



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Awet Eyasu

Yterenickia Bell

Laura Hopkins

Jamie Carroll

Susan Hood

Dan Defnall, Acting City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, August 29, 2023 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

5. OLD BUSINESS

6. NEW BUSINESS

- A. To discuss a resolution disavowing the reported contract with Human Resources Dimensions, Inc.
- B. To discuss a resolution disavowing the reported contract with PivotPath, LLC.
- C. To discuss a resolution disavowing the reported contract with ProLogic ITS, LLC.
- D. To discuss a resolution approving an agreement with Integrated Science & Engineering, Inc. to conduct the Clarkston Stormwater Utility Digest Review.
- E. To discuss a resolution approving an agreement with CSX Transportation, Inc. for the Realignment of Northern Ave. to Mell Ave. at Church St.
- F. To discuss a resolution consenting to the Dekalb County Housing Authority to exercise powers for financing a proposed Multifamily Housing Project at 1086 Montreal Road.
- G. To discuss an application by AM United, LLC DBA M Mart for an Alcohol License at 926 Montreal Rd., Ste. A, Clarkston, GA 30021 (formerly Thriftdown) due to change of ownership.
- H. To discuss allocating \$250,000 of ARPA funds to serve as seed money for the Downtown Development Authority from now until December 2026.
- I. To discuss increasing ARPA allocations for the Weatherization Program.
- J. To discuss the SPLOST II Projects.

7. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, August 29, 2023. The public may participate in the meeting in-person or by using the following information below:

<https://us02web.zoom.us/j/84949835050?pwd=RjZNMU5FMngxN1Iyb1RtK1dtZjRtQT09>

Dial by your location

- +1 312 626 6799 US (Chicago)
 - +1 646 558 8656 US (New York)
 - +1 301 715 8592 US (Washington DC)
 - +1 669 900 9128 US (San Jose)
 - +1 253 215 8782 US (Tacoma)
 - +1 346 248 7799 US (Houston)
- Meeting ID: 849 4983 5050

Find your local number: <https://us02web.zoom.us/j/84949835050>

CITY OF CLARKSTON

ITEM NO: 6A

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: August 29, 2023

SUBJECT: Review/Discuss a resolution disavowing the reported contract with Human Resources Dimensions, Inc.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

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

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

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CLARKSTON TO DISAVOW THE REPORTED CONTRACT WITH HUMAN RESOURCES DIMENSIONS, INC. FOR HUMAN RESOURCES CONSULTING SERVICES AND TO DIRECT THAT THIS NEED BE ADDRESSED THROUGH THE CITY'S ADOPTED PROCEDURES FOR PROCUREMENT.

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the City Manager is directed to promptly solicit bids or proposals to address the City's need for human resources consulting services and to present the results of said solicitation to the City Council at its August work session for action at its September regular meeting.

BE IT FURTHER RESOLVED that Human Resources Dimensions, Inc. is encouraged to respond to the City's solicitation for human resources consulting services with a bid or proposal.

BE IT FURTHER RESOLVED that the City Attorney is directed to contact Human Resources Dimensions, Inc. to make them aware of this resolution as well as their opportunity to submit a bid or proposal in response to the City's solicitation for human resources consulting services.

SO RESOLVED this ____ day of _____, 2023.

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

Mayor Beverly H. Burks

Attest:

Tomika R. Mitchell
City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn
City Attorney



Human Resources Partnership

Bill To:

