



Mayor Beverly H. Burks

Councilmembers:

Jamie Carroll

Laura Hopkins

Awet Eyasu

Yterenickia Bell

Debra Johnson

Susan Hood

Shawanna Qawiy, Interim City Manager

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

CITY COUNCIL MEETING AGENDA

Tuesday, May 3, 2022 - 7:00PM
ZOOM

1. CALL TO ORDER

2. ROLL CALL

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

Approval of the 03/01/2022 City Council Meeting Minutes; 04/05/2022 City Council Meeting Minutes; and 04/26/2022 City Council Work Session Meeting Minutes

4. REPORTS

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

5. PUBLIC COMMENTS

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

6. OLD BUSINESS

- A. Approval to amend Resolution No.2022-001, Necessitating City Council Meetings by Zoom teleconference.
- B. Approval of Change Order #42 SPLOST 04 B & C Rowland Street Road Diet Project.
- C. Approval of Local Maintenance and Improvement Grant Program paving projects.
- D. Approval of the allocation of \$100,000 for a city resident Home Repair/Weatherization Program.
- E. Approval of Memorandum of Understanding by the Veterans and Community Outreach Foundation (VCOF) for ARPA funding for veteran assistance programs.
- F. Approval of SPLOST 04 B & C Rowland Street Road Diet project-Rowland Street (Norman Road to Market Street).
- G. Approval of Change Order #38 for SPLOST 04 B&C Pedestrian Enhancement Trailhead and Rowland St. / Roger St. Chicane Removal and Speed Table Installation.



7. CONSENT AGENDA

- A. Approval of an ARPA funding request from the Amani Women Center for \$42,000 to provide COVID-19 emergency assistance navigation services.

8. NEW BUSINESS

- A. Approval of a Conditional Use Permit Request from Robert Allen Chambers D/B/A All Nations Society of Atlanta for the property located at 4320 East Ponce De Leon Ave, Clarkston, GA 30021, zoned RC Residential Commercial for mission society / place of assembly. **PUBLIC HEARING**

- B. Approval of ARPA funding allocations.

9. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, May 3, 2022. The public may participate in the meeting by using the following information below:

<https://us02web.zoom.us/j/84555807914?pwd=UTBKdU9ITk5PVXBMQm5nU2VTZlRSQT09>

Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)

Meeting ID: 845 5580 7914

Find your local number: <https://us02web.zoom.us/j/84555807914?pwd=UTBKdU9ITk5PVXBMQm5nU2VTZlRSQT09>



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Susan Hood

Shawanna Qawiy, Interim City Manager

CITY COUNCIL MEETING MINUTES

**Tuesday, March 1, 2022, 7:00PM
ZOOM**

1. CALL TO ORDER

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

Councilmember Johnson made a motion to adopt the agenda with the correction of having an Executive Session to discuss a personnel matter. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

2. ROLL CALL/ PLEDGE OF ALLEGIANCE

All members of Council were present.

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

Vice Mayor Eyasu made a motion to approve the minutes for the February 22, 2022 City Council Work Session. Councilmember Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

The February 01, 2022 City Council meeting minutes will be placed on the next City Council agenda for approval.

4. REPORTS

A. Planning/Economic and Development Report

- The March 11, 2022 Virtual Council Retreat has been scheduled.
- Road work on Norman Rd. and Market St. Project is moving forward.
- The Planning and Zoning Commission has a meeting scheduled for March 15 to hear a Conditional Use Permit request.

B. City Manager's Report

- Substation work with Georgia Power and the City is being held at City Hall Annex. Plans are being finalized and will be presented to Council for review.
- The reflectors have arrived for lanes and will be installed on the corner of Market St. and East Ponce De Leon.
- The City received a construction agreement for the Electric Vehicle Charging Station. Installation set to begin in April 2022.
- Change Order replacement for decorative fence has been damaged and will be replaced.

C. City Attorney's Report

- No report to present.



D. Council Remarks

- The Council members briefly gave an overview of meetings and events they have attended, Covid-19 updates, and projects they are currently working on.

E. Mayor's Report

- The Council members briefly gave an overview of meetings and events they have attended, Covid-19 updates, and projects they are currently working on.

5. PUBLIC COMMENTS

Amy Medford expressed her thoughts and appreciation to Council on a few items.

Brian Medford applauded staff for well done job on a project and made a few announcements.

A citizen voiced his concerns about businesses in Clarkston having to close early and the effect on the business.

Idil Hussein, Ashrakat Hassan, Suraiya Sharker, Ayesha Abid, Glory Kilanko, and Darlene Lynch presented comments pertaining to language translations for voting.

6. OLD BUSINESS

- A.** Approval of the cost estimate from the selected firm of POND & Co. for the SPLOST 09 Professional Engineering Services for the Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements Project.

Vice Mayor Eyasu made a motion to approve in accordance of the Brooks Act, the cost and fee was unable to negotiate and deny the POND & Co. agreement and move forward with the fee and scope of the second selected firm Volkert, Inc and submit cost and fee. Councilmember Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

7. CONSENT AGENDA

- A.** Approval of a resolution for SPLOST 08 Market Street Resurfacing and Sidewalks Project Change Order #2.
- B.** Approval to refer the Housing First Initiative to the Community Development and Civic Innovation Committee.
- C.** Approval of a resolution to adopt the approved Clarkston Comprehensive Plan Update.
- D.** Approval of a resolution to encourage Dekalb County Commissioners to provide additional translations for voting information and materials. *(This item is from New Business)*



Councilmember Bell made a motion to approve the Consent Agenda, which consist of four items: Approval of a resolution for SPLOST 08 Market Street Resurfacing and Sidewalks Project Change Order #2; Approval to refer the Housing First Initiative to the Community Development and Civic Innovation Committee; Approval of a resolution to adopt the approved Clarkston Comprehensive Plan Update; and Approval of a resolution to encourage Dekalb County Commissioners to provide additional translations for voting information and materials. Vice Mayor Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS

- A.** Approval of a resolution for SPLOST 04 B &C Pedestrian Enhancements Trailhead and Rowland Street Project Change Order #41.

Councilmember Hood made a motion to approve a resolution for SPLOST 04 B &C Pedestrian Enhancements Trailhead and Rowland Street Project Change Order #41. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

- B.** Approve of a resolution to encourage Dekalb County Commissioners to provide additional translations for voting information and materials.

This item was moved to Consent Agenda for approval.

- C.** Approve to use \$100,000 of ARPA Funds to provide supplemental financial aid with provisions to residents tested positive for COVID-19 by a Medical Test Provider.

Councilmember Carroll made a motion to approve a resolution to provide supplemental financial aid with provisions to residents who test positive for COVID-19 use employer does not cover loss of wages for isolation/quarantine. Vice Mayor Eyasu duly seconded the motion.

The Council discussed the motion with the attorney.

Councilmember Carroll rescinded his motion.

Councilmember Carroll made a motion to approve a resolution to provide supplemental financial aid to residents who test positive for COVID-19 by a Medical Test Provider if an employer does not cover loss of wages for five days of isolation, with proof of verifiable loss of income due to quarantine for the employee or one of the employee's dependents. Vice Mayor Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

9. EXECUTIVE SESSION

A personnel matter was discussed.



10. ADJOURNMENT

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

The meeting adjourned at 9:17 p.m.

ATTEST:

Beverly H. Burks
Mayor

Tomika R. Lewis
City Clerk

MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA HELD
BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, APRIL 5, 2022

On the 5th day of April 2022, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following member of the Council Members were present: Vice Mayor Awet Eyasu; Councilmembers Jamie Carroll; Debra Johnson; Laura Hopkins; Yterenickia Bell, and Susan Hood. Absent: None. The following City staff were present: Shawanna Qawiy (City Manager); Dan Defnall (Finance Director); Tomika R. Lewis (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

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

2. ROLL CALL/ PLEDGE OF ALLEGIANCE

All members of Council were present.

Vice Mayor Eyasu made a motion to accept the agenda and defer Item 8B until the next Work Session. Council member Hopkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

Approved the 02/01/2022 City Council Meeting Minutes and 03/29/2022 Work Session Minutes.

Councilmember Hood made a motion to approve the 02/01/2022 City Council Meeting Minutes and 03/29/2022 Work Session Minutes. Vice Mayor Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. REPORTS

A. Planning/Economic and Development Report

- The Planning and Zoning Board will have a meeting on April 19, 2022, to discuss a Conditional Use Permit request.
- The City of Clarkston was accepted into the Georgia Economic Placement Collaborative, a two-year placement.
- The City of Clarkston was awarded by the Georgia State University a \$1,500 Grant to promote Vaccine Awareness.

B. City Manager's Report

- Commended Mayor and Council for attending the March 26 Covid-19 Test Kit Distribution.
- Temporary Funding Assistance is available for the City of Clarkston residence.
- Substation work of Georgia Power is ongoing at 1055 Rowland St.

- The new City website is up and running.
- Expressed the City Offices are open and available to assist the public.

C. City Attorney's Report

- Georgia law and regulations were investigated regarding self-dispense gas pumps /self-service stations while no employees are on duty. The findings were that business are not allowed this service. The rule is the attendant must have a line of site to the pump at all times that customers dispense their own fuel.

D. Council Remarks

- The Council members briefly gave an overview of meetings and events they have attended, Covid-19 updates, and projects they are currently working on.

E. Mayor's Report

- The Mayor briefly gave an overview of meetings and events she attended and other news of the City.

5. PUBLIC COMMENTS

Brian Medford made comments about last week's Joint Committee Meeting.

6. OLD BUSINESS

- A. Approval of the cost estimate from the selected firm VOLKERT, Inc. for the SPLOST 09 Professional Engineering Services for the Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements Project.

Councilmember Carroll made a motion to approve the cost estimate from the selected firm VOLKERT, Inc. for the SPLOST 09 Professional Engineering Services for the Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements Project. Councilmember Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

7. CONSENT AGENDA

- A. Approval of a resolution awarding Sears Pool Management Consulting, Inc. the Pool Management Contract at Milam Park.
- B. Approval of a resolution to participate in the State of Georgia and Local Governments Memorandum of Understanding Concerning National Distribution of Johnson and Johnson Opioid Settlement.
- C. Approval of a resolution authorizing a "living urn" tree planting at Friendship Forest.
- D. Approval to refer Change Order #38 for the SPLOST 04 B&C Pedestrian Enhancements Trailhead and Rowland Street Mell Avenue Traffic Calming Project for chicane removal and speed table installation to the Public Safety and Legal and Transportation and Infrastructure Committees.
- E. Approval of Change Order #3 for SPLOST 08 Market Street Resurfacing and Sidewalk expansion project.

Councilmember Carroll made a motion to approve the Consent Agenda. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS

- A. Approval of an Alcohol License for goPuff D/B/A GB License, LLC located at 808 Park North Boulevard, Clarkston, GA 30021.

Councilmember Hood made a motion to approve an Alcohol License for goPuff D/B/A GB License, LLC located at 808 Park North Boulevard. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0-1). Vice Mayor Eyasu abstained.

- B. Approval of Change Order #42 for SPLOST 04 B&C Rowland Street Road Diet Project/ Local maintenance Improvement Grant paving project.

Interim City Manager, Shawanna Qawi stated this item will be deferred to the April 26, 2022 City Council Work Session.

- C. Approval of Change Order #44 for SPLOST 04 B&C Rowland Street Road Diet Project/ Paving of Hill Street.

Councilmember Carroll made a motion to approve the milling and resurfacing of Hill Street and not the striping. Councilmember Johnson duly seconded the motion.

The Council discussed this motion. Councilmember Bell inquired if letters would be mailed to the surrounding residents for their input on this project.

Councilmember Carroll amended the motion with a motion to approve the milling and resurfacing of Hill Street in the amount of \$43,970 without including any funds for striping, neither for parking lots for stripping own the middle of Hill Street. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

Mayor Burks called for the vote for the first motion to approve the milling and resurfacing of Hill Street and not the striping and declared the motion approved (6-0).

9. ADJOURNMENT

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

The meeting adjourned at 7:57 p.m.

ATTEST:

Beverly H. Burks
Mayor

Tomika R. Lewis
City Clerk

April 5, 2022
City Council Meeting Minutes



3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
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Mayor Beverly H. Burks

Councilmembers:

Jamie Carroll

Laura Hopkins

Awet Eyasu

Yterenickia Bell

Debra Johnson

Susan Hood

Shawanna Qawiy, Interim City Manager

CITY COUNCIL WORK SESSION MINUTES

**Tuesday, April 26, 2022, 7:00PM
ZOOM**

1. CALL TO ORDER – 7:00 P.M.

2. ROLL CALL

All members of the City Council was present.

3. WORK SESSION – RESIDENT COMMENT POLICY

Vice Mayor Eyasu read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Dekalb County Reginal Land Bank

Allen Mitchell, Director of Community Development Department with the Dekalb Reginal Land Bank Authority presented a brief overview of land bank.

Amy Medford presented comments in favor of this item.

B. Homelessness in Dekalb County

Allen Mitchell, Director of Community Development Department with the Dekalb Reginal Land Bank Authority presented a brief overview on homelessness in the County.

C. Discuss amending Resolution No.2022-001, Necessitating City Council Meetings by Zoom teleconference.

The Mayor and Council discussed the option of in-person and virtual meetings.

Amy Medford presented comments pertaining to in-person City Council meetings.

Attorney Stephen Quinn provided options to the City Council for meeting in-person, virtually and hybrid for Council meetings.

D. Presentation of River Alive Clean Up Event at Friendship Forest.

Kash Hatami with Collaborative Infrastructure Services, Inc. presented an overview of their volunteer project that was held.



5. OLD BUSINESS

A. Discussion of Change Order #42 SPLOST 04 B & C Rowland Street Road Diet Project.

Interim City Manager, Shawanna Qawiy stated the SOL Construction Company submitted change order #42 to perform repairs, mill and resurface Vaughan Street and Clarkston Industrial Boulevard. The paving of Vaughan Street and Clarkston Industrial Blvd. will include driveways. The estimated cost of the change order submitted by SOL Construction Company is \$143,916.00.

Staff recommends performing this work under the approved list of projects for the Local Maintenance and Improvement Grant (LMIG) program.

The Council briefly discussed this item. This item will be placed on the next City Council Meeting Agenda.

B. Discussion of Local Maintenance and Improvement Grant Program paving projects.

Interim City Manager, Shawanna Qawiy stated from 2019 to 2021 the City requested that the Georgia Department of Transportation (GDOT) LMIG funding for three (3) years (2018-2021) is saved until which time it will be allocated to perform the projects submitted. Ms. Qawiy gave a brief overview of the projects submitted and the associated costs.

The Council briefly discussed this item. This item will be placed on the next City Council Meeting Agenda.

Staff recommended approval of the LMIG grant resurfacing projects with the 30% matching funds to be allocated from the SPLOST expenditures identified above.

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

C. Discussion of the allocation of \$100,000 for a city resident Home Repair/Weatherization Program.

Councilmember Johnson gave a brief overview of her request to allocate ARPA funding in the amount of \$100,000, not to exceed \$5,000 per residence to support homeowners with home repairs and/or weatherization projects.

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



Brian Medford presented comments on this item.

Amy Medford presented comments on this item.

The Council briefly discussed this item. This item will be placed on the next City Council Meeting Agenda.

D. Discussion of Memorandum of Understanding by the Veterans and Community Outreach Foundation (VCOF) for ARPA funding for veteran assistance programs.

Interim City Manager, Shawanna Qawiy presented a brief overview of a Memorandum of Understanding by the Veterans and Community Outreach Foundation (VCOF) for ARPA funding for veteran assistance programs. Ms. Qawiy stated the request was to allocate ARPA funding in the amount of \$55,023 to provide programming, food, and outreach assistance to veterans in the Clarkston Community. The VCOF request was to assist veterans, their families, and underserved populations with assistance to healthcare services, housing, food outreach initiatives and transitional programs, workshops, and classes.

Amy Medford presented comments on this item.

The Council briefly discussed this item. This item will be placed on the next City Council Meeting Agenda.

E. Discussion of SPLOST 04 B & C Rowland Street Road Diet project-Rowland Street (Norman Road to Market Street).

Ms. Qawiy presented an overview of the SPLOST 04 B& C Rowland Street Road Diet project -Rowland Street (Norman Road to Market Street) and discussed the alternatives to the approved-one way entrance/exit of Rowland Street between Norman Road and Market Street. The City Council approved Option #4 of this Change Order for the Rowland Street Project.

Simon Yohanes presented comments on this item.

Brian Medford presented comments on this item.

The Council briefly discussed this item. This item will be placed on the next City Council Meeting Agenda.

F. Discussion Change Order #38 for SPLOST 04 B&C Pedestrian Enhancement Trailhead and Rowland St. / Roger St. Chicane Removal and Speed Table Installation.

Ms. Qawiy stated this item was referred to the Transportation & Environment Committee and Public Safety & Legal Standing Advisory Committees for review with the residents.



The Community meetings were held with staff and members of Council in November 2021 and April 25, 2022 that allowed residents to express their concerns related to the installation of chicanes on Rogers Street. Six (6) chicanes have been approved for installation. Four (4) chicanes have been installed. Two (2) chicanes are pending installation. According to residents, chicanes are damaging cars. Cars are not currently stopping at the Hill Street and Rogers Street stop sign. Residents are concerned with depreciating property values due to chicane installation. Residents are concerned about emergency vehicles having access to Rogers Street. Residents are concerned that the location of the chicanes are too close to residence driveways.

Brian Medford presented comments on this item.

Amy Medford presented comments on this item.

The Council briefly discussed this item. This item will be placed on the next City Council Meeting Agenda.

6. NEW BUSINESS

- A.** Discussion of a Conditional Use Permit Request from Robert Allen Chambers D/B/A All Nations Society of Atlanta for the property located at 4320 East Ponce De Leon Ave, Clarkston, GA 30021, zoned RC Residential Commercial for mission society / place of assembly (*Public Hearing at City Council Meeting - May 3, 2022*).

Ms. Qawiy stated the Conditional Use Permit for the property located at 4320 E. Ponce de Leon Avenue was from the All-Nations Society of Atlanta for the property to be used for a mission society. Ms. Qawiy briefly updated the Council stating a Conditional Use Permit application request shall be heard at public hearings to be determined 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.

Amy Medford presented comments on this item.

The Council briefly discussed this item. This item will be placed on the next City Council Meeting Agenda.



- B.** Discussion of an ARPA funding request from the Amani Women Center for \$42,000 to provide COVID-19 emergency assistance navigation services.

Ms. Qawi stated an ARPA funding request was received from the Amani Women Center for \$42,000 to provide COVID-19 emergency assistance navigation services. The Amani Women Center has a team of Community Ambassadors that help Clarkston families with COVID-19 emergency needs in the community. This team will assist with rental and utility assistance including outreach events in collaboration with community partners. These events assist families with hygiene products, PPE's, baby products and food drives.

Brian Medford presented comments on this item.

Amy Medford presented comments on this item.

The Council briefly discussed this item. This item will be placed on Consent Agenda on the next City Council Meeting Agenda.

- C.** Discussion of ARPA funding allocations.

Ms. Qawi gave a brief update on the ARPA Funds stating to date the City of Clarkston has allocated \$2,220,354.52 in ARPA funds to business assistance, rental assistance, mortgage assistance, utility assistance, quarantine income loss, COVID-19 At Home Tests kits (with supplemental cost coverages), food assistance, payroll (hazard pay-allocation for 2022), health initiatives, communication/marketing, PPE, computer equipment, technology (including a new Open Records Requests System) calisthenic and park equipment with upgrades and a payment on a police vehicle. Assessing the needs of city administration for staffing and program initiatives, the following are requests for ARPA funding a Receptionist, Finance Assistant, and a Grants Administrator. The following are approved/pending Memorandum of Understandings: Georgia State University-Community Assessment Translation Services \$30,000; Fresh Harvest \$40,000; Good Samaritan Lutheran Ministries \$17,925; CDF Story Walk \$28,405.52; and Burmese Rohingya Community \$25,000.

Brian Medford presented comments on this item.

Amy Medford presented comments on this item.

The Council briefly discussed this item. This item will be placed on the next City Council Meeting Agenda.

7. ADJOURNMENT

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



The meeting adjourned at 12:56 a.m.

