municipal corporation to pay the costs of any project or for any other purpose for which the authority may use its own funds pursuant to this Act;

(14) Receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts;

(15) Use any real property, personal property, or fixtures or any interest therein, to rent or lease such property to or from others or make contracts with respect to the use thereof, or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner as it deems to the best advantage of the authority and the public purpose thereof;

(16) Acquire, accept, or retain equitable interests, security interests, or other interests in any real property, personal property, or fixtures by loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer in order to secure the repayment of any monies loaned or credit extended by the authority;

(17) Appoint, select, and employ engineers, surveyors, architects, urban or city planners, developers, fiscal agents, attorneys, and others and to fix their compensation and pay their expenses;

- (18) Encourage and promote the improvement and revitalization of the development area and to make, contract for, or otherwise cause to be made long-range plans or proposals for the development area in cooperation with the county within which the development area is located;
  - (19) Adopt bylaws governing the conduct of business by the authority, the election and duties of officers of the authority, and other matters which the authority determines to deal within its bylaws;
  - (20) Exercise any power granted by the laws of the State of Georgia to public or private corporations which is not in conflict with the public purpose of the authority; and
  - (21) Do all things necessary or convenient to carry out the powers conferred by this Act.
- (c) The powers enumerated in subsection (b) of this section are cumulative with and in addition to those enumerated elsewhere in this Act, and no such power limits or restricts any other power of the authority.

#### **SECTION 4.**

##### **Members of authority; disqualifications.**

- (a) The authority shall be composed of seven members as follows:
  - (1) Two members shall be either a taxpayer residing in the City of Clarkston or a taxpayer residing in DeKalb County who owns or operates a business located within the city's downtown development area;
  - (2) Two members shall be taxpayers residing in DeKalb County who possess specific experience, knowledge, or professional expertise in the field of banking, finance, real estate development, community development, or another area of expertise related to economic development; and
  - (3) Three members shall be members of the governing authority of the City of Clarkston.
- (b) The members provided for in subsection (a) of this section shall be appointed as follows:
  - (1) The mayor of the City of Clarkston shall appoint two nonelected members, one of whom shall be a taxpayer residing in the City of Clarkston or a taxpayer residing in DeKalb County who owns or operates a business located within the city's downtown development area;
  - (2) The governing authority of the City of Clarkston shall, by a majority of a quorum, appoint two nonelected members, one of whom shall be a taxpayer residing in the City of Clarkston or a taxpayer residing in DeKalb County who owns or operates a business located within the city's downtown development area; and

(3) The governing authority of the City of Clarkston shall, by a majority of a quorum, appoint three members of such governing authority who shall serve as members of the board of the authority.

(c) Terms of office of members of the authority shall be for four years and until their successors are appointed and qualified, except that one of the initial members appointed by the mayor of the City of Clarkston and one of the initial members appointed by the governing authority of the City of Clarkston shall serve initial terms of office of two years and until their successors are appointed and qualified. Thereafter, terms of office of all members of the authority shall be for four years and until their successors are appointed and qualified. Any vacancy of office shall be filled in like manner as the original appointment, and the person appointed to fill such vacancy shall serve for the remainder of the unexpired term and until a successor is appointed and qualified.

(d) No member of the authority shall be disqualified from serving on the authority because of any pecuniary interest in a project as defined in Section 2 of this Act, but the fact of such interest shall be disclosed by such member and recorded on the minutes of the authority. The member shall abstain from voting on any project in which he or she has such pecuniary interest.

(e) The members of the authority shall elect from their membership officers to serve terms to be determined by a subsequent organizing resolution adopted by the board, and such officers shall include a chairperson, vice chairperson, and secretary-treasurer.

#### **SECTION 5.**

Development area; change of boundaries.

The development area defined in this Act shall be all of that tract or parcel of land located in the City of Clarkston Georgia.

#### **SECTION 6.**

Revenue bonds.

Revenue bonds, notes, or other obligations issued by an authority shall be paid solely from the property (including but not limited to real property, fixtures, personal property, revenues, or other funds) pledged, mortgaged, conveyed, assigned, hypothecated, or otherwise encumbered to secure or to pay such bonds, notes, or other obligations. All revenue bonds, notes, and other obligations shall be authorized by resolution of the authority and adopted by a majority vote of the directors of the authority at a regular or special meeting. Such revenue bonds, notes, or other obligations shall bear such date or dates; shall mature at such

time or times not more than 40 years from their respective dates; shall bear interest at such rate or rates (which may be fixed or may fluctuate or otherwise change from time to time); shall be subject to redemption on such terms; and shall contain such other terms, provisions, covenants, assignments, and conditions as the resolution authorizing the issuance of such bonds, notes, or other obligations may permit or provide. The terms, provisions, covenants, assignments, and conditions contained in or provided or permitted by any resolution of the authority authorizing the issuance of such revenue bonds, notes, or other obligations shall bind the directors of the authority then in office and their successors. The authority shall have power from time to time and whenever it deems expedient to refund any bonds by the issuance of new bonds, whether the bonds to be refunded have or have not matured, and may issue bonds partly to refund bonds then outstanding and partly for any other purpose permitted under this Act. The refunding bonds may be exchanged for the bonds to be refunded with such cash adjustments as may be agreed upon or may be sold and the proceeds applied to the purchase or redemption of the bonds to be refunded. There shall be no limitation upon the amount of revenue bonds, notes, or other obligations which the authority may issue. Any limitations with respect to interest rates or any maximum interest rate or rates found in the Revenue Bond Law (Ga. L. 1937, p. 761), as now or hereafter amended, the usury laws of the State of Georgia, or any other laws of the State of Georgia shall not apply to revenue bonds, notes, or other obligations of an authority.