The City of Clarkston
Dan Defnall
ddefnall@cityofclarkston.com

Terms

Net 30

Date _____

8/21/2023

Invoice #

20231127

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

Phone #

7708570002

E-mail

accounting@hrdracc.com

Total

\$9,600.00

Payments/Credits

\$0.00

Balance Due

\$9,600.00

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



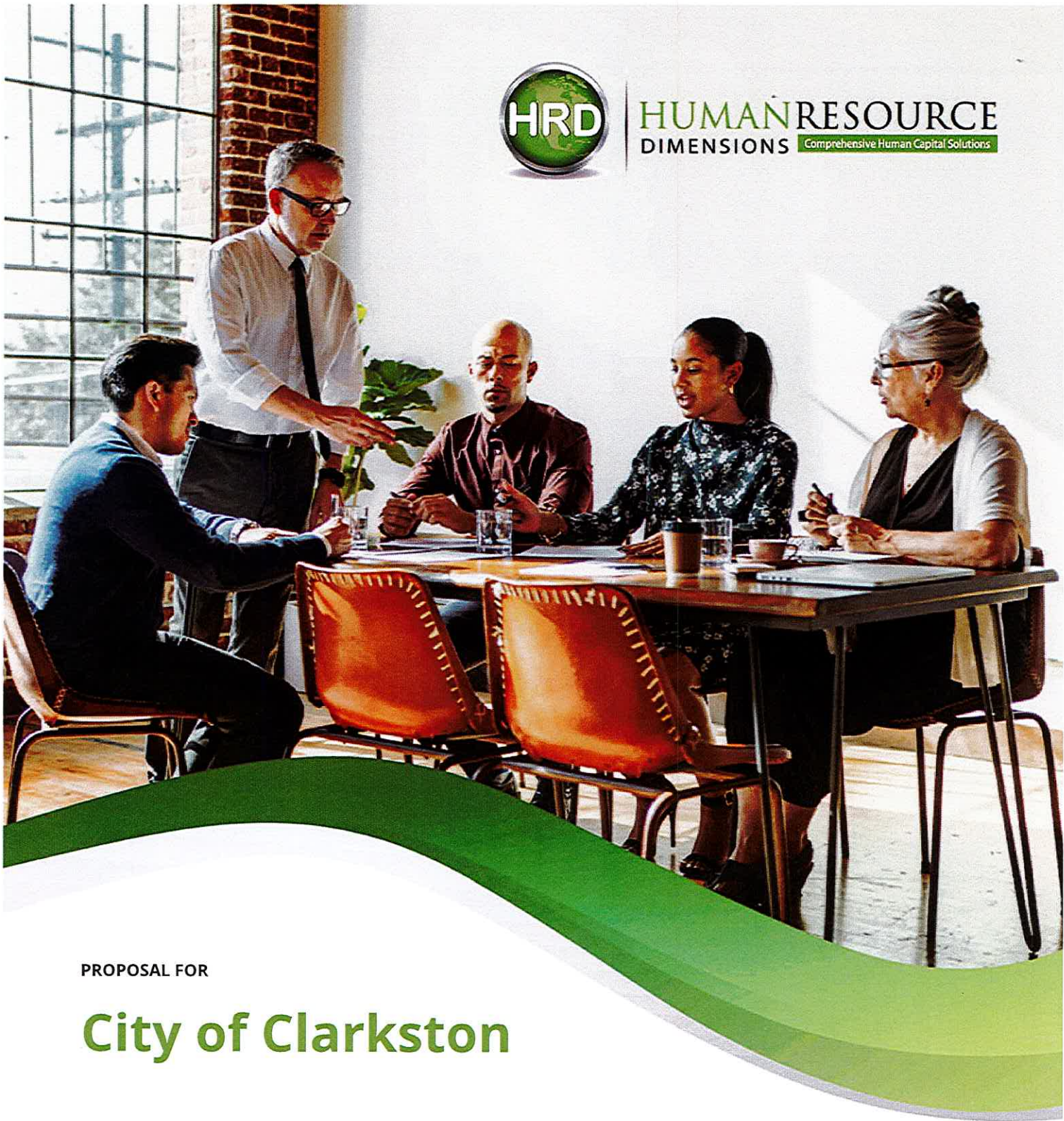
Human Resources Partnership

20231122

3,200.00

\$3,200.00

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



HUMAN RESOURCE
DIMENSIONS Comprehensive Human Capital Solutions

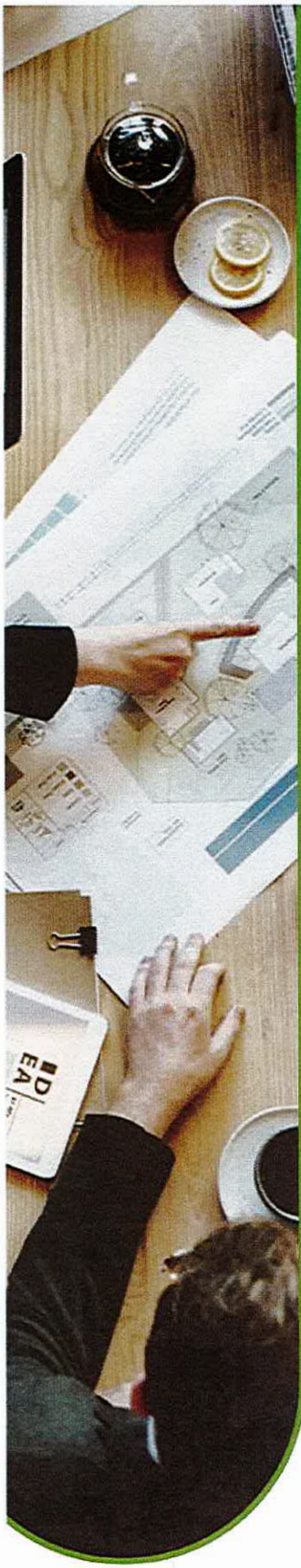
PROPOSAL FOR

City of Clarkston

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

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

July 05, 2023



DEAR SHAWANNA,

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

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

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

Sincerely,

Kris Viscio

Kris Viscio, *Director, Human Resource Partnerships*



About Us

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

HUMAN CAPITAL PARTNERSHIP

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

FIRM CAPABILITIES



HR Consulting Services

- HR Outsourcing
- HR Consulting
- Specialized HR Services



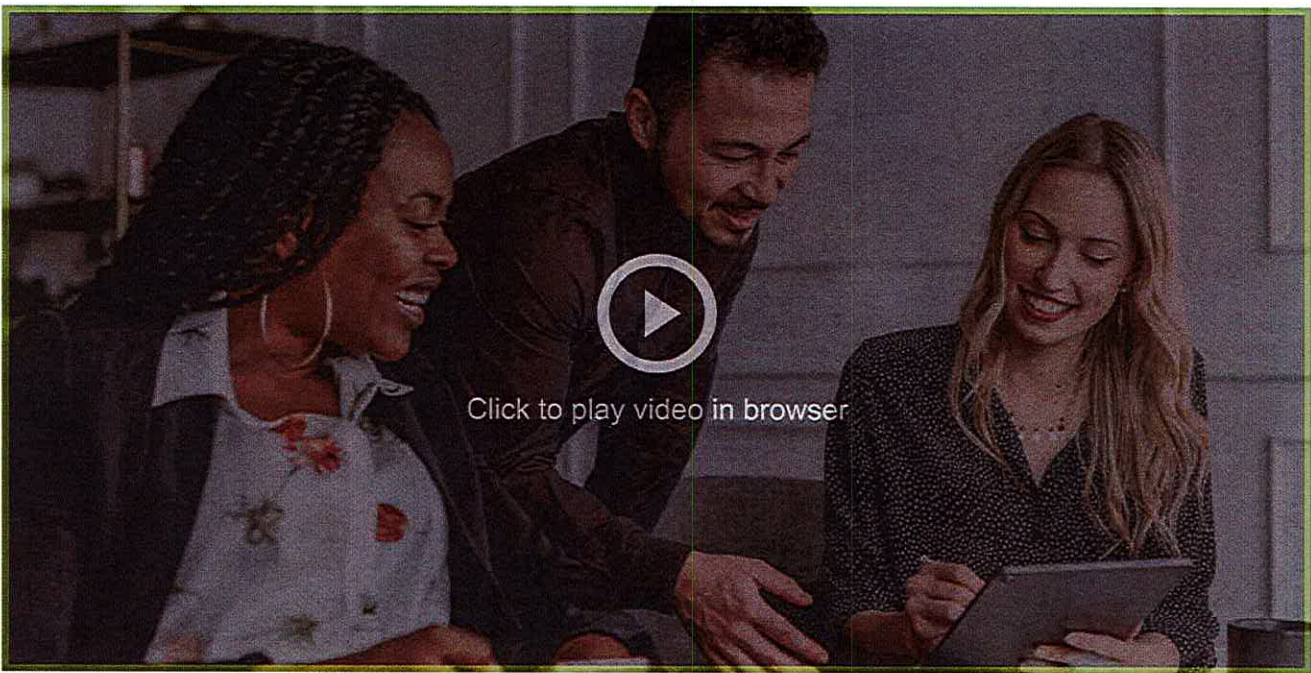
Talent Optimization Services

- Performance Management
- Team Alignment
- Organizational Design



Talent Acquisition Services

- Executive Search
- Supplemental Staffing
- Recruitment Process Outsourcing





CORPORATE CULTURAL ASSESSMENT

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

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

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

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

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



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

PHASE I: DATA GATHERING

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

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

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

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

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

PHASE II: DATA ANALYSIS & REPORT DEVELOPMENT

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

PHASE III: PRESENTATION TO KEY STAKEHOLDERS

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

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

PHASE IV: PATH FORWARD



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

PHASE V: TIMING & COMMUNICATION

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

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

OUR PROCESS

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

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



Your Investment

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



Next Steps

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

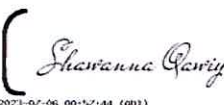


Human Resource Dimensions


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

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