ATTEST:

Beverly H. Burks
Mayor

Tomika R. Mitchell
City Clerk

CITY OF CLARKSTON

ITEM NO: 6A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

SUBJECT: To approve amending Resolution No. 2022-001 Necessitating City Council Meetings by Zoom teleconference.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Vice Mayor Awet Eyasu
Councilperson
PHONE NUMBER: 404-296-6489

PURPOSE: To approve amending the resolution by the Clarkston City Council to declare that emergency conditions concerning COVID-19 exist within the city that necessitate meeting by Zoom teleconference.

NEED/ IMPACT: Amending the resolution will warrant a discussion related to assembling in person/ indoors at City Hall for City Council meetings.

STAFF RECOMMENDATIONS:
N/A

RESOLUTION NO. 2022-001

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO DECLARE THAT
EMERGENCY CONDITIONS CONCERNING COVID-19 EXIST WITHIN THE
CITY THAT NECCESITATING MEETING BY ZOOM TELECONFERENCE.**

WHEREAS, there is an ongoing spike in Covid-19 cases within the Clarkston community attributed to the omicron variant of the virus; and

WHEREAS, the City Council desires to minimize tranmission of Covid-19 among community members as well as to protect City staff and elected officials from the virus; and

WHERAS, assembling in-person indoors at City Hall for Council meetings presents a situation that places all attendees at risk of contracting Covid-19; and

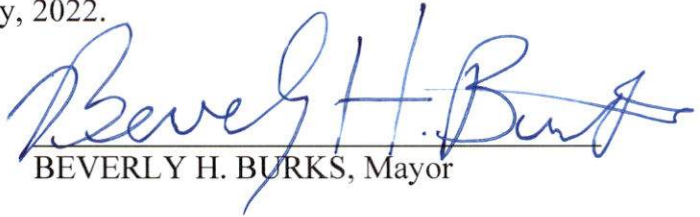
WHEREAS, the Clarkston City Council is authorized by O.C.G.A. Section 50-14-1(g)(1) to meet via Zoom videoconference when emergency conditions exist that make it unsafe to meet in person.

NOW THEREFORE, BE IT RESOLVED by the Clarkston City Council that the City Council hereby finds that, in light of the increased prevalence of Covid-19 in the Clarkston community, emergency conditions exist that necessitate holding work sessions and regular meetings of the City Council by teleconference.

BE IT FURTHER RESOLVED that the public shall have full simultaneous access to Council meetings via the Zoom videoconference platform (which also supports participation by telephone).

BE IT FURTHER RESOLVED that this resolution shall remain in effect until repealed or modified by further resolution of the City Council.

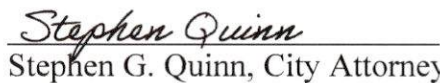
SO RESOLVED this 4th day of January, 2022.


BEVERLY H. BURKS, Mayor

ATTEST:


Tomika R. Lewis, City Clerk

Approved as to Form:


Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6B

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

SUBJECT: To approve Change Order #42 for SPLOST 04 B&C Rowland Street Road Diet Project.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve approving Change Order \$42 for SPLOST 04 B & C Pedestrian Enhancements Trailhead and Rowland Street Road Diet Project.

NEED/ IMPACT: The SOL Construction Company submitted change order #42 to perform repairs, mill and resurface Vaughan Street and Clarkston Industrial Boulevard. The paving of Vaughan Street and Clarkston Industrial Blvd. will include driveways.

1. Clarkston Industrial Blvd (Montreal Road to Dead End)
2. Vaughan Street (Montreal Road – Dead End)

The estimated cost of the change order submitted by SOL Construction Company is \$143, 916. 00.

STAFF RECOMMENDATIONS:

Staff recommends performing this work under the approved list of projects for the Local Maintenance and Improvement Grant (LMIG) program.

From: Sol Construction LLC
4120 Presidential Parkway, Suite 115
Atlanta, GA 30340

Proposal for Change No.

42

To Owner	City of Clarkston	Via	Owner Lawrence Kaiser
Project	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Rowland Street		
Date:	3/21/2022		
Drawings	Rogers St, Rowland St, and Methodist Church Parking Lot.	Specifications	
Short Description	ROWLAND STREET CHANGE ORDER LMIG 2021 (Paving Vaughan Street, Clarkston Industrial Blvd)		

Description of change:

Paving Vaughan Street, Clarkston Industrial Blvd. Includes driveway and repairs

Amount of change	\$143,916.00
Additional days	10

XXX	We request your approval prior to proceeding with the work.
	We are proceeding with the change listed above based on previous approval.
	Other

Submitted by:

Approved by Engineer/Owner/Contractor

Jose Villegas, Sol Construction

Name:

Date:

Project:	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Rowland
Change Order request no:	42
Date:	3/21/2022
Description:	ROWLAND STREET CHANGE ORDER LMIG 2021 (Paving Vaughan Street, Clarkston Industrial Blvd)

Recap

Item	Description	Unit	Quantity	Unit Price	Extension	Days
ITEM	DESCRIPTION OF WORK	UNIT	ESTIMATED	UNIT PRICE	TOTAL	
150-1000	TRAFFIC CONTROL (REPAVING)	LS	1.00	\$6,325.00	\$6,325	10
151-1000	MOBILIZATION/ GRADING COMPLETE (REPAVING)	LS	1.00	\$13,600.00	\$13,600	
210-0250	UNDERCUT EXCAVATION WITH (8-12 INCHES OF COMPACTED GAB)	CY	14.00	\$300.00	\$4,200	
402-3103	RECYCLED ASPH CONC 9.5 MM TYPE 2, INCL BITUM MATL & H LIME 135 LB/SY (VAUGHAN STREET)	TN	70.00	\$230.00	\$16,100	
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME 220 LB/SY (CLARKSTON IND BLVD)	TN	280.00	\$217.00	\$60,760	
432-0205	MILL ASPH CONC PVMT, VARIABLE DEPTH (1.5 - 2 INCHES)	SY	3,300.00	\$9.00	\$29,700	
441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	140.00	\$72.50	\$10,150	
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 INCH, YELLOW	LF	1,600.00	\$1.50	\$2,400	
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 INCH, WHITE	LF	30.00	\$7.50	\$225	
653-1804	THERMOPLASTIC SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	LF	57.00	\$8.00	\$456	
		-	-			
				Total	\$143,916.00	10

LMIG FY 18/19/20

Contract Name: SPLOST 04B&C - Rowland Street Road Diet Project

LMIG Project Name	Contract Amount	LMIG Acceptable Contract Pay Items	LMIG Allocation (A)	LMIG + 30% is the Min. City Match (B)	SPLOST Funds Difference (B-A)
SPLOST 04B&C - Rowland St Road Diet <u>Note:</u> Rogers Street/Rowland Street/Hill Street)	\$2,135,587 <u>Note:</u> final contract \$ amount TBD when all remaining pay applications have been approved	• Curb & Gutter • Drainage & Water Quality • Milling & Paving • Signage/stripping • Sidewalks • Crosswalks	\$276,493.73	\$359,441.85 (match met)	\$82,948.12

NOTE: As with all prior LMIG allocations since 2012, contractor will submit a pay application that clearly identifies source of funding as LMIG

LMIG 2021

Contract Name: SPLOST 08 – Market St and Carroll Park Drive Resurfacing & Pedestrian Improvements

Contract Name: Vaughan Street & Clarkston Industrial Blvd. Resurfacing

LMIG Application Project Name	Contract Amount (C)	LMIG Acceptable Contract Pay Items	LMIG Allocation (A)	LMIG + 30% is the Min. City Match (B)	SPLOST Funds Difference (C-A)
Vaughan Street and Clarkston Industrial Blvd. Resurfacing <u>NOTE: (met min. LMIG city match w/o the addition of Carroll Park Drive)</u>	\$143,916	• Milling & Paving • Striping • Roadway patching • Concrete driveway apron	\$86,223.77	\$112,090.90 (match met)	\$57,692,23

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

SUBJECT: To approve the Local Maintenance Improvement Grant (LMIG) projects.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the LMIG projects.

NEED/ IMPACT: From 2019 to 2021 the city requested that the Georgia Department of Transportation (GDOT) LMIG funding for three (3) years (2018-2021) is saved until which time it will be allocated to perform the projects submitted.

2018 LMIG Formula Amount: \$84,118.28

In 2018 the city requested that the 2018 LMIG allocation be shifted to FY 2019.

The FY 18 FY 19 LMIG funding will be utilized to install pedestrian enhancements such as crosswalks and sidewalks, new curb, resurfacing, speed control devices, driveway pruning and striping.

2019 LMIG Formula Amount \$88,634.92 (\$84,118.28- 2018 roll over amount)

In 2019 the city requested that the 2018 and 2019 allocations be shifted to FY 2020 and combined with the 2020 LMIG allocation. To be applied towards the Rowland Street Green Street-Road Diet Project.

2020 LMIG Formula Amount: \$103,740.53 (\$84,118.28 + \$88,634.92-2018/2019 roll over amounts)

The city rolled over of the 2018-2019, 2019-2020, 2020-2021 LMIG funding for the Rowland Street Road Diet Project. The estimated cost of the FY 2018/2019/2020 LMIG projects is \$394,994.05 The total LMIG collected for the three (3) years is \$276,493.73. GDOT require a 30% match from the local government. The 30% match will be covered by SPLOST expenditures.

The FY 2021 LMIG allocation is \$103,740.53. GDOT requires a 30% match. The minimum project cost must be \$134,862.69. The 30% match and all costs exceeding this match will be covered by SPLOST expenditures. The FY 2021 LMIG is applied to the following roads:

1. Clarkston Industrial Blvd (Montreal Road to Dead End)
2. Vaughan Street (Montreal Road – Dead End)
3. Carroll Park Drive (Market Street-Cul-de-Sac)
4. Rogers Street (Market Street-North Indian Creek)

2022 LMIG Formula Amount: \$91,600.45

The FY 2022 LMIG is applied to the following projects.

Sidewalk project; Church Street (205 ft east of Mell Avenue Center line) and Lovejoy Street (Church St.-Rowland Street) The 30% match requires a minimum project cost of \$118,300. The estimated project cost is \$134,000. This project will be advertised to-bid late summer 2022. Source of match funding to be determined.

STAFF RECOMMENDATIONS:

Staff recommends approving of the LMIG grant resurfacing projects with the 30% matching funds to be allocated from the SPLOST expenditures identified above.

2019 **LMIG PROJECT REPORT**

COUNTY / CITY Clarkston

[illegible]

FY 2021 LMIG PROJECT REPORT

COUNTY / CITY **City of Clarkston**

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
Clarkston Industrial Blvd	Montreal Road	Dead End	.16	Mill 2" and inlay 2" 12.5 mm; double yellow centerline striping	\$42,000	September 2021
Vaughan Street	Montreal Road	Dead End	..10	Mill 1.5" and inlay 1.5" 9.5mm; including deep patching with 12.5mm	\$25,000	September 2021
Carroll Park Drive	Market Street	Cul-de-sac	.10	Mill to subgrade - 2", resurface with 2" 12.5 mm and overlay 1.25" 9.5 mm	\$46,000	September 2021
Rogers Street	Market St	North Indian Creek	.21	Mill 1.5" and inlay 9.5 mm Type II	\$51,500	September 2021
				TOTAL	\$164,500	Exceeds the 30% required LMIG match

FY 2022 LMIG PROJECT REPORT

FY 2022 LMIG PROJECT REPORT

COUNTY / CITY City of Clarkston

[illegible]

CITY OF CLARKSTON

ITEM NO: 6D

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

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

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

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

PURPOSE: To approve allocating ARPA funding in the amount of \$100,000 not to exceed \$5000 per residence to support homeowners with home repairs and/or weatherization projects.

NEED/ IMPACT:

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

RECOMMENDATION:

N/A

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO PROVIDE HOMEOWNER'S IN THE CITY OF CLARKSTON ASSISTANCE FOR HOME REPAIRS FOR WEATHERIZATION/ENERGY EFFICIENCY USING ARPA FUNDS.

Sponsored by DEBRA JOHNSON

WHEREAS, Millions of Americans have suffered economically because of the COVID19 pandemic. COVID 19 has hindered many Americans who are facing financial hardships such as unemployment and/or hospitalization from making necessary home repairs within the last two years.

WHEREAS, The City of Clarkston's Weatherization program would assist homeowners that are enduring financial or economic hardship.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council and Mayor of the City of Clarkston, that the city will assist residents affected by Covid-19 and/or 60 years and older, disabled, and/or caring for multiple school age children.

BE IT FURTHER RESOLVED BY THE City Council and Mayor of the City of Clarkston that One Hundred thousand dollars of ARPA funds be utilized to the purpose of Weatherization.

BE IT FURTHER RESOLVED BY THE City Council and Mayor of the City of Clarkston, that the City shall allow each applicant to receive up to the maximum sum of \$5000.00 per residence (address).

BE IT FURTHER RESOLVED BY THE City Council of the City of Clarkston that the following requirements be met to qualify for such Weatherization Program:

- * Proof of bonified residency within incorporated Clarkston boundaries.
- * Must be a homeowner for at least 3 years.
- * Home must be at least 10 years or older.
- *Proof of financial Hardship within the last 2 years and/or 60 years and older, disabled, and/or caring for multiple school age children.
- *Work must be permitted by a licensed contractor and the City of Clarkston.
(Permitted work orders only)

SO RESOLVED, this _____ day of _____, 20_____.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Mayor Beverly H. Burks

ATTEST:

Tomika R. Mitchell, City Clerk

CITY OF CLARKSTON

ITEM NO: 6E

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

SUBJECT: To approve a Memorandum of Understanding by the Veterans and Community Outreach Foundation (VCOF) for ARPA funding for veteran assistance programs.

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Debra Johnson, Councilperson
Beverly Burks, Mayor
PHONE NUMBER: 404-296-6489

PURPOSE: To approve allocating ARPA funding in the amended amount of \$66,270 to provide programming, food and outreach assistance to veterans in the Clarkston community.

NEED/ IMPACT:

The VCOF request is to assist veterans, their families, and underserved populations with assistance to healthcare services, housing, food outreach initiatives and transitional programs, workshops, and classes.

RECOMMENDATION:

N/A



ARPA FUNDING PROPOSAL REQUEST

OVERVIEW

According to the U.S. Census Data, there are two hundred and forty-one disabled veterans in the City of Clarkston. There are two hundred and four individuals that identify as males and thirty-seven individuals that identify as female veterans (US Census, 2022). Veterans are an underserved population with restricted access to health and mental health services that was impacted by the COVID-19 pandemic substantially. There is an increasing number of US veterans with disabilities after returning home with extensive injuries and functional limitations as a result of aging, undiagnosed mental health issues, and chronic diseases (US Department of VA, 2017).

ORGANIZATIONAL STATUS

The Veterans & Community Outreach Foundation is a 501(c)3 non-profit organization that works to encourage and engage veterans to build relationships and work collaboratively to improve their quality of life and cultivate a sense of community.

PROPOSED SCOPE OF WORK

The Veterans & Community Outreach Foundation is proposing to provide veterans of Clarkston with educational workshops, well-being services, and indicating ways to stay involved in the Clarkston community. The scope of work involved the initiatives listed below:

Healthy Veterans Clarkston Outreach & Wellbeing Initiative

- Sponsor and administer five food distribution events and five health fairs for Clarkston veterans.
- Disseminate education and benefit information for public services and COVID-19 safety, including PPE protective supplies.
- Co-facilitate PTSD support classes with the Department of Veteran Affairs Administration of Georgia and provide logistical and transportation services.
- Provide emergency assistance resources including, grocery and gas cards.
- Educate and coordinate housing assistance for homeless veterans
- Provide on-the-job training for individuals in need of employment working with Worksource DeKalb.
- Collect backpacks, underwear, socks, winter gear, and toiletries to distribute to homeless or sheltered veterans in the community with contact information for service hotlines to support temporary and long-term housing and medical treatment needs.
- In partnership with the Department of Veteran Affairs, we will host and organize veterans to therapeutic, health management, and social events.

DMZ Tower Garden Initiative

VCOF will partner with About Face-USA for the development of Project GROW (Gardening, Rehabilitation, Outreach and Wellness). Through this Horticulture Therapy of growing vegetables and plants for the benefit of the community, participants will develop and foster genuine relationships while gaining a viable skill that will help them with growing their own food. The specific components of the initiatives are listed below:

1. Gardening: Involve veterans and the community with Aeroponic Tower Gardening to develop purposeful activity and relationships.
2. Rehabilitation: If approved, allow local students to be involved in the growing process, overseen by a School Rep. and VCOF Rep. should use gardening time to practice mindfulness and behavioral therapy techniques. Share experiences to build relationships. Practice positive thinking and uplifting affirmations (no belittling or bullying allowed).
3. Outreach: Provide food to schools, churches, and other organizations and share information about the tower gardening. Use this time to learn about audience needs, share resources and how veterans can help.
4. Wellness: Whole-Health is the goal. Through tower gardening, education and activities for physical, mental, spiritual, nutritional, and financial strengthening are included throughout the gardening season. Strengthen relationships that are safe and community oriented.

The Veterans & Community Outreach Foundation wants to be an educational convener, trusted source in the community, and connector to resources for veterans in the City of Clarkston.

COMMUNITY PARTNERS AND SPONSORS (Previous and Current)

The Veterans & Community Outreach Foundation will work with their trusted community partners that consist of, the City of Clarkston, About Face-USA, Amerilife Atlanta LLC, 2unes, DeKalb County CEO's office, Representative Hank Johnson, and the DeKalb County Board of Health to render the services and program identified in the scope of work, if this proposal is approved.

ARPA FUNDING REQUEST

The Veterans & Community Outreach Foundation is requesting funding in the amount of \$66,270.00 for community engagement, wellbeing activities, educational workshops, and emergency assistance services for Clarkston veterans that have been substantially impacted by the pandemic and that are in need of general services. Services rendered and indicated in the scope of work will assist with enhancing the veteran's health and independent living for veterans by leveraging foster relationships and strength based community resources that are challenging to access by veterans in Clarkston.

BUDGET**5 Health Fairs and 5 Food Drives Benefiting Veterans & Immediate Families****5 Health Fairs \$19,625****5 Food Drives \$ 6,875****1st Step PTSD / EVP / Veteran Well Being Programs; 5 Sessions****\$ 5,405****Backpacks for Vets 1-2x Yr \$ 1,750****DMZ Community Tower Garden (12 Hydroponic Towers)****\$ 27,077****Indirect Costs Expenses \$ 5,538****TOTAL: \$66,270****Evaluation Report**

VCOF will provide an annual breakdown of services summarizing the scope and effectiveness of programs provided during the year, and outline how each program benefited the City of Clarkston. We will document the number of veterans served and provide feedback on how the funds were utilized in supporting the veteran populations in the City.

An MOU Budget Proposal submitted to the City of Clarkston, GA

Veteran's & Community Outreach Foundation, Inc. - A Legally-Registered & Compliant 501c3 Non-Profit

GA State Registration K302972 and Federal EIN 58-2013130

April 2022

1st Step PTSD / EVP / Veteran Well Being Programs Budget

Instructor/Facilitator Name	Title	Pay	Number	Per Session
			Veteran Participants	
WaRenda Williams	(RN) Director	\$	30	25 \$ 750
Jorah Jirah	(MHC) Counselor / Instructor	\$	25	25 \$ 625
Dr. Charmein Downer	(SW) Counselor / Instructor	\$	25	25 \$ 625
Deidre Harvey	(RN) Instructor	\$	25	25 \$ 625
Sharvae Taylor	Educator / Assistant Director	\$	25	25 \$ 625
Shakia Pennix	Instructor	\$	20	25 \$ 500
Regina Love	Instructor	\$	20	25 \$ 500
Rene' Jones	Instructor	\$	20	25 \$ 500
Ruth Williams	Instructor	\$	20	25 \$ 500
Taryn Williams	Assistant	\$	20	25 \$ 500
Velina Williams	Assistant	\$	15	25 \$ 375
			# of Sessions TBD	\$ 6,125

Memorandum of Understanding
Between the Veteran's & Community Outreach Foundation (VCOF) and
The City of Clarkston, Georgia
April 2022

MISSION

Our mission is to encourage and engage veterans and communities to build relationships and work together for the benefit of all. Specifically, this MOU will address initiatives for the local City of Clarkston veteran population who have been hard-hit by the Covid19 Pandemic. There are 50 veterans associated with the First Baptist Church in Clarkston, and approximately 200 veterans in the City of Clarkston.