#### SECTION 7.

##### Provisions and obligations; limitations and procedures.

- (a) Subject to the limitations and procedures provided by this section, the agreements or instruments executed by the authority may contain such provisions not inconsistent with law as shall be determined by the board of directors of the authority.
- (b) The proceeds derived from the sale of all bonds, notes, and other obligations issued by the authority shall be held and used for the ultimate purpose of paying, directly or indirectly as permitted in this Act, all or part of the cost of any project or for the purpose of refunding any bonds, notes, or other obligations issued in accordance with the provisions of this Act.
- (c) Issuance by an authority of one or more series of bonds, notes, or other obligations for one or more purposes shall not preclude it from issuing other bonds, notes, or other obligations in connection with the same project or with any other projects, but the proceeding wherein any subsequent bonds, notes, or other obligations shall be issued shall recognize and protect any prior loan agreement, mortgage, deed to secure debt, trust deed, security agreement, or other agreement or instrument made for any prior issue of bonds, notes, or other obligations unless in the resolution authorizing such prior issue the right is expressly

reserved to the authority to issue subsequent bonds, notes, or other obligations on a parity with such prior issue.

(d) The authority shall have the power and is authorized, whenever bonds of the authority shall have been validated as provided in this Act, to issue from time to time its notes in anticipation of such bonds as validated and to renew from time to time any such notes by the issuance of new notes, whether the notes to be renewed have or have not matured. The authority may issue such bond anticipation notes only to provide funds which would otherwise be provided by the issuance of the bonds as validated. Such notes may be authorized, sold, executed, and delivered in the same manner as bonds. As with its bonds, the authority may sell such notes at public or private sale. Any resolution or resolutions authorizing notes of the authority or any issue thereof may contain any provisions which the authority is authorized to include in any resolution or resolutions authorizing bonds of the authority or any issue thereof, and the authority may include in any notes any terms, covenants, or conditions which the authority is authorized to include in any bonds. Validation of such bonds shall be a condition precedent to the issuance of such notes, but it shall not be required that such notes be judicially validated. Bond anticipation notes shall not be issued in an amount exceeding the par value of the bonds in anticipation of which they are to be issued.

(e) All bonds issued by the authority under this Act shall be issued and validated under and in accordance with the Revenue Bond Law, as heretofore and hereafter amended, except as provided in this Act, provided that notes and other obligations of the authority may, but shall not be required to, be so validated.

(f) Bonds issued by an authority may be in such form, either coupon or fully registered or both, and may be subject to exchangeability and transferability provisions as the bond resolution authorizing the issuance of such bonds or any indenture or trust agreement may provide.

(g) Bonds shall bear a certificate of validation. The signature of the clerk of the superior court of the judicial circuit in which the issuing authority is located may be made on the certificate of validation of such bonds by facsimile or by manual execution stating the date on which such bonds were validated, and such entry shall be original evidence of the fact of judgment and shall be received as original evidence in any court in this state.

(h) In lieu of specifying the rate or rates of interest which bonds to be issued by an authority are to bear, the notice to the district attorney or Attorney General; the notice to the public of the time, place, and date of the validation hearing; and the petition and complaint for validation may state that the bonds when issued will bear interest at a rate not exceeding a maximum per annum rate of interest (which may be fixed or may fluctuate or otherwise change from time to time) specified in such notices and petition and complaint or that, in the

event the bonds are to bear different rates of interest for different maturity dates, that none of such rates will exceed the maximum rate (which may be fixed or may fluctuate or otherwise change from time to time) so specified; provided, however, that nothing contained herein shall be construed as prohibiting or restricting the right of the authority to sell such bonds at a discount, even if in doing so the effective interest cost resulting therefrom would exceed the maximum per annum interest rate specified in such notices and in the petition and complaint.

#### **SECTION 8.**

##### **Purpose and declaration of need.**

The revitalization and redevelopment of the development area as defined in this Act develop and promote trade, commerce, industry, and employment opportunities for the public good and general welfare and promote the general welfare of the state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the City of Clarkston and the State of Georgia. Revitalization and redevelopment of the development area by financing projects under the Act will develop and promote, for the public good and general welfare, trade, commerce, industry, and employment opportunities and will promote the general welfare of the state. It is therefore in the public interest and is vital to the public welfare of the people of Georgia, and it is declared to be the public purpose of this Act to so revitalize and redevelop the development area. No bonds, notes, or other obligations (except refunding bonds) shall be issued by the authority hereunder unless its board of directors adopts a resolution finding that the project for which such bonds, notes, or other obligations are to be issued will promote the foregoing objectives.