City of Clarkston


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

Shawanna Qawiy, *City Manager*



hrdracc.com

CITY OF CLARKSTON

ITEM NO: 6B

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: August 29, 2023

SUBJECT: Review/Discuss a resolution disavowing the reported contract with PivotPath, LLC.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

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

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

RECOMMENDATION: N/A

RESOLUTION NO. _____

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the City Manager is directed to promptly solicit bids or proposals to address the City's need for communications services and to present the results of said solicitation to the City Council at its August work session for action at its September regular meeting.

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

BE IT FURTHER RESOLVED that the City Attorney is directed to contact PivotPath, LLC to make them aware of this resolution as well as their opportunity to submit a bid or proposal in response to the City's solicitation for communications services.

SO RESOLVED this ____ day of _____, 2023.

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

Mayor Beverly H. Burks

Attest:

Tomika Mitchell
City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn
City Attorney



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

MASTER SERVICES AGREEMENT

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

Additional Services, Project Changes

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

Expenses

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

Payment - Project Amount \$59,200 USD

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

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

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



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

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

Suppliers

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

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

Legal Clearances and Indemnification

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

Liability of Agency

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



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

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

Term and Termination

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

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

Governing Law; Jurisdiction

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



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

STATEMENT OF WORK

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

Scope of Work: Marketing, Communications and Public Relations Services

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

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

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

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

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

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