HISTORY

Returning to his hometown of Gainesville, Georgia after serving as a Vietnam Veteran and 13 years in the Army as a Drill Sergeant, Reverend Victor Lamar Johnson joined forces with five other veterans who shared common goals, and he founded the Antioch Veterans Outreach Program, based out of the Antioch Baptist Church in 1985 under the leadership and guidance of the late Pastor C.C. Cloud in Gainesville, GA. This group of veterans understood all too well how social alienation, substance abuse, and traumatic experiences could negatively impact both individual lives and families.

Later rebranded as VCOF, we are a registered 501c3 non-profit Federal EIN 58-2013130, and a registered GA State corporation K302972. VCOF is overseen by an elected, volunteer Board of Directors and officers, Executive advisors, volunteers, and committee members. We are supported by Representative Hank Johnson and DeKalb County CEO Michael L. Thurmond. VCOF has received numerous commendations, proclamations, and letters of support over the years from our many civic and social activities/events in Gainesville, Hall County, and the city of Decatur. VCOF is now physically based in the City of Clarkston and as of 4.8.2022 received its City of Clarkston Business License.

During his years enlisted in the US Army, Mr. Johnson received invaluable training from early on in boot camp to war-time logistics, crowd control, securing environments, set-up and tear-down of military operations and their relocation, tactical instruction, following and leading chains of command, all rifle range qualifications, and how to protect fellow officers and soldiers. This training and discipline qualifies Mr. Johnson to serve the City of Clarkston in providing and coordinating logistics, safety and security services. These security services include securing and maintaining at large, the Clarkston City community at numerous events such as

- Food distribution drives, fairs, conferences, seminars, and Covid-related events
- Outdoor recreation, special events, parking and traffic control
- Oversees the performance of operational compliance of uniforms, protocols, and safety regulations.
- Develop, maintain, and implement emergency preparedness, enforcing city ordinances, codes and procedures during calendar events.

For the past 15 years, Mr. Johnson, along with several other prior military personnel have provided these same services as members of the SWAT Disaster Relief team. They have traveled nationally providing life-giving services to help local leaders and displaced populations clean up after natural disasters such as floods, hurricanes, and fires. Locations worked include NYC after the horrific terrorist attacks, Hurricane Katrina, flooding disasters in Tennessee, South Carolina, North Carolina, Georgia, and Florida. This team has years of experience in logistics, crowd management, and controlling chaotic situations, as well as fostering a sense of well-being and offering comfort supplies and reassurance. For those unfamiliar with Rev. Johnson, attached is a synopsis of his experiences and qualifications.

We have a working relationship with the Veterans Administration in Atlanta for the delivery of services to veterans and their immediate families. The Foundation outreaches to help and advocate for veterans from all military branches, First Responders, and homeless veterans within the City of Clarkston to support health initiatives and well-being for ALL veterans, as well coordinate for access to services and benefits.

SCOPE of Work

Veterans and their families are an underserved population, receiving fewer healthcare services and access to health services. This population has been hard-hit by the Covid pandemic, increasing homelessness and food insecurity.

This Memorandum of Understanding identifies the commitment of VCOF to partner and collaborate with The City of Clarkston to identify and assist these veterans and families.

PROPOSED PROGRAMS

Healthy Veterans Clarkston Outreach Initiative

- Sponsor and administer several Food Distribution events for Clarkston veteran residents
- Distribute informational flyers to recruit veterans to attend one of several community-based Health Fairs (proof required to access services, such as DDII14 status/VA cards, etc.)
- Assist in coordination and disseminating education and benefits such as applying for public benefits and services
- Provide feedback surveys and progress reports to assist in program and process improvement, to gauge participation and success
- Sponsor and Facilitate PTSD support classes, such as providing transportation to veterans' hospitals for vaccinations treatments, doctor appointments
- Work with The C of C in any other ways to assure success of this partnership or for other needs and services deemed appropriate
- Provide PPE protective supplies
- Distribute grocery cards, gasoline cards, at community events
- Coordinate housing assistance for displaced veterans when possible
- Provide on-the-job training for public fairs and jobs; emergency programs or services for homeless individuals.

DMZ Tower Garden

Partnering with About Face-USA®, a peer-led community organization which exists to empower and encourage veterans, first-responders and their families to find help. They provide support services, activities and resources geared toward understanding mental health to change the direction of their future for the better

VCOF will assist the development of Project GROW (Gardening, Rehabilitation, Outreach and Wellness). Through this Horticulture Therapy of growing vegetables and plants for the benefit of the community, participants will develop relationships and take responsibility for learning about and growing food items. Veterans, community leaders, and residents of Clarkston are invited to participate.

1. Gardening: Involve veterans and the community with Aeroponic Tower Gardening to develop purposeful activity and relationships.
2. Rehabilitation: If approved, allow local students to be involved in the growing process, overseen by a School Rep. and VCOF Rep. should use gardening time to practice mindfulness and behavioral therapy techniques. Share experiences to build relationships. Practice positive thinking and uplifting affirmations (no belittling or bullying allowed).
3. Outreach: Provide food to schools, churches, and other organizations and share information about the tower gardening. Use this time to learn about audience needs, share resources and how veterans can help.
4. Wellness: Whole-Health is the goal. Through tower gardening, education and activities for physical, mental, spiritual, nutritional, and financial strengthening are included throughout the gardening season. Strengthen relationships that are safe and community oriented. (More detail provided upon request and Full Program Budget Attached).

In addition to the equipment and supplies costs, there will be Stipends for one School Rep and one VCOF Rep. and one AboutFace-USA Rep/Trainer.

Backpacks for Vets

Throughout the year, but especially in the fall, AboutFace-USA® with the assistance of VCOF, collects backpacks, underwear, socks, winter gear, and toiletries. We fill the backpacks with the other collected items and distribute them to homeless or sheltered veterans. Educational flyers will be included for behavioral, mental health, and other behavioral services.

First Step

PTSD/EVP/Transitional Program

Clarkston Outreach

This program is in partnership with WaRenda Williams, a Staff RN at the Atlanta VA Medical Center, and veteran. She is an ordained Pastor, Motivational Speaker and Life Coach. VCOF will coordinate and help facilitate the following services for area veterans:

Classes and/or workshops, informational meetings, etc. in the areas of:

- PTSD / EVP / Tai Chi / Mindfulness / Music Therapy / VA Benefits / Pain Management and/or PM&R / Transitional Programming.
- Partner with Clarkston Community Center
- Evaluate PTSD/EVP candidates by obtaining necessary personal information about meds; criminal records; family histories, etc.
- Assess and coordinate mental health treatment at the Front Door clinic; assess outpatient vs. 7-day inpatient; help with transportation to needed facilities.
- Check resources for food, caregiving, care package, financial need, &
- Housing assistance
- Provide and monitor follow-up to assess client's progress
- Maintain close coordination between Facilitator and VCOF via Zoom and in-class meetings.

VCOF TRACK RECORD/FINANCIALS/PRIOR FUNDING SOURCES

Since 2008, Small tax-exempt organizations whose gross receipts are \$50,000 or less are not required to file IRS Form 990. Since that time we file only the abbreviated e-Postcard, Form 990-N, with the IRS annually.

PREVIOUS EXPERIENCE WITH PUBLIC FUNDS / PRIOR GRANTS

Hall County Govt, GA (Non-discretionary funding of \$30K recipient, several years)

City of Gainesville Government, GA

IT/Tech Grant from City of Gainesville under Mayor Myrtle Figueras

The Bobbie C. Munroe Foundation

The North GA Hospital Foundation

Coca-Cola Foundation

Atlanta Community Foundation in Gainesville, GA

Children's Juvenile Justice System, Gainesville, GA

United Way of Hall County, GA

First Baptist Church Green Street, Gainesville, GA

Non-discretionary Grant from Zell Miller recipient, 2 years

Mansfield Oil Company, John Mansfield, Gainesville, GA

While based in a brick and mortar building in Gainesville, VCOF successfully administered an After-School program for at-risk youth. They worked closely with the Juvenile Justice system and received much support from the Judges and Courts. Hall County and the City of Gainesville provided funding for several years to support this community need. As the economy turned downward, funding dried up and VCOF was forced to close its building and rely on private and church donations. VCOF has always remained a civic-minded organization to give back and promote beneficial relationships between underserved populations and city governments.

PARTNERS AND SPONSORS/VOLUNTEER SERVICES

City of Clarkston Food Distribution Events, i.e.
Clarkston First Baptist Church, Pastor Karl D. Moore
AboutFace-USA, Ms. Carol LaBranche
DeKalb County Health Dept.
Georgia Veterans Services
Amerilife Atlanta LLC
2unes
Count It All Joy Ministry
SmokeFreeRightsForAll
DeKalb County CEO Michael Thurman
Representative Hank Johnson
Pastor Williams Weapons Ministries
Participant on the Georgia Placemaking Collaborative as point Community stakeholder.

FUNDING / DISBURSEMENTS

Funding Distribution will comply with all eligible uses as outlined by the Corona Virus State local Fiscal Recovery Funds Final Rule. Quarterly compliance reports will be submitted to the city.

A Financial Treasury Committee will be established to oversee and administrate funding received. This committee will be the CEO Victor Lamar Johnson; Compliance Officer Cheri Stone, Executive Secretary Sandra Owens, Asst Treasurer Monique Perry.

DISCLAIMER

In the event that any third party asserts any claim against either The City of Clarkston or VCOF, each agree to indemnify and hold harmless the other party to this MOU from any and all claims, actions or lawsuits asserted against the other party as a result of any alleged act or omission.

Respectfully submitted by
Victor Lamar Johnson, Founder and Chief Executive Officer

**VICTOR LAMAR JOHNSON
CLARKSTON, GA**

Victor is a native of Gainesville, GA and proud father and grandfather who is actively involved in creating a vibrant future for future generations.

Accomplishments:

- Ordained Elder - New Beginnings Full Gospel Church, Decatur
- CEO, Veterans & Community Outreach Foundation - a nonprofit serving veterans and veteran families, disadvantaged youth, and current/ex-offenders.
- C.C. Cloud Legacy NBFG Clarkston Outreach under VCOF Executive Director FOUNDER CEO
- Clarkston Outreach Volunteers for 2 years
- Safety & Security, Clarkston GA
- Food Distribution Clarkston for 2 years
- Tahoe Village, E Ponce de Leon Ave Covid 19 care package
- Clarkston Community Center Veteran Backpack program
- Veteran's Day Ceremony and Veteran Food Distribution November 11th
- Veterans Benefits and Mentoring Pat Prince Scholarship
- U.S Army Reserve Unit Drill Sergeant and Vietnam Veteran - disabled Veteran
- Retired Georgia Department of Transportation and City Plumbing and Electric Company
- Jail Outreach Ministry
- Judicial Advocacy Program
- Children and Young Adult Mentor - coaching basketball with Unity Basketball League; substitute teacher Gainesville City School system
- C.C. Cloud Youth Programs -supporting youth educational aspirations
- FEMA coordinator
- National Baptist Convention Southern and Georgia Missionary Baptist Convention 9th District - Evangelism Coordinator - Missionary locally and abroad
- Southern Baptist District Relief Ministry Chaplain
- Atlanta nonprofit boards and volunteers - VA Atlanta Hospital, NAACP, Interdenominational Black Ministers Association, and Grassroots Community Revitalization Group
- Past President Concerned Citizens Gainesville/Hall County

Reverend Victor Lamar Johnson depends on God to lead him into all good works and give him the strength to serve people in need of hope.

An MOU Budget Proposal submitted to the City of Clarkston, GA

Veteran's & Community Outreach Foundation, Inc. - A Legally-Registered & Compliant 501c3 Non-Profit

GA State Registration K302972 and Federal EIN 58-2013130

April 2022



5 Health Fairs and 5 Food Drives Benefitting Veterans & Immediate Families (and potentially Senior Citizens)

Health Fairs: Based on 50 Participants at each event

Food Drives: Based on 200+ participants

	<u>Per Health Fair</u>		<u>Per Food Drive</u>	
		<u>Totals</u>		<u>Totals</u>
Transportation/Gas/Auto (Pick-up supplies; workers; veterans)	\$ 150	\$ 750	\$ 150	\$ 750
Certified Healthcare Contract Workers (3 x \$150/event)*	\$ 450	\$ 2,250		
Contract/Specialty Workers/Guest Speakers (3@\$100)	\$ 300	\$ 1,500		
Honorariums (6-7 each per event @ \$50/pp per event)	\$ 350	\$ 1,750	\$ 350	\$ 1,750
Administrative Salaries (\$15/hr for 20 hrs each event)	\$ 300	\$ 1,500	\$ 300	\$ 1,500
Pre-paid Vouchers/Gift Cards (Groceries, gas, drug stores (50x\$25)	\$ 1,250	\$ 6,250	\$ 1,250	\$ 6,250
Facilities Usage/Rental for Events & Specialty Programs**	\$ 150	\$ 750		
Exhibits & Supplies (Printing costs, copy paper)	\$ 75	\$ 375	\$ 75	\$ 375
Signage/Flyers/Posters (date & event specific)	\$ 150	\$ 750	\$ 200	\$ 1,000
Healthy Food & Beverages for participants (50x\$5)	\$ 250	\$ 1,250		
Pre-paid Cell Phones for Logistics (4 Coordinators @\$35/each)	\$ 140			
Cell Phone Minutes Refills (4x\$25)	\$ 100	\$ 500	\$ 100	\$ 500
Refreshments/Lunch for workers & volunteers (10 @ \$10)	\$ 100	\$ 500	\$ 100	\$ 500
Subtotal	\$ 3,765	\$ 18,125	\$ 2,525	\$ 12,625

1-Time Expenses Across Events

Identifiable T-Shirts/Aprons for Volunteers/Assistants (1x Expense; 50@\$15 ea)	\$ 750
Liability Insurance -1X Annual Expense	\$ 1,000
Zoom/Computer Powerpoint presentations/AV usage	\$ 250

TOTALS:	\$ 20,125	\$ 12,625
		\$ 32,750

*ie for Vaccinations/health,vision,dental etc screenings

**ie PTSD, Drug/Alcohol Assistance, Probation meetings utilizing Peer Specialists

An MOU Budget Proposal submitted to the City of Clarkston, GA

Veteran's & Community Outreach Foundation, Inc. - A Legally-Registered & Compliant 501c3 Non-Profit

GA State Registration K302972 and Federal EIN 58-2013130

April 2022

DMZ/Project Grow COMMUNITY TOWER GARDEN** (12 Towers)

Basic (Outdoor) Items Included			#	Cost	Single Tower Option (1-Tower)		
					All Items	#	Cost
Nutrient Reservoirs	12	Included			Single Tower @ \$670	1	\$ 670.00
Pumps	12	Included			Extension Kit @\$95.00	1	\$ 95.00
Swivel Hoses	12	Included			FLEX Dolly @\$95.00	1	\$ 95.00
Reservoir Lids	12	Included			Grow Lights @\$300.00	1	\$ 300.00
Access Port Lids	12	Included			Pumps @\$85.00	1	\$ 85.00
Tower Sections (84 w/336 Growing Ports)	84	Included			Timer @\$32	1	\$ 32.00
Net Pots (Case of 650)	1	Included			Net Pots @\$19.00 30/Case	2	\$ 38.00
Shower Caps	12	Included			Rock Wool @\$21.00 98/Case	3	\$ 63.00
Shower Cap Lids	12	Included			Mineral Blend A and B @\$65.00	1	\$ 65.00
Rods	24	Included			Propagation Trays @\$31.00	1	\$ 31.00
Extension Rods	24	Included			pH Up @\$31.00	2	\$ 62.00
First Pot Screws	48	Included			pH Down @\$31.00	1	\$ 31.00
Stainless Steel Wingnuts	72	Included					
Timers	3	Included					
10 ft. Extension Cords	6	Included					
Rock Wool (case of 30 sheets of 98)	2,940	Included					
Vermiculite (1 bag)	1	Included					
Propagation Trays	1	Included					
Mineral Blend A (4 – 1 Gallon Bottles)	4	Included					
Mineral Blend B (4 – 1 Gallon Bottles)	4	Included					
pH Test Kits	2	Included					
pH Up (6 – 1 pint bottles)	6	Included					
pH Down (6 – 1 pint bottles)	6	Included					
Sub Total				\$ 6,750.00	Sub Total		
					Taxes (School Exemptions)		\$ -
					Shipping (TBD)		
					Total		

(Indoor) Additional Items Needed	#	Cost	Stipend Suggestions	#	\$
Extension Kit @\$95.00	12	\$ 1,140.00	Per Hr/Person (VCOF & School Reps)		\$ 25.00
FLEX Dolly @\$95.00	12	\$ 1,140.00	Estimated Persons/(1-Tower)	4	
Grow Lights @\$300.00	12	\$ 3,900.00	Estimated Persons/(12-Tower)	8	
Pumps @\$85.00	3	\$ 255.00	Estimated Hours/Semester/Person	25	
Timer @\$32	1	\$ 32.00			
6'x12' Seedling Bench @\$270.00	1	\$ 270.00	Estimated Cost/Semester/1-Tower		\$ 2,500.00
Net Pots @\$120.00 650/Case	2	\$ 240.00	Estimated Cost/Semester/12-Tower		\$ 5,000.00
Rock Wool @\$250.00 2940/Case	1	\$ 250.00			
Mineral Blend A and B @\$65.00	5	\$ 325.00	Per Hr/Trainer	1	\$ 50.00
Propagation Trays @\$31.00	2	\$ 62.00	Hours/ Training	1	
pH Up @\$31.00	5	\$ 155.00	Estimated # of Trainings/Semester	4	
pH Down @\$31.00	2	\$ 62.00	Estimated Cost per School*		\$ 200.00
Sub Total		\$ 7,831.00	* group trainings are allowed		

Sub Totals Combined	\$ 14,581.00
Taxes (School Exemptions)	\$ -
Shipping (TBD)	
Total	

****Purchases are to be made exclusively through VCOF*****

*****The 12 Community Towers can not be seperated***

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

SUBJECT: To approve SPLOST 04 B& C Rowland Street Road Diet project -Rowland Street (Norman Road to Market Street)

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Awet Eyasu,
Vice Mayor
PHONE NUMBER: 404-296-6489

PURPOSE: To approve alternatives to the approved-one way entrance/exit of Rowland Street between Norman Road and Market Street.

NEED/ IMPACT:

Council approved option #2 for the Rowland Street Project. See Exhibit “C” attached.

RECOMMENDATION:

N/A

EXHIBIT C

11/13/2021

ROWLAND STREET MODIFICATIONS

NORMAN ROAD TO MARKET STREET PEDESTRIAN OPTIONS

OPTIONS	DESCRIPTION	COST
1	• Road remains open to traffic • Construct 1 easeabout • Sidewalk constructed from Annex to Norman Road	\$89,830
2	• One lane traffic (west or east bound) and one lane for bikes/pedestrians. Traffic flow should be one way in westerly direction to reduce confusion at Right-In/Right Out driveways • Two driveways become right-In/Right Out • Centerline of roadway concrete median (18 inches wide and 8 inches in height) with reflective tape on car side of median to provide clear delineation between cars and bikers/pedestrians	\$67,793
3	• Close road to all traffic • Both driveways to be closed on Rowland • Bollards placed both ends of road • Need to prepare cross-access easements between Zufan and Dr. Harrison for city to build a driveway between the 2 parcels, add parking on the existing drive-lane in front of Dr. Harrison's building and add parking spaces to Zufan's existing parking lot	• In the current SPLOST 04B&C contract with SOL Construction to close road • Cost to build driveway and add additional parking approximately \$50,000. Not in SOL's contract. • See diagram prepared 3 years ago and verbally agreed to by Zufan and Dr. Harrison
4	• Close Rowland after Zufan's driveway to Norman Rd. • Zufan driveway remains open	\$17,930
5	• One lane traffic (west or east bound) and one lane for bikes/pedestrians. Traffic flow should be one way in westerly direction to reduce confusion at Right-In/Right Out driveways • Two driveways become right-in/right-out • Use bollards as opposed to median to separate car traffic from bikes/pedestrians	\$133,524

CLARKSTON CITY COUNCIL MEETING WORKSESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

SUBJECT: To approve Change Order#38 for SPLOST 04 B & C Pedestrian Enhancement Trailhead and Rowland Street chicanes removal and speed tables installation on Rogers Street.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE:

To approve Change Order #38 for SPLOST 04 B & C Pedestrian Enhancement Trailhead and Rowland Street chicanes removal and speed tables installation on Rogers Street.