#### **SECTION 9.**

##### **Construction of Act.**

The provisions of this Act shall be liberally construed to effect the purpose hereof. The offer, sale, or issuance of bonds, notes, or other obligations by any authority shall not be subject to regulation under Georgia laws regulating the sale of securities, as heretofore and hereafter amended. No notice, proceeding, or publication except those required by this Act shall be necessary to the performance of any act authorized by this Act nor shall any such act be subject to referendum.

**SECTION 10.**

**Bonds, notes, and other obligations not to constitute public debt.**

No bonds, notes, or other obligations of and no indebtedness incurred by the authority shall constitute an indebtedness or obligation of the State of Georgia or any county, municipal corporation, or political subdivision thereof nor shall any act of the authority in any manner constitute or result in the creation of an indebtedness of the state or any such county, municipal corporation, or political subdivision. No holder or holders of any such bonds, notes, or other obligations shall ever have the right to compel any exercise of the taxing power of the state or any county, municipal corporation, or political subdivision thereof or to enforce the payment thereof against the state or any such county, municipal corporation, or political subdivision.

**SECTION 11.**

**Constitutional authority for Act; tax exemption of authorities.**

- (a) This Act is enacted pursuant to Article IX, Section VI, Paragraph III of the Constitution of Georgia.
- (b) The obligations, properties, activities, and income of the authority shall be subject to such tax exemptions as may be provided by general law.

**SECTION 12.**

**Effect on other authorities.**

This Act shall not affect any other authority now or hereafter existing under general or local constitutional amendment or general or local law.

**SECTION 13.**

**Repealer.**

All laws and parts of laws in conflict with this Act are repealed.

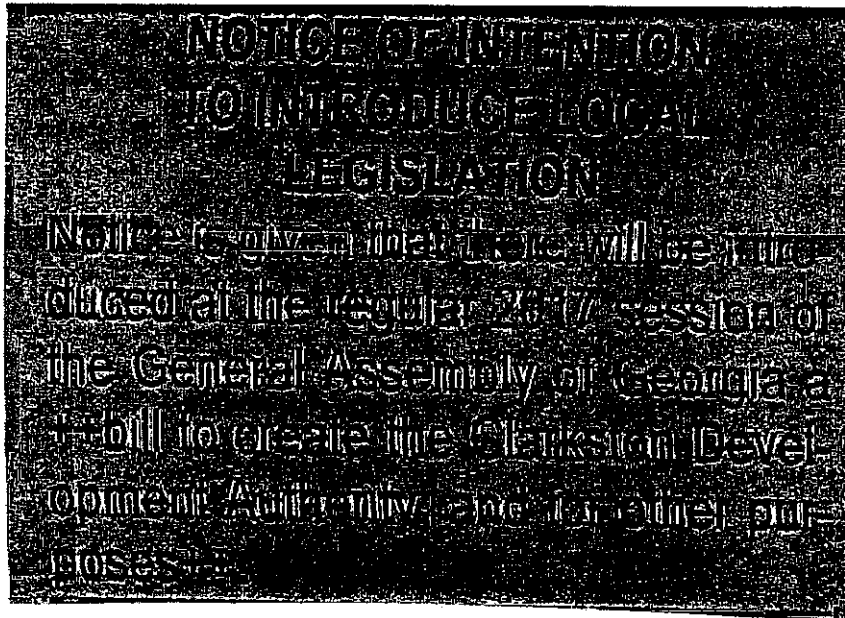
APPROVED

MAY 09 2017

BY GOVERNOR

H. B. 563

- 11 -



**AFFIDAVIT**

GEORGIA, FULTON COUNTY

I, Karla Drenner, Representative from District 85, state on oath as follows:

- (1) I am the author of the local bill to which this affidavit is attached.
- (2) In accordance with O.C.G.A. § 28-1-14, the notice requirements for the local bill to which this affidavit is attached have been satisfied, including but not limited to the following:
  - (A) The Notice of Intention to Introduce Local Legislation which is attached to such local bill was published in the Champion, which is the official organ of DeKalb County, on the 23rd of February in the year 2017; and
  - (B) If the local bill amends the charter of a municipality or the enabling Act of the governing authority of a county or consolidated government, then a copy of the Notice of Intention to Introduce Local Legislation was mailed, transmitted by facsimile, or otherwise provided to the governing authority of such municipality, county, or consolidated government:
    - (i) During the calendar week in which the Notice was published in the official organ; or
    - (ii) During the seven days immediately following the date of publication of such Notice.

s/ Karla Drenner  
Affiant

Sworn to and subscribed at the  
State Capitol in Atlanta, Georgia,  
This 3rd of March, 2017,  
Before me:

s/ Jennifer Burgess  
Jennifer Burgess  
Notary Public, Fulton County, Georgia  
My Commission Expires December 29, 2018  
[SEAL]