NEED/ IMPACT:

This item was referred to the Transportation & Environment Committee and Public Safety & Legal Standing Advisory Committees for review with the residents.

Community meetings were held with staff and members of Council in November 2021 and April 25, 2022 that allowed residents to express their concerns related to the installation of chicanes on Rogers Street.

Six (6) chicanes have been approved for installation.

Four (4) chicanes have been installed. Two (2) chicanes are pending installation.

According to residents, chicanes are damaging cars.

Cars are not currently stopping at the Hill Street and Rogers Street stop sign.

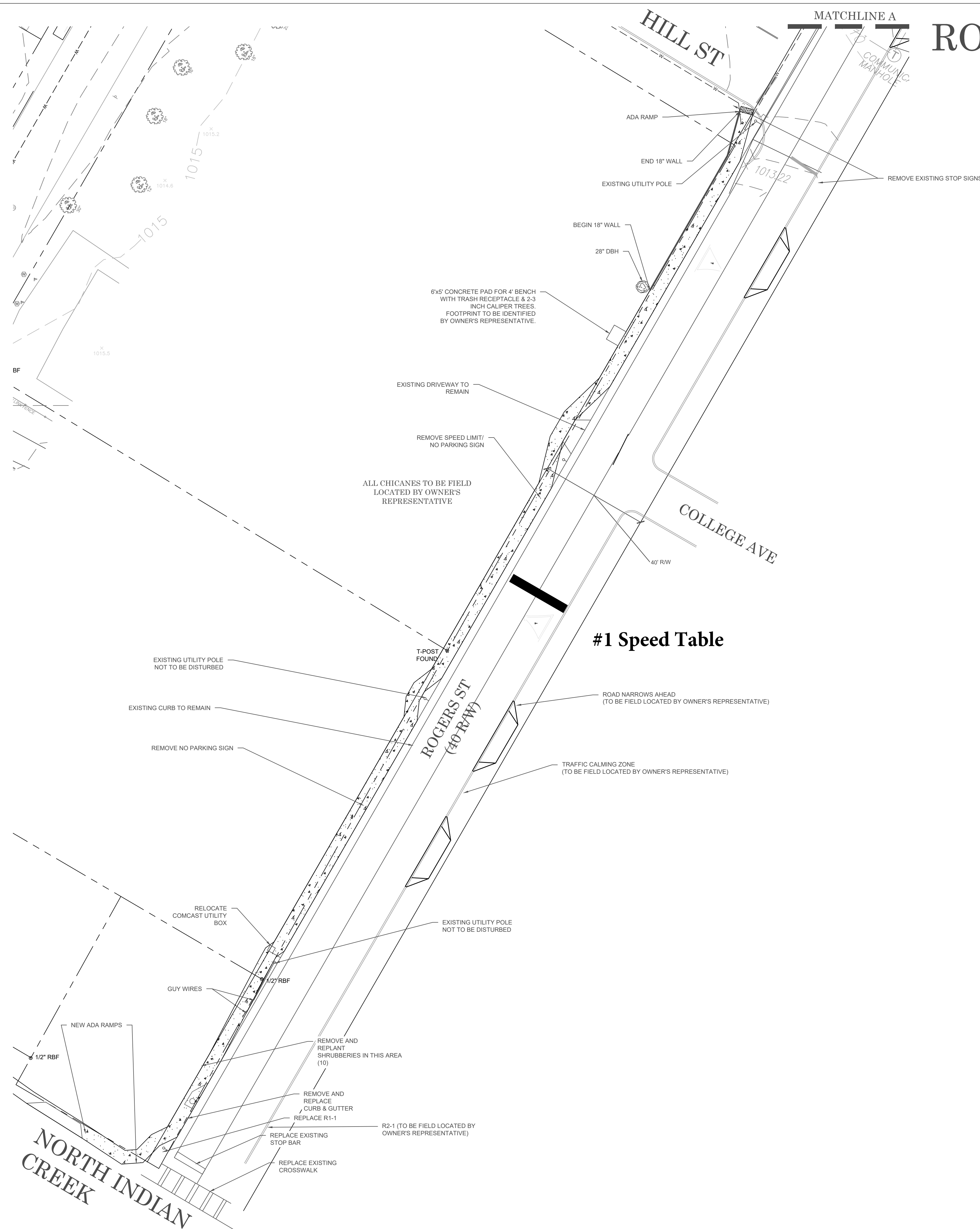
Residents are concerned with depreciating property values due to chicane installation.

Residents are concerned about emergency vehicles having access to Rogers Street.

Residents are concerned that the location of the chicanes are too close to residence driveways.

RECOMMENDATIONS:

N/A



ROGERS STREET

COLLABORATIVE
INFRASTRUCTURE
SERVICES

CUSTOMIZED CIVIL
ENGINEERING
SOLUTIONS

SPLOST 04 B+C PEDESTRIAN ENHANCEMENTS ROGERS STREET, ROWLAND STREET, AND METHODIST CHURCH PARKING LOT

DRAWING DATE:
03/09/2021

REVISIONS:

1	04/27/2021

010'20'40'60'

SCALE: 1" = 20'

N

C1

ROGERS STREET

COLLABORATIVE
INFRASTRUCTURE
SERVICES

CUSTOMIZED CIVIL
ENGINEERING
SOLUTIONS

SPLOST 04 B+C
PEDESTRIAN ENHANCEMENTS
ROGERS STREET, ROWLAND STREET, AND
METHODIST CHURCH PARKING LOT

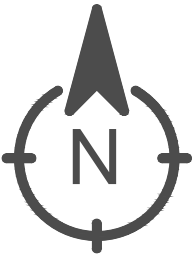
DRAWING DATE:
03/09/2021

REVISIONS:

1	04/27/2021



SCALE: 1" = 20'



C2



From: Sol Construction LLC
4120 Presidential Parkway, Suite 115
Atlanta, GA 30340

Proposal for Change No.

38

To Owner	City of Clarkston	Via	Owner Lawrence K. Kaiser
Project	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Rowland Street		
Date:	12/7/2021		
Drawings	11/11/2020	Specifications	11/20/2020
Short Description	Roger St Chicanes removal		

Description of change:

Remove four (4) chicanes on Roger St.

Amount of change	\$13,748.00
Additional days	0

XXX	We request your approval prior to proceeding with the work.
	We are proceeding with the change listed above based on previous approval.
	Other

Submitted by:

Approved by Engineer/Owner/Contractor

Jose Villegas, Sol Construction

Name:

Date:

Project:	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Ro
Change Order request no:	38
Date:	12/7/2021
Description:	Roger St Chicanes removal

Recap

Item	Description	Unit	Quantity	Unit Price	Extension	Days
1	Demolition	LS	1.00	\$ 8,428	\$8,428.00	
500-9999	Class B (Per BID Item)	CY	19.00	\$ 280	\$5,320.00	
				Total	\$13,748.00	

Sol Construction
Atlanta, GA

Project:		SPLOST 04 B & C Pedestrian Enhancements Trailhead &			
Change Order request no:		38			
Date:		12/7/2021			
Description:		Roger St Chicanes removal			
Item No	1	Description:	Demolition		
Unit	LS	Quantity	1.00	Unit Price	\$8,428
Materials		Unit	Quantity	Unit Price	Extension
Material disposal		CY	29.00	\$12.00	\$348
					\$0
					\$0
					\$0
					\$0
				Subtotal	\$348
				Tax	9% \$31
				Materials	\$379
Equipment Rental		Unit	Quantity	Unit Price	Extension
Excavator		day	2.00	\$400.00	\$800
Skeed steer + Pneumatic Hammer		day	2.00	\$360.00	\$720
Dump Truck + Driver		hour	8.00	\$85.00	\$680
				Subtotal	\$2,200
				Tax	0% \$0
Equipment Rental					\$2,200
Labor		Unit	Quantity	Unit Price	Extension
Superintendent		HR	10.00	\$85.00	\$850
Equipment Operator		HR	40.00	\$45.00	\$1,800
General Labor		HR	60.00	\$35.00	\$2,100
Skilled Labor		HR		\$39.00	
Field Engineer		HR		\$75.00	
				Subtotal	\$4,750
				Labor	\$4,750
Subcontracted Work		Unit	Quantity	Unit Price	Extension
				Subcontract	\$0
Additional Days					
Subtotal material, labor and equipment					\$7,329
Contractor's Mark Up (M, L, E)					15% \$1,099
Subtotal Subcontractor's work					\$0
Contractor's Mark Up (sub)					15% \$0
Subtotal					\$8,428
Total					\$8,428

ROGERS ST CHICANE REMOVAL AND SPEED TABLE INSTALLATION

Description: Removal of 4 chicanes on Rogers Street and install 6 speed tables; including all the required roadway signage associated with speed table installation

Project Limits: Between North Indian Creek and Market Street

Project Cost:

Removal of 5 chicanes & patch road before resurfacing

- \$13,748 (see attached quote)
- \$3000 (repair road subgrade where concrete curb was installed)

Installation Speed Tables & Advanced Warning Signage

- \$51,750 (see attached quote and specifications)

NOTE: Rogers Street resurfacing to begin in March. Decision regarding the work scope will need to occur by March to avoid delays with the SPLOST 04B&C resurfacing work

(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)
EXHIBIT A

BID SCHEDULE OF ITEMS (1 page)

Contract Scope: Work required under the contract includes furnishing all labor, materials, and equipment for the installation of three (3) Speed Tables, striping & marking of the Speed Tables, associated Speed Table signage and related tasks

City of Clarkston; DeKalb County MELL AVE TRAFFIC CALMING PROJECT					
ITEM NOS.	ITEM DESCRIPTION	QTY	UM	UNIT PRICE	COST
1	Traffic Control	1	LS	\$ 3,450.00	\$ 3,450.00
2	Provide and Install Asphaltic Concrete Speed Tables; per the specifications provided & Exhibit B	1 2 3	EA	\$ 8,050.00 \$ 8,050.00 \$ 7,475.00	\$ 8,050.00 \$ 16,100.00 \$ 22,425.00
3	Thermoplastic Striping & Markings for Speed Tables; per the specifications provided & Diagram A	3	EA	\$ 1,900.00	\$ 5,700.00
4	Fabricate and Install Speed Table Signage (Speed Hump, Speed Advisory Plate and Residential Speed Control District); per the specifications provided & Diagram A	2 4 6	EA	\$ 1,800.00	\$ 3,600.00 \$ 7,200.00 \$ 10,800.00
				TOTAL BID	\$

=====

Print Total Bid Price for "A": (print) _____

=====

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted by the CITY, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) and that the submitted bid will be valid from the date of the contract signature by both parties to the date of the city's NTP issuance (duration not to exceed 60 days) and said submitted bid price shall remain valid during the entire duration of the construction.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

EXHIBIT B

SPECIFICATIONS

INSTALLING ASPHALTIC CONCRETE SPEED TABLES

I. Paving Speed Humps

The procedure for installing the Asphaltic Concrete Speed TABLE (See DIAGRAM A) shall be as follows:

- a) Immediately prior to construction, the Contractor shall thoroughly clean the designated locations of all dirt, loose stone and other debris to the satisfaction of the Engineer.
- b) The designated locations shall be tacked, in accordance with Section 413 of the GDOT Standard Specifications, at the rate to be determined by the Engineer or as specified in the specifications. Special care shall be taken to avoid spraying the bituminous tack coat on adjacent curbs, driveways and miscellaneous structures. Contractor will be responsible for all clean up should such overspray occur.
- c) Concrete cap blocks shall be set in a straight line, as illustrated in DIAGRAM A. Unless otherwise approved, all cap block placement must start at the centerline extending out. Blocks shall have a rating of 3000 PSI in accordance with ASTM C331-04, Lightweight Aggregates and ASTM C90-05, Load Bearing Concrete. Upon request, the Contractor shall provide City of Clarkston with appropriate documentation of certification/testing. Blocks shall be provided on demand to City of Clarkston for testing purposes. All blocks not in compliance with these specifications will be removed and repaired in compliance with our repairing contract, at no cost to the City.
- d) Contractor shall place 9.5 mm Asphaltic Concrete (SP, Type II), to the lines and grades specified for the Flat Topped Speed Table, as shown in the attached DIAGRAM A. The placing and rolling operation shall be such that the concrete cap blocks are not displaced, the required compaction is achieved and the final profile and thickness is within 1/4" tolerance of the grade indicated. Any Speed Table whose finished grade exceeds the allowable 1/4" tolerance will be removed and replaced by the Contractor, at no additional cost to the City of Clarkston..
- e) The Contractor shall schedule the work such that no "incomplete speed hump (s) exists at the end of any given day; i.e. a speed hump extending across one lane will not be permitted to be left overnight. In addition, all traffic shall be detoured around the speed hump installation work zone during construction and no traffic shall be permitted to utilize the speed hump for a minimum of 2 hours after the Speed Table is completed. Sufficient flagman shall exist to ensure the residential property owners are provided an alternate route as the work occurs. The street network in the project area allows for sufficient alternate routes.
- f) Traffic detour plan including signage and flagman locations shall be provided prior to the City issuing a Notice-to-Proceed
- g) Speed table tapers shall be 1 foot from edge of pavement (EOP) on all road widths except for road widths of 22' or less. On road widths of 22' or less, the taper shall be 6 inches from EOP. See SIAGRAM A for details.

2. Signs and Markings

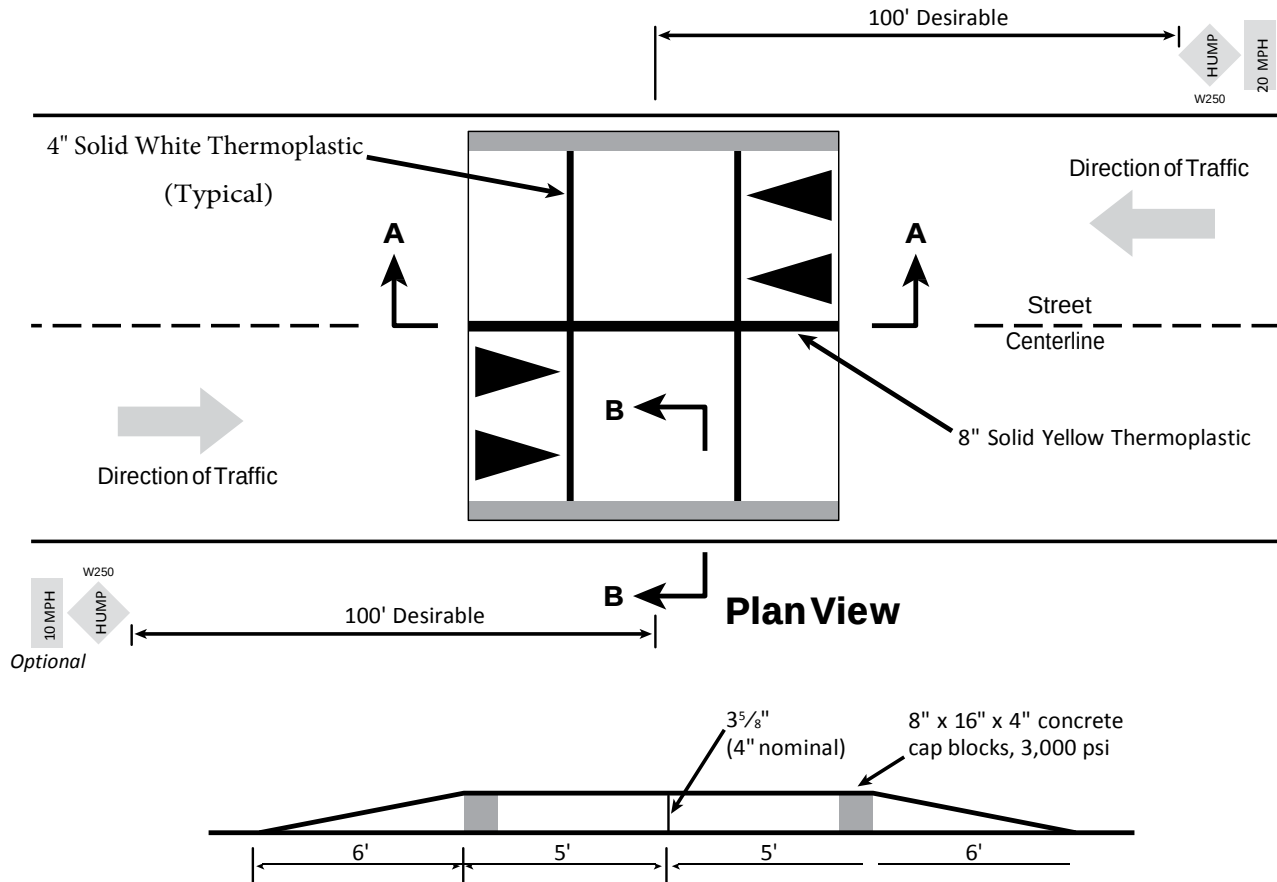
- a) The contractor shall be responsible for the installation of pavement markings and traffic control signs.
- b) All pavement markings shall be thermoplastic and will be supplied by the Contractor. All markings are to contain glass spheres for reflectivity. The dry markings will have a thickness of 90 mils. All pavement markings shall be laid out by the Contractor as shown in DIAGRAM A. Certification of thermoplastic material shall meet Georgia DOT specs section 653, Thermoplastic Traffic Stripe. The application of the thermoplastic material (no pre-made markings) needs to be at 400 degrees.
- c) Temporary tape shall be used to identify the center of the speed hump and shall be removed when the thermoplastic striping occurs.
- d) Thermoplastic striping shall occur no sooner than 3 days and no greater than 7 days after the speed humps are installed. The time period begins at the completion of the last speed hump.
- e) The contractor shall place one (1) "Residential Traffic Calming District" sign" on each approach to the Mell Ave speed table area. The "Residential Traffic Calming District" Signs (2) shall be installed by Contractor or Sub-Contractor no sooner than forty-eight (48) hours and no later than seventy-two (72)

before **the first** speed table installation occurs.

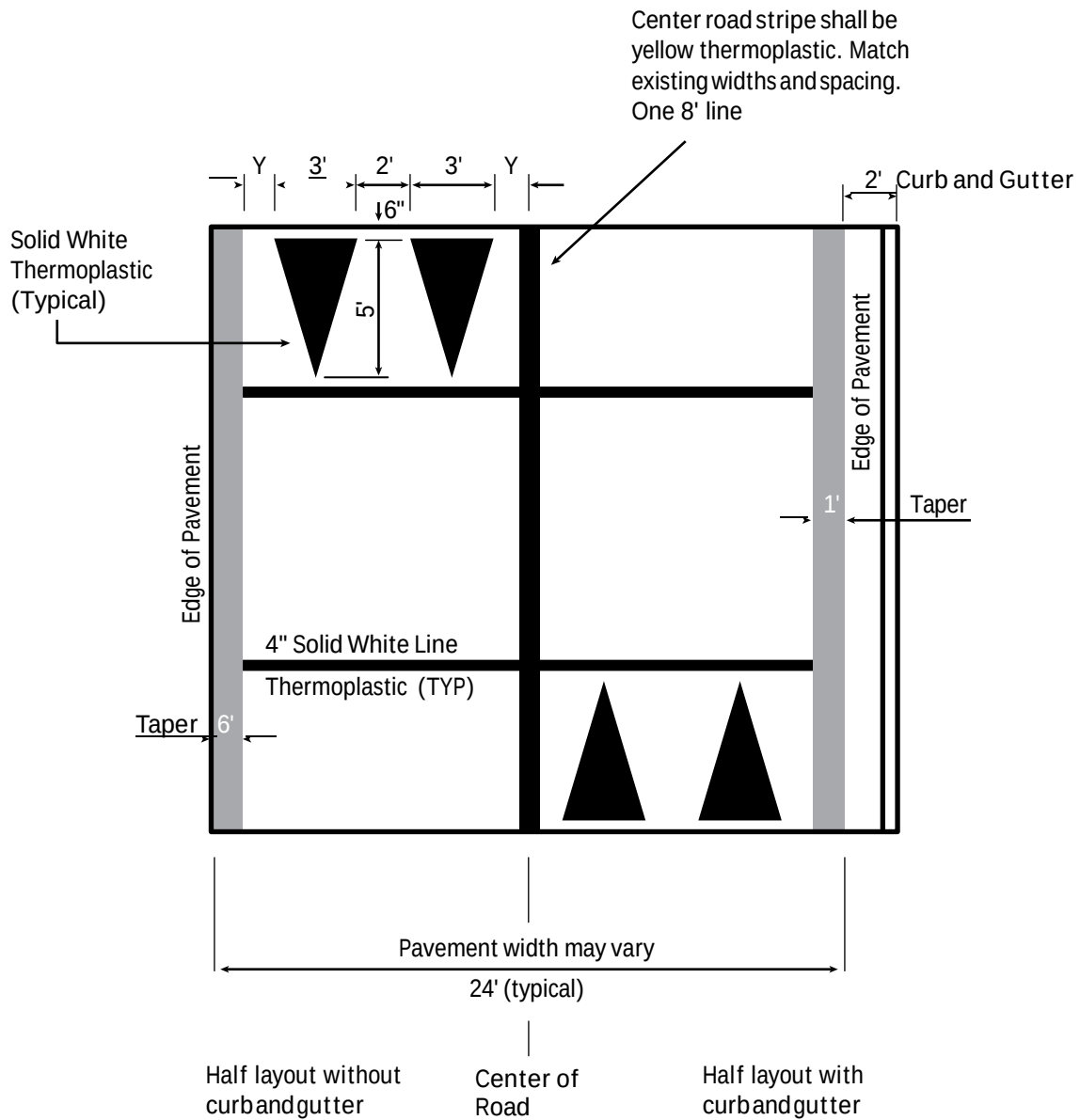
- f) A "Speed Hump" sign shall be installed on each approach to a speed hump. The installation of these signs shall occur after completion of **each** hump on any given day.
- g) Posts shall be driven into ground, not set in concrete.
- g) Each signpost bolt must be made theft-proof. The two common methods are hammering down the threads or alternating the thread to prevent removal of bolts.

DIAGRAM A

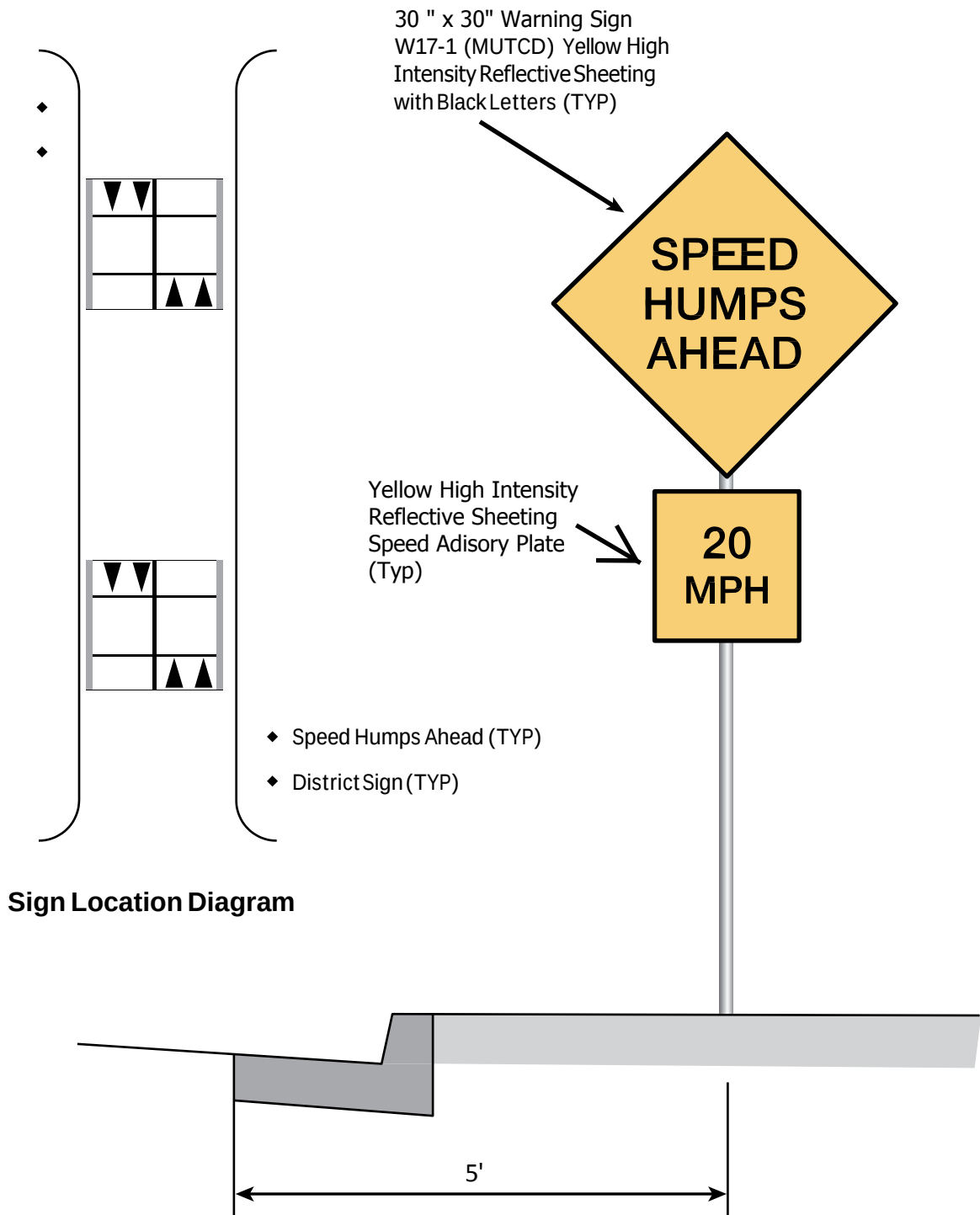
City of Clarkston Speed Table - Construction



Speed Table - Pavement Marking Details



Speed Table – Signage Layout



CITY OF CLARKSTON

ITEM NO: 7A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

SUBJECT: To approve allocating ARPA funds to the Amani Women Center.

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: Approval of an ARPA funding request from the Amani Women Center for \$42,000 to provide COVID-19 emergency assistance navigation services.

NEED/ IMPACT:

Amani Women Center has a team of Community Ambassadors that help Clarkston families with COVID-19 emergency needs in the community. This team will assist with rental and utility assistance including outreach events in collaboration with community partners. These events assist families with hygiene products, PPE's, baby products and food drives.

RECOMMENDATION:

N/A



Proposal to the City of Clarkston

ARP Funding Request

Amani Women Center covid-19 emergency assistance navigation services for LEP Clarkston Residents.

Introduction.

The Amani Women Center (AWC) is requesting funding for **COVID-19 Emergency assistance navigation** to assist refugee families by providing culturally and linguistically appropriate support.

LEP Clarkston residents are unable to tap into emergency assistance resources because they face a number of barriers accessing and applying. These barriers were documented in “needs” section below.

Amani Women Center has a team of Community Ambassadors that help Clarkston families and can be trained to help them navigate the child care system. *Amani Community Ambassadors* (ACA) can respond to all Clarkston residents, immigrant residents, and refugee families in their respective languages through the *Amani Helpline* that was established to assist with COVID-19 emergency needs in the community. ACA speak over 15 languages, many of them speak African languages that are underrepresented in Clarkston.

Amani Women Center is now an official Gateway partner through DFCS. This means that AWC is now equipped to help meet the immediate needs to stabilize families in City of Clarkston through benefit screening and assist them renew or apply for **Childcare (CAPS), Medicaid** (especially for seniors), **SNAP, Energy (LIHEAP) assistance, TANF (Temporary Assistance for Needy Families)** and **PeachCare for kids**.

AMANI is also providing services in the following areas: **rental and utility assistance**, including outreach events in collaboration with community partners. These events assist families with hygiene products, PPE's, baby products (diapers etc.) and Food drives.

Need.

1. Language - LEP Clarkston residents do not know what Covid-19 emergency assistance is available for them due to linguistic challenges. Most information provided on resources is usually in English language.
2. Digital divide - LEP who are aware of what resources are available are unable to tap into them due to digital illiteracy, low income to purchase and low literacy levels.
3. Literacy – a large percentage of Clarkston residents have low literacy levels and are therefore unable to utilize resources that are available.



Proposal.

Amani Women Center proposes to provide **COVID-19 Emergency assistance navigation** to residents of Clarkston to understand what is available for them for emergency relief due to Covid-19.

Amani Women Center is requesting **\$42,000** to provide Covid-19 emergency assistance navigation services which will provide language specific assistance to city of Clarkston residents. We anticipate serving 200 families (June 1- Dec 1, 2022) in applying for the services in the next half of the year.

Activities include:

- ❖ Outreach to various apartment complexes, local businesses, childcare centers, places of workshops to provide flyers in different languages.
- ❖ Assist families identify resources that they need and assist in manning phone and helpline.
- ❖ Assist families apply for **rental and utility assistance, Childcare (CAPS), Medicaid, TANF, SNAP** and energy (**LIHEAP**) assistance.
- ❖ Translate list of resources available to various languages spoken by residents of Clarkston – **Somali, Swahili, Amharic, Tigrinya, Oromo, Kinyarwanda, Arabic, French, Dinka and Kirundi to name a few.**

Budget.

• Supervisor _____	\$2,000 (per month, June 1- December 1 st , 2022) ____	= \$12,000
• Community Ambassadors/Navigators: -		
	(\$15/hour x 20 hours per month x 10 navigators X 6 months) _____	= \$18,000
• Translation of flyers, 10 languages (5 different resources/services) _____		= \$5,000
*Total _____		= \$35,000
*Indirect Cost (Admin. - utilities, insurance, phone, office supplies, other) – 20%		= \$7,000
*Grand Total _____		= \$42,000

CITY OF CLARKSTON

ITEM NO: 8A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: May 3, 2022

SUBJECT: Conditional use permit for property located at 4320 E. Ponce de Leon Avenue

DEPARTMENT:
Planning/Economic & Development

PUBLIC HEARING: ☐ YES x NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

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

PURPOSE: To approve a conditional use request from the All-Nations Society of Atlanta for the property to be used for a mission society.

NEED/ IMPACT:

A conditional use permit application request shall be heard at public hearings to be determined 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.

RECOMMENDATION:

STAFF:

Staff recommended denying the conditional use permit request to allow for a mission society/ place of assembly.

PLANNING AND ZONING BOARD RECOMMENDATION(S): 04/19/2022

The Planning and Zoning Board recommended denying the conditional use permit request.



PLANNING & ZONING BOARD MEETING MINUTES

AGENDA

April 19, 2022, 7:00 PM
ZOOM

- A. CALL TO ORDER:** The meeting was called to order at 7:04 PM.
- B. ROLL CALL:** Vice Chair Felicia Weinert, Birendra Dhakal, Lisa Williams, Herbert Clark
Chair Charles McFarland
- C. APPROVAL OF MARCH 2022 MEETING MINUTES:** Charles McFarland called for a motion to approve the March 2022 meeting minutes. Birendra Dhakal made a motion to approve, Felicia Weinert seconded, and the motion passed 5/0/0.
- D. OLD BUSINESS**
- 1. PUBLIC HEARING:** A conditional use permit request from Robert Allen Chambers D/B/A All Nations Society of Atlanta for the property located at 4320 E. Ponce de Leon Avenue, Clarkston, GA 30021, zoned RC, Residential Commercial for a mission society. (*Deferred from March 15, 2022, P/Z Meeting*)

Chairman McFarland gave an overview of the March 15, 2022, meeting for the conditional use permit request. PED Director Qawiy gave an overview of the conditional use permit request for the location of 4320 East Ponce de Leon Avenue. The applicant's representatives were present at the meeting and introduced as Robert Chambers and Pastor Adam Ellsworth.

Pastor Ellsworth gave the background of what is being requested from the conditional use permit. Applying as a mission society, it will be a Lutheran Church that will provide tutorial services for 15-30 children (ages 2-3 years/15 & 16 years of age), extra classes (i.e., ESL, knitting) garden beds/plots, and worship services. The hours proposed are on Thursdays (tutoring) 1PM-5PM and worship services from 4PM-8PM, and Sunday nights chapel.

A discussion was held by board members related to the conditional use permit request.

Chairman McFarland opened the public hearing.

Amy Medford spoke in favor of the conditional use permit request. She requested that ESL classes for women be separated.

With no additional speakers or questions from the public, Chairman McFarland closed public comment.

Lisa Williams inquired about the use of the location prior to submitting a conditional use permit application and the current lease agreement. Praise was given to the applicant based

on the services that the organization is proposing to provide. Ms. Williams was concerned about the services, the organizations growth along with increased traffic in this area.

Herbert Clark inquired about the square footage of the building, and does it meet capacity and based on the applicant's request. What is defined as small in relation to the building's square footage. The PED Director explained the building is 1,115 square feet. with two (2) business currently operating at the location which include a tax office and a tutoring service.

Pastor Ellsworth mentioned that his organization has been renting this space, with a lease since June 2021 (2 years contract).

Felecia Weinert commented on the confusion of the numerous proposed uses and the application submitting as a mission society. Also, how increased traffic would make this location injurious to the neighborhoods and the local road of West Smith Street. The applicant responded by mentioning that they have only had a maximum of two (2) cars at the location at any given day and time.

Birendra Dhakal asked about specific details of the request and whether the organization is requesting a place of assembly for a place of worship, school, or offices?

Pastor Ellsworth responded that they will be offering all services.

With no further discussion from the Board. Chairman McFarland called for a motion.

Lisa Williams made the motion to deny the conditional use permit request for 4320 E. Ponce de Leon Avenue with staff's recommendation. Seconded by Felicia Weinert. and the motion passed 4/1/0. Herbert Clark-voted to approve.

E. ADJOURNMENT : Chairman McFarland called for a motion to adjourn. Birendra Dhakal made the motion to adjourn, Lisa Williams seconded the motion, and the motion passed 5/0/0. Meeting adjourned at 8:17PM.



PLANNING & ZONING BOARD MEETING

AGENDA

April 19, 2022, 7:00 PM
ZOOM

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MARCH 2022 MEETING MINUTES.

PUBLIC HEARING:

Any member of the public may address the Planning and Zoning Board, during the time allotted for public hearing. Each attendee will be allowed 3 minutes. If your public comment contains a series of questions, please provide those questions to staff in writing on the Public Comment Card (Staff) prior to the meeting. This will facilitate follow-up by the Board or Staff. The Planning and Zoning Board desires to allow an opportunity for public comment; however, the business of the Board must proceed in an orderly and timely manner.

D. OLD BUSINESS

1. **PUBLIC HEARING:** A conditional use permit request from Robert Allen Chambers D/B/A All Nations Society of Atlanta for the property located at 4320 E. Ponce de Leon Avenue, Clarkston, GA 30021, zoned RC, Residential Commercial for a mission society. (*Deferred from March 15, 2022, P/Z Board meeting*)

E. NEW BUSINESS

F. OTHER BUSINESS

G. ADJOURNMENT

Join Zoom Meeting

<https://us02web.zoom.us/j/87129352968?pwd=MWkzMtVhRk2UHpqNFoxQW5LSUpRQT09>

Meeting ID: 871 2935 2968

Passcode: 956262

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

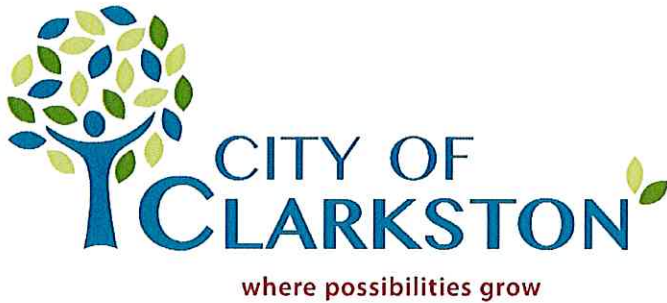
+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 871 2935 2968

Passcode: 956262

Find your local number: <https://us02web.zoom.us/j/87129352968?pwd=MWkzMtVhRk2UHpqNFoxQW5LSUpRQT09>



PLANNING & ZONING BOARD MEETING MINUTES

March 15, 2022, 7:00 PM

ZOOM

Meeting ID:

871 2935 2968

Passcode: 956262

326629

AGENDA

- A. CALL TO ORDER:** The meeting was called to order at 7:05 PM
- B. ROLL CALL:** Chair Charles McFarland, Vice Chair Felicia Weinert, Birendra Dhakal, Lisa Williams, Herbert Clark
- C. APPROVAL OF JUNE 2021 MEETING MINUTES:** Charles McFarland called for a motion to approve the June 2021 meeting minutes. Lisa Williams made a motion to approve, Felicia Weinert seconded, and the motion passed 4/0/1.

D. NEW BUSINESS

1. PUBLIC HEARING:

PUBLIC HEARING: A conditional use permit request from Robert Allen Chambers D/B/A All Nations Society of Atlanta for the property located at 4320 E. Ponce de Leon Avenue, Clarkston, GA 30021, zoned RC, Residential Commercial for a mission society.

PED Director Qawiy gave an overview of the conditional use permit request for the location of 4320 East Ponce de Leon Avenue. It was noted that the applicants after staff notification are not in attendance at the meeting.

A discussion was held by board members related to the conditional use permit request.

Lisa Williams inquired about the use of the location prior to submitting a conditional use permit application. PED Director s Qawiy stated that the applicants where assembling since the pandemic with an active lease agreement.

Herbert Clark inquired about the square footage of the building and does it meet capacity with the additional business. The PED Director explained the building is 1,115 square feet. Also, there are capacity issues with the current businesses that are currently operating at the location which include a tax office and tutoring service.

Felecia Weinert commented on the parking and how it would be injurious to the single-family homes currently and maybe proposed on West Smith Street and neighborhood, due to increased traffic and vehicles.

Birendra Dhakal asked about this request being for a new business. PED Director Qawiy responded that the business has been in operation prior to the conditional use permit request, based on the submitted active lease agreement.

With no further discussion from the Board, Chairman McFarland opened the public hearing.

Amy Medford commented about the conditional use permit request and the applicants not in attendance at the meeting.

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

Charles McFarland called for a motion. Birendra Dhakal made the motion to defer the conditional use permit request for 4320 E. Ponce de Leon Avenue until the next Planning and Zoning Board meeting. Herbert Clark seconded, and the motion passed 5/0/0.

E. OTHER BUSINESS

1. DISCUSSION: The 2022 Planning and Zoning Board Calendar

PED Director Qawiy gave an overview of the 2022 Planning and Zoning Board calendar.

2. DISCUSSION: New Planning and Zoning Board member- Herbert Clark

All Board members congratulated and welcomed and the newest member of the Clarkston Planning and Zoning Board.

F. ADJOURNMENT : Chairman McFarland called for a motion to adjourn. Felecia Weinert made the motion to adjourn, Birendra Dhakal seconded the motion, and the motion passed 5/0/0. Meeting adjourned at 7:43PM.



CUP-22-01

CONDITIONAL USE PERMIT ANALYSIS

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

Applicant: All Nations Society of Atlanta
Robert Allen Chambers
6488 Spring Street, Ste. 103
Douglasville, GA 30134
615 482 1320
rchamberslaw@yahoo.com

Location: 4320 East Ponce de Leon Ave.
Request: **Conditional Use Permit**

Parcel ID(s): 18 119 01 020

Proposed Use
/Purpose: A place of assembly for church/mission society.

Current Land Use: RC- Residential Commerical

Sign Posted: **February 24, 2022**

Planning & Zoning Meeting: ~~March 15, 2022~~ *Deferred to April 19, 2022*
City Council Work Session: **April 26, 2022**
City Council Meeting: **May 3, 2022**

Lot Size: .4 acre

Road Access: West Smith Street

Adjacent Land Use/Zoning District:

	Current Zoning	Land Use
North	NR-3	Single Family Residential
East	NR-CD	Apartments
South	RR-Open Space	CSX Railroad
West	NR-3	Converted Houses- Offices/Apts.

Conditional Use Criteria; Section 312

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

Section 705-RC residential commercial is intended to allow converted residential structures with commercial uses to coexist with residential uses. Commercial uses are to be limited in order to maintain the current balance and aesthetic in the surrounding area. Residences converted to office uses are acceptable when kept at current scale. The conditional use permit request is for a place of

assembly/church for a mission society. Residences converted to office uses are acceptable when kept at current scale. The applicant is required to apply for a conditional use permit for a place of assembly. Considering the proposed conditional use permit request, the surrounding land uses are, single family residential, converted offices, CSX Railroad, and apartments. The current location (building) has maximized its square feet capacity of licensing and is currently doing business as a training center and tax preparation offices. Based on satisfying the requirements of the zoning district and having proposed operational hours from 8AM-8PM Saturday and Sunday, the proposed conditional use would be injurious to the use and enjoyment of the surrounding land uses and would diminish and impair property values within the adjacent neighborhood.

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

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

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

The establishment of the conditional use permit would impede the orderly development of surrounding property uses predominant in the area. The current zoning for this location is RC-Residential Commercial. The Clarkston 2040 Comprehensive Plan notes the land use as mixed use which is a mixture of diverse uses including multi-family housing, commercial, office, and urban compatible industrial uses required to match the blend of uses and historic character of this area.

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

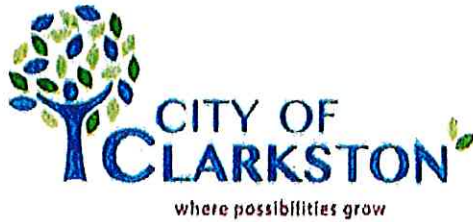
The proposed conditional use location is currently a converted residential structure with several commercial uses. The location and character of the proposed conditional use request would not be consistent with a desirable pattern for the locality in general due to increased traffic conditions on the limited local road of West Smith Street. The desired use would not match the historic character or minimum balance of the area.

Recommendation:

Staff recommends denying the conditional use permit request to allow for a place of assembly/church for a mission society.

Attachments:

- Conditional Use Permit Application
- Letter of Intent
- Warranty Deed
- Maps
- Site Plan



CITY OF CLARKSTON CONDITIONAL USE PERMIT APPLICATION

CONDITIONAL USE PERMIT APPLICATION CHECKLIST

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

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

ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

Robert A. Chambers
Type or Print Attorney / Agent's Name

Robert A. Chambers
Attorney / Agent's Signature

6488 Spring Street, Suite 103, Douglasville, GA 30134
Address

770-947-3540
Phone Number

RA Chambers/ra@aol.com
Email Address

AUTHORIZATION TO INSPECT PREMISES

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

Type or Print Owner's Name

Owner's Signature

Date

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: 4320 E POINCE DE LEON AVE CLARKSTON GA

BERHANU NUNE

Type or Print Owner's Name

[Signature]

Owner's Signature

08/22/2021

Date

Sworn and subscribed before me this
22 day of August, 2021

[Signature]
Notary Public

Feb 07, 2025
Commission Expires



(Seal)

POWER OF ATTORNEY (If owner is not the applicant)

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

Type or Print Owner's Name

Owner's Signature

Date

Sworn and subscribed before me this
____ day of _____, _____

Notary Public

Commission Expires

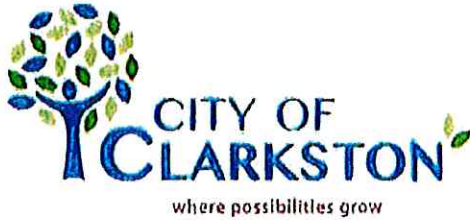
(Seal)

Type or Print Applicant's Name

Applicant's Signature

Date

CITY OF CLARKSTON
PLANNING & DEVELOPMENT DEPARTMENT
1033 ROWLAND STREET
CLARKSTON, GA 30021
(404) 716-6133
Fax (404) 736-6120



CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION

Date Received: _____

APPLICANT INFORMATION

APPLICANT NAME: All Nations Society of Atlanta
ADDRESS: 4320 E. Ponce De Leon Ave Clarkston, GA 30021
PHONE: 615-482-1320 CELL: _____ FAX: _____
EMAIL ADDRESS: JassonK@empowermentAfrica.org

OWNER INFORMATION (If different from Applicant)

OWNER NAME: Bob Chambers
ADDRESS: 6488 Spring Street #103 Douglasville, GA 30134
Cell PHONE: 305-801-4689 Phone CELL: 770-947-3540 FAX: 404-581-5484
EMAIL ADDRESS: RCchambersLaw@yahoo.com

PROPERTY INFORMATION (attach legal description)

ADDRESS: 4320 E. Ponce De Leon Ave Clarkston, GA 30021
PARCEL ID#: _____ LAND LOT: _____ DISTRICT: _____

CONDITIONAL USE PERMIT REQUEST

CURRENT ZONING: RC CURRENT LAND USE: _____

PROPOSED LAND USE: _____

DESCRIPTION OF USE (ex.: number of employees, details of operation, etc.): _____

City Of Clarkston Check List Addendum:

Letter of Intent: This site is being used for a mission society to serve the refugee community in the Clarkston and Atlanta area.

Survey: Attached in documents

Architectural Drawings: NA

Conceptual Site Plan: NA

Lease Agreement: Attached

DEED BOOK 21835 Pg 262
Linda Carter
Clerk of Superior Court
DeKalb County, Georgia

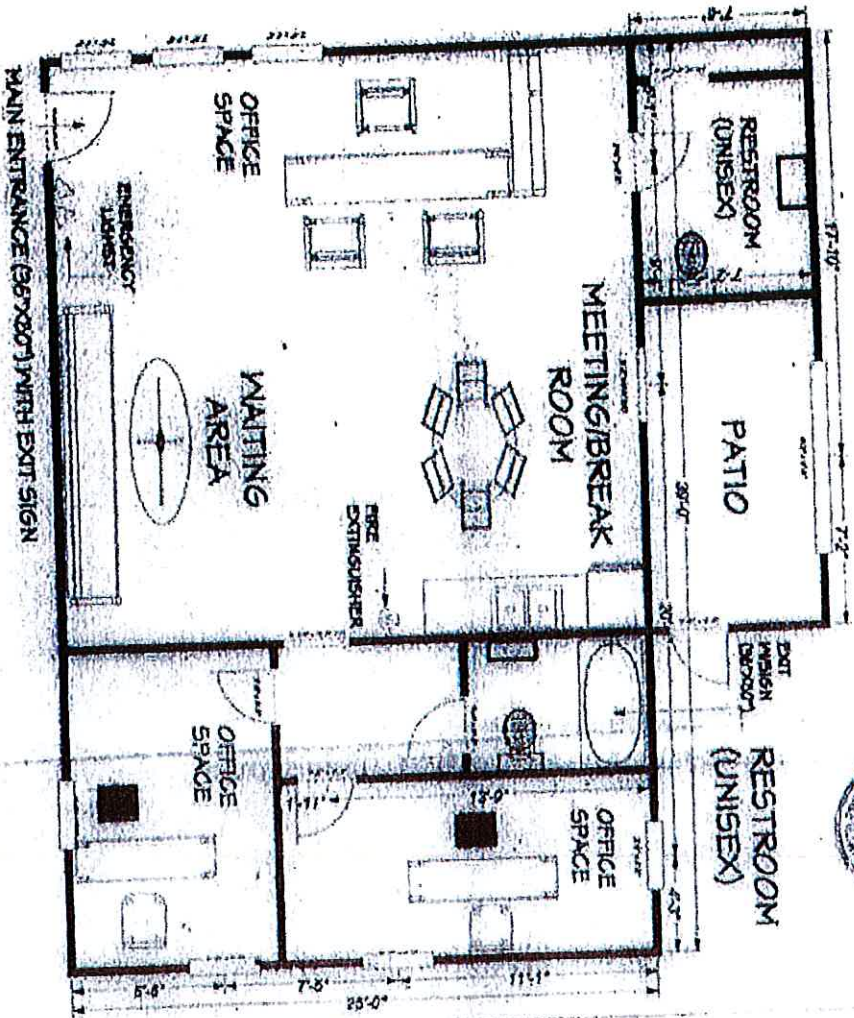
Exhibit A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 119 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THREE-FOURTHS INCH OPEN TOP PIPE FOUND ON THE NORTHWESTERLY RIGHT-OF-WAY OF EAST PONCE DE LEON AVENUE, SAID POINT BEING LOCATED 105.05 FEET NORTHEASTERLY AS MEASURED ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF EAST PONCE DE LEON FROM THE INTERSECTION FORMED BY THE NORTHWESTERLY RIGHT-OF-WAY OF EAST PONCE DE LEON AVENUE AND THE NORTHEASTERLY RIGHT OF WAY OF WEST SMITH STREET (VARIABLE RIGHT OF WAY); RUNNING THENCE NORTH 52 DEGREES 17 MINUTES 09 SECONDS WEST, 448.91 FEET TO AN AXLE FOUND, IN THE SOUTHEASTERLY LINE OF PROPERTY NOW OR FORMERLY OWNED BY PETER K. TURNER, AS RECORDED IN DEED BOOK 8334, PAGE 413, DEKALB COUNTY RECORDS RUNNING THENCE NORTH 39 DEGREES 29 MINUTES 49 SECONDS EAST 100.00 FEET TO A REBAR FOUND IN THE NORTHWESTERLY CORNER OF PROPERTY NOW OR FORMERLY OWNED BY DEKALB COUNTY, AS RECORDED IN DEED BOOK 10337, PAGE 57, DEKALB COUNTY RECORDS; RUNNING THENCE SOUTH 52 DEGREES 17 MINUTES 22 SECONDS EAST AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID DEKALB COUNTY PROPERTY, 447.37 FEET TO A REBAR PLACED ON THE NORTHWESTERLY RIGHT OF WAY OF EAST PONCE DE LEON AVE. RUNNING THENCE 38 DEGREES 36 MINUTES 58 SECONDS WEST, AS MEASURED ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF EAST PONCE DE LEON AVE., 100 FEET TO THE POINT OF BEGINNING, BEING IMPROVED PROPERTY KNOWN AS NO. 4320 EAST POINT DE LEON AVENUE, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY SHOWN ON SURVEY PREPARED BY GADDY & ASSOCIATES, DATED MARCH 23, 2001

Also known as 4320 East Ponce de Leon Avenue
Clarkston, Georgia 30021 according to the
numbering buildings in the city of Clarkston, Ga

* We will not be updating or making any changes to the property.



4320 E. PONCE DE LEAN AVE
CLARKSTON, AG 30021

TOTAL AREA: 1,115 SF

SCALE: 1/4" = 1'-0"

PAGE 4 OF 4

PROPOSED PLAN

COMMERCIAL LEASE AGREEMENT (Multi-Tenant Facilities)



2021 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of 6/9/2021 between Amssale Denbel (hereinafter "Landlord") and ALL NATIONS SOCIETY OF ATLANTA INC (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: 4320 PONCE DE LEON, CLARKSTON, Georgia 30021 TAXPIN/ID# 18119 01041 and as more particularly described in the Legal Description Paragraph below:

Legal Description. The legal description of the Property is attached as an exhibit hereto and incorporated herein.

1. **Term.** The initial term of this Lease shall be for 24 months beginning on the earlier of the completion of the work described in any attached Work letter or the date of 06/10/2021 ("Commencement Date"), through and including the date of 06/10/2023.
2. **Possession.** If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.
3. **Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of \$ 1,400.00 One Thousand Four Hundred Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: 4312 E PONCE DE LEON AVE, CLARKSTON, GA 30021 (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.
4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of \$ 75 and, if applicable, a service charge for any returned check of \$ 75. Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.
5. **Security Deposit.**
 - A. Security Deposit to be Held by Landlord or Broker: *[Check one. The section not marked shall not be a part of this Agreement.]*
 - ☐ **Landlord Holding Security Deposit:**
 - (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of \$ _____ Dollars in ☐ cash, ☐ money order and/or ☐ check ("Security Deposit").
 - (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
 - (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
 - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
 - (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Berhanu Nune IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

(4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

☒ Broker Holding Security Deposit:

(1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") \$ 1,400.00 One Thousand Four Hundred Dollars in

☐ cash, ☒ money order and/or ☒ check.

(2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.

(3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit, to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit:

(1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.

(2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after Property is vacated if:

- (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
- (b) All monies due under this Lease by Tenant have been paid;
- (c) Property is not damaged and is left in its original condition, normal wear and tear excepted;
- (d) All keys have been returned; and
- (e) Tenant is not in default under any of the terms of this Lease.

6. **Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use. Tenant agrees that no representations regarding the Premises or the condition thereof and no promises to alter, decorate, improve, or repairs have been made by Landlord, Broker, or their agents unless specified in this Lease.

A. Duties of Landlord: Landlord shall keep the Common Areas and all major systems serving Property and/or the Common Areas in good working order and repair, normal wear and tear excepted. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in the Common Areas and those systems that are the responsibility of Landlord to maintain in good working order and repair. Landlord may change the size, use, shape, or nature of the Common Areas, so long as such change does not materially deprive Tenant of the use of Property. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord.

B. Duties of Tenant: Tenant agrees to maintain Property in good order and repair, normal wear and tear excepted. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Tenant shall additionally be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. **Common Area Costs.** [Check one. The sections not marked shall not be a part of this Agreement.]

☐ **A. Landlord Pays All Costs:** Landlord shall pay all costs for the maintenance, repair, and operation of the Common Areas. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees.

☒ **B. Tenant Pays Flat Fee:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional monthly rent sixty Dollars (\$ 60.00) for Common Area maintenance, operation, and repair costs in the manner provided in the Rent Paragraph above.

☐ **C. Tenant Pays Adjustable Percentage Share:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent Tenant's Percentage Share of the cost of maintenance, operation, and repair of the Common Areas for each calendar year of this Lease. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord shall deliver to Tenant: (1) a statement the cost of maintenance, operation, and repair of the Common Areas for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease does not commence on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

8. **Services.** Landlord shall provide, at Landlord's expense the following services: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

- ☐ General cleaning and janitorial service of the interior of Property _____ times per week
- ☐ Concierge service as follows: _____
- ☐ Parking attendant as follows: _____
- ☐ Property monitor as follows: _____
- ☐ Trash collection service _____ times per week
- ☐ Soap, paper towels, and toilet tissue for rest rooms _____ times per week
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- ☐ Other _____

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

9. **Utilities.** The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	☒	☐	Sewer	☒	☐
Electricity	☒	☐	Natural Gas	☒	☐
Garbage	☒	☐	Cable Television	☒	☐
Telephone	☒	☐	Digital Subscriber Line	☒	☐
Other _____	☐	☐	Other _____	☐	☐

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

10. **Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.

11. **Sublet and Assignment.** Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

12. Right of Access, Signage.

- A. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 100 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
- B. Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

13. Use. Property shall only be used for the purposes set out as follows: ALL NATIONS SOCIETY OF ATLANTA INC

Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

14. Agency and Brokerage.

- A. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships In Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
1. **No Agency Relationship:** Tenant and Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
 2. **Listing Broker:** Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker ☒ is OR ☐ is not representing Landlord;
 3. **Leasing Broker:** Broker working with Tenant (including in transactions where Broker is representing Landlord) is identified on the signature page as "Leasing Broker;" and said Broker ☐ is OR ☒ is not representing Tenant; and
 4. **Dual Agency or Designated Agency:** If Tenant and Landlord are both being represented by the same Broker, a relationship of either ☐ designated agency OR ☐ dual agency shall exist.
 - a. **Dual Agency Disclosure:** *[Applicable only if dual agency has been selected above.]*
 Tenant and Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Landlord have been advised that:
 - (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
 - (3) Tenant and Landlord do not have to consent to dual agency and, the consent of Tenant and Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
 - (4) Notwithstanding any provision to the contrary contained herein, Tenant and Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
 - b. **Designated Agency Assignment:** *[Applicable only if the designated agency has been selected above.]*
 Broker has assigned N/A to work exclusively with Tenant as Tenant's designated agent and N/A to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- B. **Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: BUSINESS PARTNER OR PART OWNER
 (A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

C. Brokerage: The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of: *[Check one. The section not marked shall not be a part of this Agreement.]*

☐ \$ _____ or _____ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.

☐ \$ _____ or _____ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive _____ percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive _____ percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

15. Default. If Tenant defaults under this Lease, Landlord shall have the right to pursue any or all of its remedies under Georgia Law. A default shall include, but not be limited to, the failure of Tenant to pay Landlord rent or reimburse Landlord for damages, repairs or costs when due, the abandonment of the Property by Tenant (which shall include the discontinuance of the use of the Property by Tenant) and the failure of Tenant to comply with any of the terms of the Lease including any rules and regulations. Landlord shall give Tenant a ten (10) day notice of and opportunity to cure any non-monetary breach of this Lease. All remedies hereunder shall be cumulative and not concurrent. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.

16. Rules and Regulations.

A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of \$ _____ 75.

B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.

C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.

E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.

F. Landlord shall provide heating and air conditioning to Property between _____ a.m. and _____ p.m., Monday to Friday (excluding public holidays); between _____ a.m. and _____ p.m., Saturday; and between _____ a.m. and _____ p.m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.

G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.

H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.

17. Abandonment. If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.

18. Estoppel Certificate. Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

19. Property Loss. Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

20. Destruction of Property.

- A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
- B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property has been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
- C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.

21. Alteration and Improvements. Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.

22. Insurance. Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

- ☒ **A. General Commercial Liability Insurance (or reasonable equivalent thereto):** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$ _____) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
- ☐ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance shall cover coverage shall be in an amount equal to not less than _____ percent (%) of full replacement cost as updated from time to time during the term of the Lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
- ☐ **C. Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.
- ☐ **D. Contractors Insurance (or reasonable equivalent thereto):** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$ _____) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements; or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.

23. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in Property. *[Check one. The section not marked shall not be a part of Agreement.]*

☒ **A. Landlord Pays All Property Taxes:** Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.

☐ **B. Tenant Pays Increases in Property Taxes:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent its Percentage Share of the amount by which all property taxes on the Premises for each tax year exceed property taxes on Property for the tax year _____. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated on the basis the number of days of Term Included in the years bears to 365.

24. **Sale of Property to Tenant.** Landlord shall pay Leasing Broker a commission in the amount of _____ percent (%) and Listing Broker a commission in the amount of _____ percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: (a) Owner enters into a contract to sell Property; or (b) Owner closes on the sale of Property to another.

25. **Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

26. **Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

27. **Other Provisions.**

A. Time of Essence: Time is of the essence of this Lease.

B. No Waiver: Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. Definitions: "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Premises. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. "Common Area" means all areas and facilities located in the building or complex upon which Property is located that are provided and designated by Landlord for the general non-exclusive use of Tenant and its employees, agents, invitees, guests, or licensees, and includes [Check all that apply. The sections not marked shall not be a part of this Agreement]:

- | | | | |
|--|---|--|------------------------------------|
| ☐ Exterior hallways | ☐ Lobby | ☐ Elevator | ☐ Driveway |
| ☒ Parking Area | ☐ Terrace | ☐ Loading Area | ☐ Restrooms |
| ☐ Trash Facilities | ☐ Stairs | ☐ Landscaped Area | ☐ Sidewalks |
| ☐ Exterior Walls | ☐ Exterior Windows | ☐ Other: _____ | |

"Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property and/or Common Areas or any legal or equitable interest of Landlord in Property and/or Common Areas, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources. Tenant's "Percentage Share" means the proportion that the floor area of Property bears to the floor area of the tenantable space in the building or complex. The floor area shall be measured on the basis of exterior dimensions except walls of Property which are common walls separating Property from premises occupied by other tenants. In such cases, floor area shall be measured from the centerline of the common wall. Tenant's Percentage Share in the Building or Complex is _____ percent (%).

D. Entire Agreement: This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.

E. Attorney's Fees and Costs of Collection: Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

F. Indemnification: Tenant agrees to indemnify and hold Landlord and Broker harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord or Broker with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.

G. No Partnership: Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

H. No Recordation: Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

I. Notices:

- (1) **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- (2) **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- (3) **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

J. Governing Law and Interpretation: This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

28. GAR Forms: The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

29. Beware of Cyber Fraud: Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

30. Exhibits. All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

☐ Exhibit "A" Legal Description

☐ Other _____

☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

☐ Additional Special Stipulations are attached.

By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

Authentication

ALL NATIONS SOCIETY OF ATLANTA INC

1 Tenant's Signature 06/09/2021 12:39:28 PM EDT

ALL NATIONS SOCIETY OF ATLANTA INC

Print or Type Name

06/09/2021

Date

Tenant's E-mail Address

2 Tenant's Signature

Print or Type Name

Date

Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

BERHANU & ASSOCIATES REALTY

Leasing Broker

Authentication

BERHANU NUNE

Broker/Affiliated Licensee Signature

BERHANU NUNE

Print or Type Name

GA Real Estate License #

678-887-4848

Licensee's Phone Number

Fax Number

Licensee's E-mail Address

REALTOR® Membership

BEN360HOMES@GMAIL.COM

Broker's Address

CLARKSTON

GA

30021

678-887-4848

Broker's Phone Number

Fax Number

MLS Office Code

Brokerage Firm License Number

Multiple Listing Number

Authentication

AMSSALE DENBEL

1 Landlord's Signature 06/09/2021 12:40:38 PM EDT

AMSSALE DENBEL

Print or Type Name

06/09/2021

Date

Landlord's E-mail Address

2 Landlord's Signature

Print or Type Name

Date

Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

Listing Broker/Affiliated Licensee Contact Information

BERHANU & ASSOCIATES REALTY

Listing Broker

Broker/Affiliated Licensee Signature

BERHANU NUNE

Print or Type Name

GA Real Estate License #

678-887-4848

Licensee's Phone Number

Fax Number

Licensee's Email Address

REALTOR® Membership

BEN360HOMES@GMAIL.COM

Broker's Address

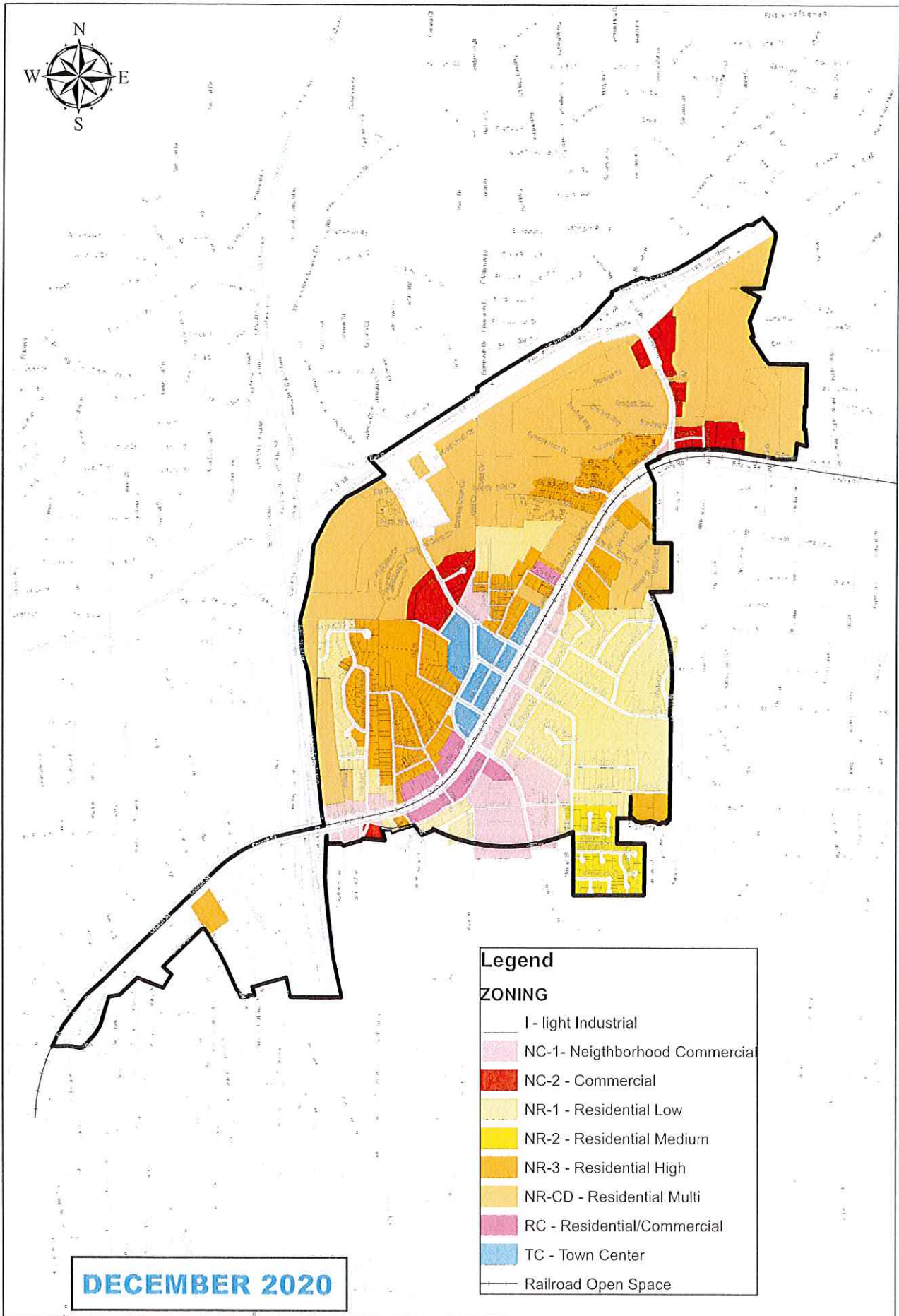
678-887-4848

Broker's Phone Number

Fax Number

MLS Office Code

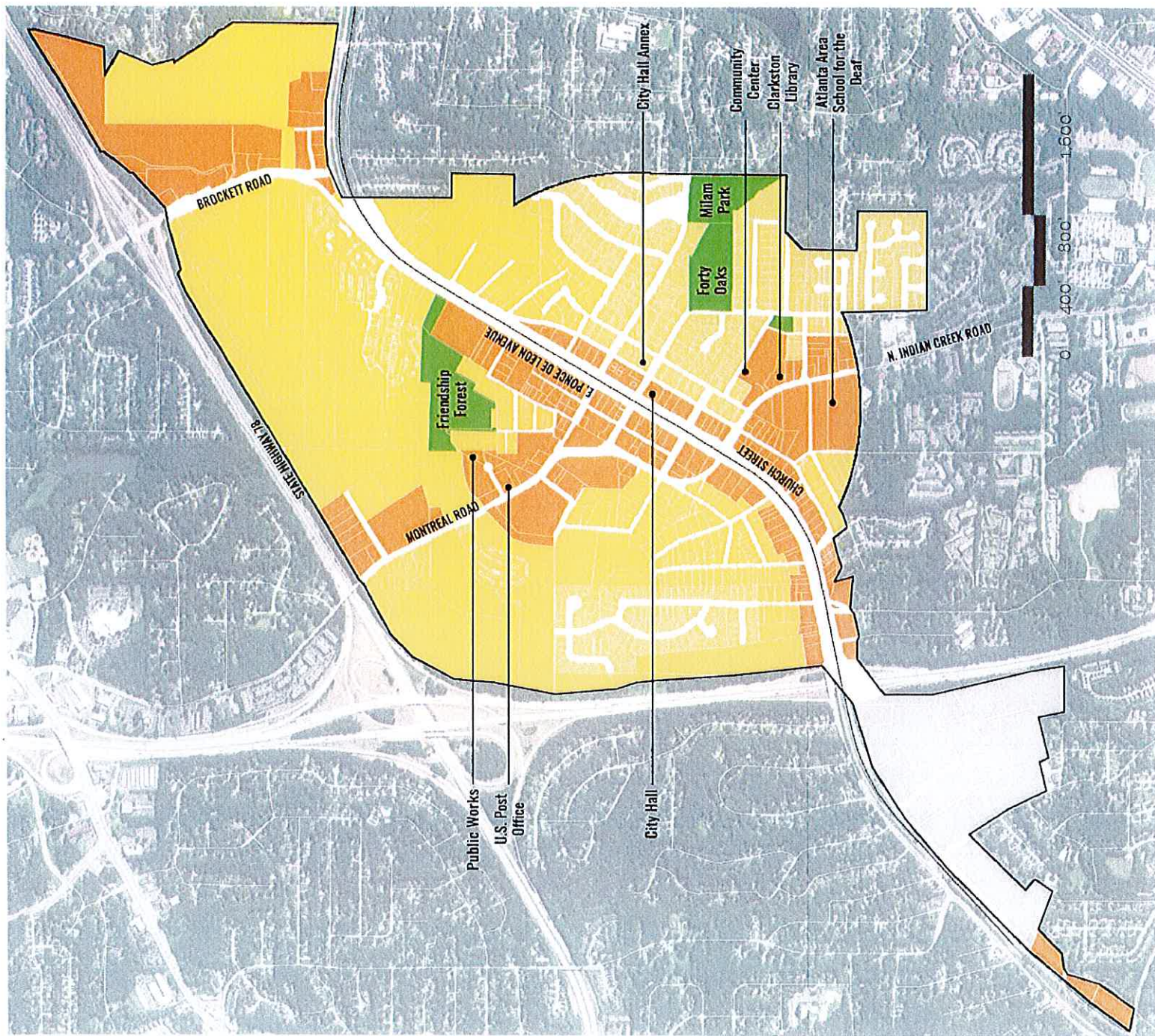
Brokerage Firm License Number

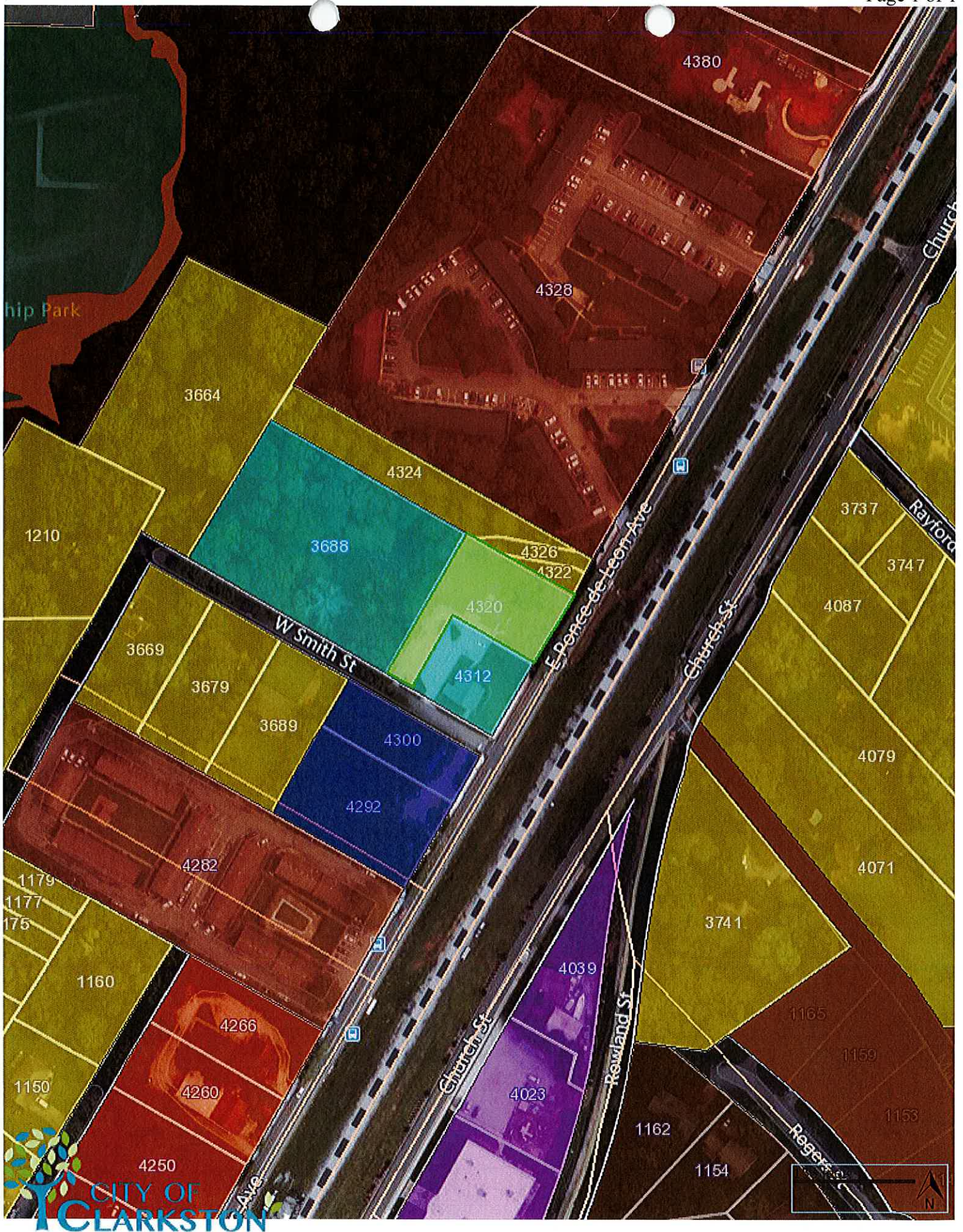


FUTURE LAND USE //

Legend

- Medium-Density
- Traditional Neighborhood Development
- Single-Family Home Areas
- Industrial
- Park/Open Space
- Clarkston City Limits





Property Detail Report for:



4320 E PONCE DE LEON AVE, CLARKSTON, GA, 30021-1847

Owner Information:

Owner Name: **DENBEL, AMSSALE NUNE, BERHANU**
 Mailing Address: **4237 DUNSTAN CT, STONE MOUNTAIN, GA, 30083-2448**
 Vesting Code: **ID** Vesting Code Desc:
 Owner Type:

Location Information:

Legal Description:
 County: **DE KALB** Parcel No. (APN): **18-119 -01-020**
 FIPS Code: **13089** Alternative APN:
 Census Trct/Blk: **022009 / 1** Legal Book/Page:
 Twnshp-Rnge-Sect: **- -** Map Ref:
 Legal Land Lot: School District:
 Legal Block:
 Subdivison:

Last Market Sale Information:

Recording Date: **1/26/2013** New Construction:
 Sale Date: **1/26/2013** 1st Mtg Amount: **\$**
 Sale Price: 1st Mtg Type:
 Price Per SF: 1st Mtg Doc No:
 Price Per Acre: Sale Doc No: **2013-002532**
 Deed Type: **WARRANTY DEED/DEED OF TRUST** Transfer Doc No: **2018-028043**
 Sale Type: **RESIDENTIAL RESALE**
 Title Company:
 Lender:
 Seller Name: **NUNE, BERHANU**

Last Transfer of Ownership:

Recording Date: **12/4/2018** Book Number: **27280**
 Document Number: **2018-028043** Page Number: **331**
 Doc. Type: **WD**

Prior Sale Information:

Recording Date: **01/28/2010** Sale Type: **RESIDENTIAL RESALE**
 Sale Date: **01/28/2010** Transfer Doc. No.: **2013-002532**
 Sale Price: **\$27,000** New Construction:
 Sale Doc. No.:
 Seller Name: **DEUTSCHE BANK RALI 2004QS7,**
 Title Company:
 Lender:

Property Characteristics:

Building Area (SF): **1,178** Total Rooms:
 No. of Units: Bedrooms: **2**
 No. of Stories: **1** Bathrooms:
 Yr Built/Effective: **1941 /** Basement: **YES**
 Condition: Basement Area (SF):
 Construction: **FRAME** Heat Type: **CENTRAL**
 Roof Type: **100660192_163902279** Air Cond Type: **CENTRAL**
 Roof Material: Fireplace:
 Parking Spaces: **0**

Site Information:

Zoning: **X** Assessor Acreage: **0.4**

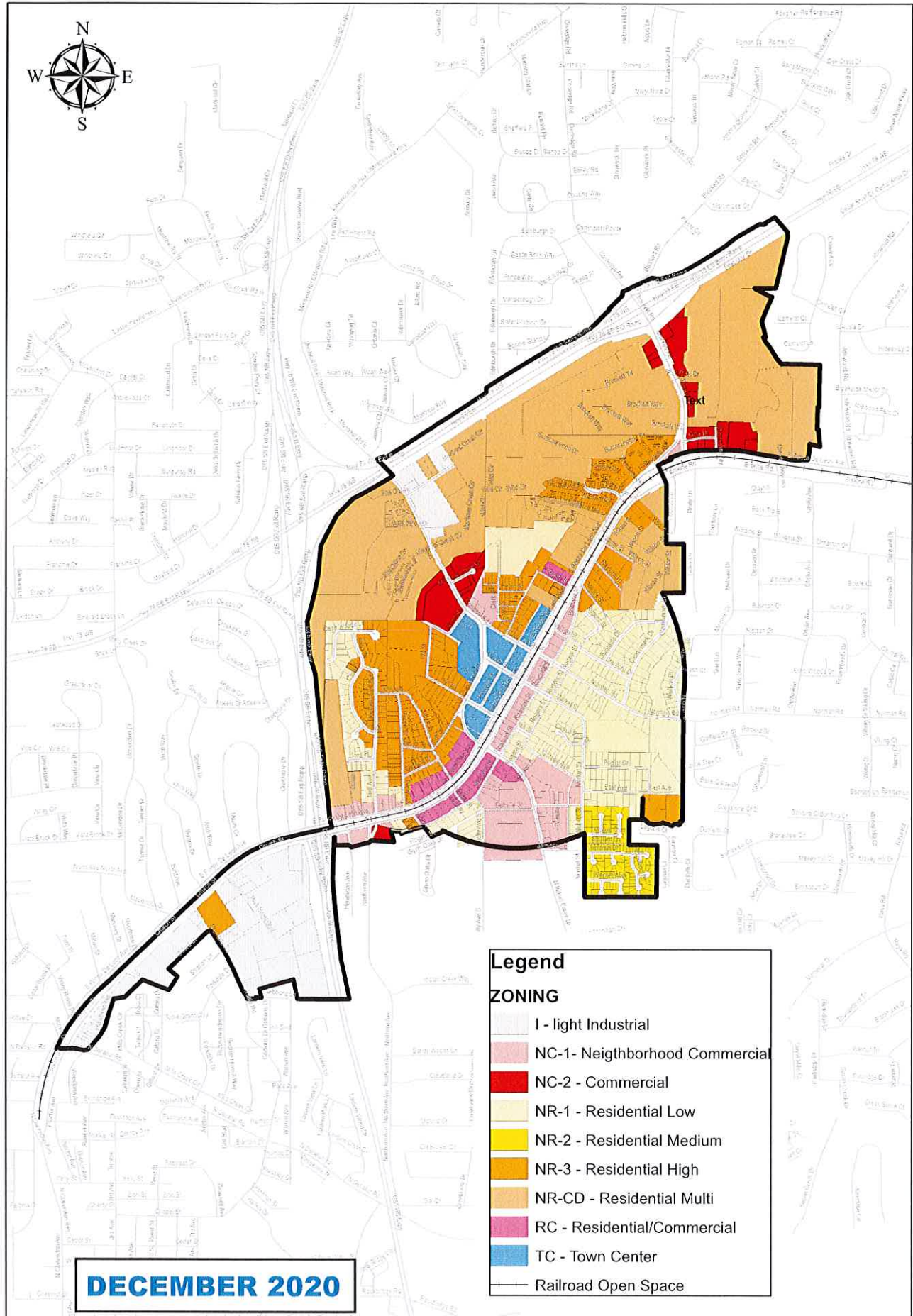
County Use Code:	101	Calculated Acreage:	0.45
County Use Code Desc:	RESIDENTIAL 1 FAMILY	Assessed Lot SF:	17,424
Land Use Code:	1001	Calculated Lot SF:	19,602
Land Use Desc:	SINGLE FAMILY RESIDENTIAL	Assessor Lot W/D:	/
Land Use Category:	RESIDENTIAL		
Topography:			

Tax and Value Information:

Assessed Year:	2020	Market Value Year:	2020	Tax Year:	2021
Total Assd. Value:	\$66,800	Land Market Value:	\$50,000	Tax Rate Code:	34
Land Value:	\$20,000	Market Imprv. Value:	\$117,000	Property Tax:	\$3,697
Improvement Value:	\$46,800	Total Market Value:	\$167,000	Tax Exemption:	
Improvement %:	70.05%	AVM Value:			

Hazard Information:

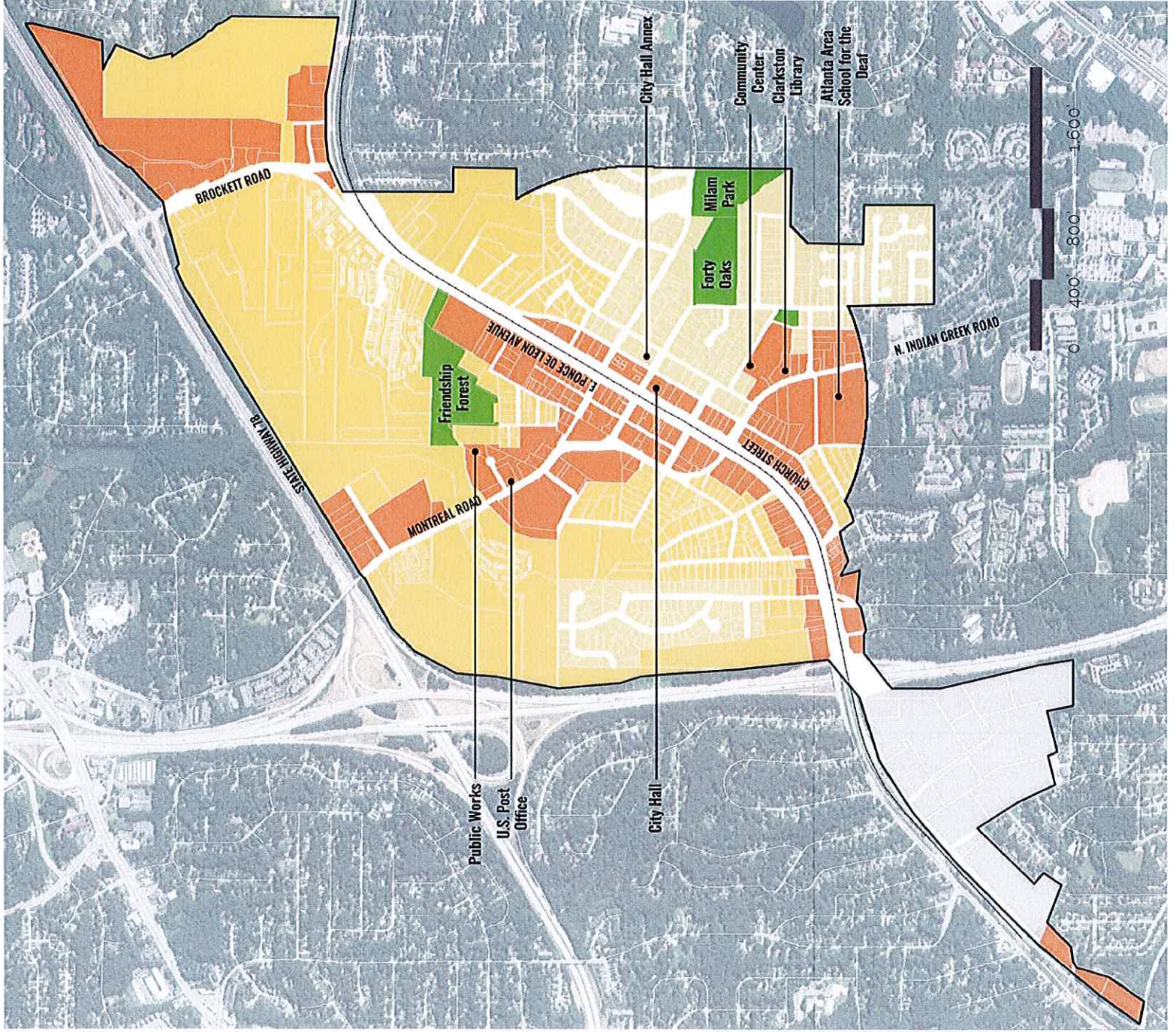
Flood Zone:		Wetland Type:	
Flood Panel:	13089C0078K	Wetland Classification:	
Flood Panel Date:	08/15/2019		



FUTURE LAND USE //

Legend

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



Sec. 705. - RC, residential/commercial district.

- (a) *Purpose and intent:* The RC zoning district is intended to allow converted residential structures with commercial uses to coexist with residential uses. Commercial uses will be limited in order to maintain the current balance and aesthetic in the surrounding area. Residences converted to office uses are acceptable when kept at current scale.
- (b) Permitted uses:
 - (1) Single-family detached residential dwellings.
 - (2) Multi-family residential dwellings, including condominiums and apartment buildings consisting of at least four (4) individual units.
 - (3) Assisted living, personal care, nursing and convalescent homes, and similar uses.
 - (4) Banks and financial institutions.
 - (5) Child care/daycare centers, pre-schools and similar establishments.
 - (6) Professional offices, including medical doctors, dentists, attorneys, chiropractic, veterinary (without boarding), accountants/tax professionals and other similar occupations.
 - (7) Personal service establishments including barber shops, hair salons, nail salons and other similar uses.
 - (8) Eating and drinking establishments, excluding drive-thru/drive-in fast food establishments.
 - (9) Accessory structures and uses incidental to any legal permitted use, including home occupations (when applicable).
 - (10) Accessory dwellings in compliance with section 603(n).
- (c) *Conditional uses:*
 - (1) Places of assembly, including religious institutions, provided:
 - a. Lighting shall be established in such a way that no direct light shall cast over any property line nor adversely affect neighboring properties.
 - b. Any building or structure established in connection with such use must be set back no less than fifty (50) feet from any property line.
 - (2) Bed and breakfast inns, provided:
 - a. The facility is operated by the resident-owner.
 - b. The building and lot meet all applicable city and state code regulations, including minimum lot standards.
 - c. A minimum of one (1) parking space per rental room is provided in addition to those required for the resident.
 - d. The structure contains a minimum two thousand (2,000) square feet of gross heated floor area.
 - (3) Boarding and rooming houses, with a maximum of ten (10) beds per one thousand five hundred (1,500) square feet of heated floor area.
- (d) *Accessory uses/structures:*
 - (1) All such structures shall be located upon the same lot and to the side or rear of the principal use at least ten (10) feet from side or rear lot lines or within the side-or-rear-yard setback, whichever is greater. In cases of corner lots, the accessory structure may not be closer to any right-of-way than the principal building.

- (2) When an accessory structure is attached to the principal building in any manner, it shall be deemed part of the principal structure and subject to all bulk and area requirements of same.
- (3) Any accessory building in excess of one thousand (1,000) square feet of gross space must be at least ten (10) feet from any property line and shall be architecturally compatible with the principal structure.
- (4) No accessory structure shall be constructed upon a lot before the principal building.
- (5) No accessory structure may exceed the more restrictive of either fifteen (15) feet or the height of the principal building.
- (6) The area of the accessory building's footprint may not exceed fifty (50) percent that of the principal structure.
- (7) Swimming pools must be enclosed by a fence not less than six (6) feet in height with a self-closing, self-latching gate and must comply with all applicable safety and health ordinances.

(e) *Use limitations:*

- (1) No outdoor storage is permitted.
- (2) No uses which emit odors, fumes or continuous loud noise are permitted.
- (3) No kennels are permitted within veterinary clinics.
- (4) Building design and materials may be of the owner's choosing; however, structures which utilize metal siding shall be constructed with brick, stone, rock or wood covering any facade of the building facing a roadway.

(f) *Bulk and area regulations:*

Floor Area Ratio (FAR) (Residential, Max.)	0.5
Floor Area Ratio (FAR) (Non-Residential, Max.)	0.5
Floor Area Ratio (FAR) (Total, Max.)	1
Min. Residential Unit Size (finished, heated floor are)	800 sq. ft.
Building Coverage (Max, a % of lot area)	50%
Min. Open Space	20%
Max. Building Height	35'
Min. Lot Size	7,200 sq. ft.
Min. Lot Width	50'
Minimum Front Yard Setback: Local Street	15'

Minimum Side Yard Setback	7'
Minimum Rear Yard Setback	20'

(g) *Buffer requirements:*

- (1) When a single-family residential use in the RC district directly abuts the NC-2 or TC district, a twenty-foot landscaped buffer shall be required.
- (2) There shall be no buffer required between residential and non-residential uses contained wholly within the RC district.

(Ord. No. 375, § 8(Attach.), 10-1-13; [Ord. No. 417](#), § 7, 12-5-17)

Sec. 703. - NR-3, high-density neighborhood residential district.

- (a) *Purpose and intent:* The NR-3 zoning district is intended for single-family and multi-family residences at a greater density on smaller lots in order to provide for a variety of housing types, including townhomes, cluster homes and condominiums. This district may also serve as a transitional zone between light commercial/office uses and districts reserved for lower density single-family uses.
- (b) *Permitted uses:*
 - (1) Single-family detached residential dwellings.
 - (2) Multi-family residential dwellings.
 - a. Duplexes.
 - b. Triplexes.
 - (3) Townhomes, provided:
 - a. For all developments containing eight (8) units or more, a mandatory homeowners association shall be created that will be responsible for the upkeep and maintenance of all front yards and common areas including all fencing, landscaping, amenities and buffers, and shall include architectural control oversights for the development.
 - b. The development shall be constructed and governed in conformity with the requirements of the Georgia Condominium Act (O.C.G.A. § 44-3-70 et seq.). A declaration of condominium shall be submitted and recorded in compliance of this act.
 - c. All townhouses shall have two-car garages, and the parking pads/driveway in front of the garage shall be a minimum of twenty (20) feet in length in order to accommodate two (2) additional cars. The garages shall be used for the parking and storage of vehicles and may not be enclosed to provide for additional residential space. A recital of this requirement shall be contained within the covenants to ensure enforcement.
 - d. A guest parking area shall be provided at a ratio of two-tenths (0.2) spaces per dwelling unit.
 - e. A recreation area shall be provided at a ratio of one (1) acre per fifty (50) units (or a proportional percentage thereof) with a minimum of ten thousand (10,000) square feet provided. Such area shall be developed with at least one (1) passive recreational feature, such as a walking trail, pavilion, gazebo or picnic area, and at least one (1) active recreational feature, such as a swimming pool, playground or tennis courts. Active recreational areas must be outside of any floodplain area and located in such a manner that at least seventy-five (75) percent of the townhouses are within three hundred (300) feet, as measured from the building footprints. All recreation areas must meet ADA requirements for accessibility.
 - (4) Accessory structures and uses incidental to any legal permitted use, including home occupations.
 - (5) Accessory dwellings in compliance with section 603(n).
- (c) *Conditional uses:*
 - (1) Places of assembly, including religious institutions, provided:
 - a. Lighting shall be established in such a way that no direct light shall cast over any property line nor adversely affect neighboring properties.
 - b. Any building or structure established in connection with such use must be set back no less than fifty (50) feet from any property line.
- (d) *Accessory structures/uses:*

- (1) All such structures shall be located upon the same lot and to the side or rear of the principal use at least ten (10) feet from side or rear lot lines or within the side-or-rear-yard setback, whichever is greater. In cases of corner lots, the accessory structure may not be closer to any right-of-way than the principal building.
 - (2) When an accessory structure is attached to the principal building in any manner, it shall be deemed part of the principal structure and subject to all bulk and area requirements of same.
 - (3) No accessory structure shall be constructed upon a lot before the principal building.
 - (4) Accessory structures greater than fifteen (15) feet in height, but less than thirty-five (35) feet in height, must be set back at least ten (10) feet from the side property line, and must be set back from the rear property line a distance of thirty (30) feet, or a distance equal to the height of the structure, whichever is less.
 - (5) The area of the accessory building's footprint may not exceed five (50) percent that of the principal structure.
 - (6) Swimming pools must be enclosed by a fence not less than six (6) feet in height with a self-closing, self-latching gate and must comply with all applicable safety and health ordinances.
 - (7) Heating and air conditioning units may encroach five (5) feet into the required rear or side setback.
- (e) *Use limitations:*
- (1) All outdoor storage must be stored in a side or rear yard and screened from all streets and adjacent properties by a wood fence at least six (6) feet in height. The city planner may approve the substitution of plantings for the required fence.
 - (2) Unenclosed carports and front porches may not be used for storing any materials other than firewood or recyclable materials within a city approved container.
 - (3) Minimum parking provided shall be two (2) spaces per dwelling unit.

(f) *Bulk and area regulations:*

Floor Area Ratio (FAR) (Max.)	0.4
Min. Residential Unit Size (finished, heated floor area)	800 sq. ft.
Building Coverage (Max, a % of lot area)	50%
Min. Open Space	N/A
Max. Building Height	35'
Min. Lot Size	5,000 sq. ft.
Min. Lot Width	50'
Minimum Front Yard Setback	15'

Minimum Side Yard Setback	5'
Minimum Rear Yard Setback	20'

(g) *Buffer requirements:*

- (1) When attached single-family housing, duplex or triplex housing directly abuts the NR-1 or NR-2 districts, a twenty-foot landscaped buffer shall be required.

(Ord. No. 375, § 8(Attach.), 10-1-13; [Ord. No. 417](#), § 5, 12-5-17)

CITY OF CLARKSTON

ITEM NO: 8B

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: May 3, 2022

ACTION TYPE:

Approval

SUBJECT: Approval of ARPA allocations.

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve allocating ARPA funds.

NEED/ IMPACT:

To date the City of Clarkston has allocated \$2,220,354.52 in ARPA funds to business assistance, rental assistance, mortgage assistance, utility assistance, quarantine income loss, COVID-19 At Home Tests kits (with supplemental cost coverages), food assistance, payroll (hazard pay-allocation for 2022), health initiatives, communication/marketing, PPE, computer equipment, technology (including a new Open Records Requests System) calisthenic and park equipment with upgrades and a payment on a police vehicle. Assessing the needs of city administration for staffing and program initiatives, the following are requests for ARPA funding a Receptionist, Finance Assistant, and a Grants Administrator.

Approved/Pending Memorandum of Understandings

Georgia State University-Community Assessment Translation Services \$30,000

Fresh Harvest \$40,000

Good Samaritan Lutheran Ministries \$17,925

CDF Story Walk \$28,405.52

Burmese Rohingya Community \$25,000

RECOMMENDATION:

N/A

City of Clarkston
Proposed Allocation of ARPA Funding for Clarkston \$2,359,557.50

Item	Description	Original Allocation Amount as of 09/07/2021	Allocation Adjustments 10/5/2021 Council Meeting	Allocation Adjustment 12/7/2021 Council Meeting	Allocation Adjustment 01/11/2022 Council Meeting	Allocation Adjustment 02/01/2022 Council Meeting	Allocation Adjustments to be Made	Total Allocations Amount as of 04/01/2022	FY 2021 Amount Spent to Date as of 12/31/2021	FY 2022 Amount Spent to Date as of 03/30/2022	Total Cumulative Spent	Allocated Amount Still Available to Spend
	Total Funds Available	\$ 2,359,557.50						2,359,557.50				
Business Assistance	Provide assistance for Clarkston local businesses related to COVID-19. The assistance will cover business enhancement expenses, not to exceed \$15,000 per applicant. Applicants must meet requirements defined by the City Manager.	150,000.00						150,000.00	5,000.00	33,804.15	38,804.15	111,195.85
Rental Assistance	Provide rental assistances for Clarkston residents. Applicants must meet the same requirements and documentation used for the last COVID-19 distribution in 2020. The assistance will cover rental expenses not to exceed 3 months or \$3,000.	350,000.00	150,000.00					500,000.00	501,392.00	(3,000.00)	498,392.00	1,608.00
Mortgage Assistance	Provide mortgage assistance for Clarkston residents. Applicants must meet the same requirements used for the last COVID-19 distribution in 2020. The assistance will cover mortgage expenses not to exceed 3 months or \$3,000.	50,000.00	(25,000.00)					25,000.00	8,176.56		8,176.56	16,823.44
Utility Assistance	Provide Utility assistance for Clarkston residents. Applicants must meet the same requirements used for the last COVID-19 distribution in 2020. The assistance will cover utility expenses for water/sewer, electric and gas not to exceed 3 months utilities or \$1,000.	50,000.00	(25,000.00)					25,000.00	12,113.58	836.27	12,949.85	12,050.15
Quarantine Income Loss	Provide assistance to Clarkston residents who lost income due to quarantine restrictions of Covid19.					100,000.00		100,000.00			-	100,000.00
Covid19 Rapid Test Kits	Covid19 Rapid Test Kits				100,000.00		6,000.00	106,000.00	-	105,806.00	105,806.00	194.00
Food Assistance	Food Distribution, etc	50,000.00		15,000.00			25,000.00	90,000.00	49,537.86	12,360.92	61,898.78	28,101.22
Payroll	10% hazard pay	250,000.00					164,000.00	414,000.00	188,944.15	44,931.97	233,876.12	180,123.88
Health	Medical, vaccines, incentivize-gift cards,	75,000.00						75,000.00	10,243.94	16,000.00	26,243.94	48,756.06
Health	Added Vaccine Gift Cards to incentivize getting Vaccines 9/7/2021	55,000.00						55,000.00	33,022.45	21,180.00	54,202.45	797.55
Communications/Marketing	Communications/Marketing Allocations 9/7/2021-Includes VC3 to add automated website email notifications to citizens annually @ \$1,788/yr	10,000.00						10,000.00	2,059.47		2,059.47	7,940.53
PPE	gloves, sanitizer, masks	25,000.00						25,000.00	5,052.86	35.00	5,087.86	19,912.14
Equipment	signage, banners, safety	25,000.00	40,400.00					65,400.00	61,706.82	2,382.82	64,089.64	1,310.36
TECHNOLOGY	wifi, laptops, accessibility, council/court chambers	50,000.00	25,000.00				4,893.00	79,893.00	74,371.61	4,893.00	79,264.61	628.39
MOU-GA State University	Community Assessment Translation By Georgia State University						30,000.00	30,000.00			-	30,000.00
Calesthenic and Park Equipment	Calesthenic and Park Equipment Upgrades				27,000.00			27,000.00			-	27,000.00
Temporary Staffing	Temporary Staffing Receptionist Position for 2 years						88,741.00	88,741.00				88,741.00
Finance Staffing	Additional Staff Person Finance Department for 2 years						130,000.00	130,000.00				130,000.00
Grants Administrator	Grants Administrator-Contract Position for 2 years at \$45000/yr						90,000.00	90,000.00				90,000.00
MOU-Fresh Harvest	MOU-Fresh Harvest for Food Delivery Services to Low Income and largely vaccine-hesitant population					40,000.00		40,000.00		40,000.00	40,000.00	-
MOU-Good Samaritan Lutheran Ministries	MOU-Good Samaritan Lutheran Ministries for Clarkston Refugee Housing Assistance & Vaccine Access		17,925.00					17,925.00	6,873.00		6,873.00	11,052.00
MOU-CDF Story Walk	MOU-CDF Action for Clarkston Story Walk at Friendship Forest Wild Life Sanctuary to assist persons residing in Clarkston that have been adversely impacted by Covid19. CDF Action \$6,370 for start-up/launch and \$22,035.52 for 30 display stands to be ordered by the City of Clarkston		28,405.52					28,405.52	6,370.00	19,178.59	25,548.59	2,856.93
MOU-Burmese Rohingya Community	MOU-Burmese Rohingya Community of Georgia (BRCCG) - to implement the BRCCG Food and Family Support and Assistance Project to assist persons residing in Clarkston that been adversely affected by the coronavirus.		25,000.00					25,000.00	25,000.00	-	25,000.00	-
Police Vehicle	2015 FORD F150 - Police Vehicle		23,000.00					23,000.00	23,000.00	-	23,000.00	-
Total City Council Allocations for the above funds are covered until the November Council Meeting.		1,140,000.00	259,730.52	15,000.00	127,000.00	140,000.00	538,634.00	2,220,364.52	1,012,864.30	298,408.72	1,311,273.02	909,091.50
Allocation of remaining funding will be voted by the City Council as new project are defined by the City Council.		1,219,557.50	959,826.98	944,826.98	817,826.98	677,826.98	139,192.98	139,192.98	Total Still Available to be Spent			1,048,284.48
		2,359,557.50						2,359,557.50				