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



PIVOT·PATH

MARKETING STRATEGISTS AND CREATIVE STORYTELLERS.

STATEMENT OF WORK

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

Miscellaneous

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

Shawanna Qawiy

Client Representative/Name

Shawanna Qawiy, City Manager

Client Representative Signature

July 7, 2023

Date

Elizabeth M'balu Oke

PivotPath Representative



PivotPath Representative Signature

3 June 2023

Date

PivotPath, LLC

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

**INVOICE**

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

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

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

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

July 2023 services

BALANCE DUE

USD 11,007.50

CITY OF CLARKSTON

ITEM NO: 6C

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: August 29, 2023

SUBJECT: Review/Discuss a resolution disavowing the reported contract with Prologistics ITS, LLC.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

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

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

RECOMMENDATION: N/A

RESOLUTION NO. _____

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the City Manager is directed to promptly solicit bids or proposals to address the City's need for security camera equipment and installation services and to present the results of said solicitation to the City Council at its August work session for action at its September regular meeting.

BE IT FURTHER RESOLVED that ProLogic ITS, LLC is encouraged to respond to the City's solicitation for security camera equipment and installation services with a bid or proposal.

BE IT FURTHER RESOLVED that the City Attorney is directed to contact ProLogic ITS, LLC to make them aware of this resolution as well as their opportunity to submit a bid or proposal in response to the City's solicitation for security camera equipment and installation services.

SO RESOLVED this _____ day of _____, 2023.

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

Mayor Beverly H. Burks

Attest:

Tomika Mitchell
City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn
City Attorney



TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

City of Clarkston-Other-1

Quote # 005651
Version 1

Quote Prepared for:

City of Clarkston

Christine Hudson
chudson@cityofclarkston.com

Prepared by:

ProLogic ITS LLC

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

WWW.PROLOGICITS.COM

Products

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

Products

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

Subtotal: **\$7,312.42**

ProLogic Services

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

Subtotal: **\$12,111.42**

City of Clarkston-Other-1

Prepared for:

City of Clarkston

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

Bill To:

City of Clarkston

Christine Hudson
3921 Church St
Clarkston, Georgia 30021

Ship To:

City of Clarkston

Christine Hudson
3921 Church St
Clarkston, Georgia 30021

Quote Information:

Quote #: 005651

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

Quote Summary

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

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

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

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

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

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

City of Clarkston

Signature: Shawanna Qawiy

Name: Shawanna Qawiy

Title: City Manager

Date: 7/6/23

CITY OF CLARKSTON

ITEM NO: 6D

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: August 29, 2023

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

PUBLIC HEARING: ☐ YES ☒ NO

DEPARTMENT: CITY ADMINISTRATION

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

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

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

RECOMMENDATION: N/A

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

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

Project: Clarkston Stormwater Utility Digest Review

Background Information:

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

Scope of Work:

Task 1 - Parcel Mapping

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

Task 2 - Establish Impervious Surface Area Database

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

WORK AUTHORIZATION

Task 3 - User Fee File Development

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

Optional Task 4 - UAS Aerial Imagery

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

Schedule:

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

Fee Estimate:

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

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

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

WORK AUTHORIZATION

Authorization:

Authorized by: _____

Title: _____

Print Name: _____

Date: _____

Terms and Conditions Included

WORK AUTHORIZATION

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WORK AUTHORIZATION

UNIT RATES – 2023 BILLING RATES

Integrated Science & Engineering, Inc.

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

CITY OF CLARKSTON

ITEM NO: 6E

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: August 29, 2023

SUBJECT: Review/Discuss resolution approving an agreement with CSX Transportation, Inc. for the Realignment of Northern Ave. to Mell Ave. at Church St.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

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

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

RECOMMENDATION: N/A

PRELIMINARY ENGINEERING AGREEMENT

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

EXPLANATORY STATEMENT

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

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

1. Scope of Work

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

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

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

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

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

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

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

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

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

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

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

The City of Clarkston

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Todd Allton
Project Manager II – Public Projects

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

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

PRELIMINARY ENGINEERING:

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

CONSTRUCTION ENGINEERING/INSPECTION:

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

FLAGGING SERVICE: (Contract Labor)

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

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 20,750

CONTINGENCIES: 10.00% of construction costs only

\$ -

PROJECT TOTAL:

\$ 20,750

CURRENT AUTHORIZED BUDGET:

\$ -

TOTAL SUPPLEMENT REQUESTED:

\$ 20,750

DIVISION OF COST:

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

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

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

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Incorporated

Approved by: 0 CSXT Public Project Group

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

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

CSXT Schedule PA

PAYMENT SUBMISSION FORM

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

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

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

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

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

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

OR

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

Submit Payment to:

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

**Acct # 1219082172
ACH ABA# 267084199**

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

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

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

Sponsor Name

Payment Date

Check #

Amount

CITY OF CLARKSTON

ITEM NO: 6F

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: August 29, 2023

SUBJECT: Review/Discuss a resolution consenting to the Dekalb County Housing Authority to exercise powers for financing a proposed Multifamily Housing Project at 1086 Montreal Road.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

PURPOSE: To consent to the Dekalb County Housing Authority to exercise powers for financing a proposed Multifamily Housing Project at 1086 Montreal Road.

NEED/ IMPACT: That the Authority issue revenue bonds to finance the Project located within boundaries of the City.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CLARKSTON,
GEORGIA, CONSENTING TO THE HOUSING AUTHORITY OF THE COUNTY OF
DEKALB, GEORGIA, EXERCISING ITS POWERS WITHIN THE CITY OF
CLARKSTON FOR THE PURPOSE OF FINANCING A PROPOSED MULTIFAMILY
HOUSING PROJECT AT 1086 MONTREAL ROAD.**

WHEREAS, the Mayor and Council (“City Council”) of the City of Clarkston, Georgia (the “City”), have been informed by representatives of Montreal Preservation LLC, a Georgia limited liability company (which together with any successor(s) or assignee(s) is hereinafter referred to as the “Borrower”) that the Borrower proposes the acquisition, renovation, installation and equipping of an existing multifamily housing project, consisting of approximately 168 units and located at 1086 Montreal Road, Clarkston, Georgia 30021, said project to consist of certain land, buildings, structures, equipment and related real and personal property (collectively, the “Project”) and that the availability of revenue bond financing is an important factor under consideration by the Borrower in determining the feasibility of the acquisition, renovation and installation of the proposed Project from a financial standpoint; and

WHEREAS, the Housing Authority of the City of Clarkston has been deactivated; and

WHEREAS, the Housing Authorities Law of the State of Georgia (O.C.G.A. Section 8-3-1 *et seq.*), as amended (the “Act”) and specifically O.C.G.A. Section 8-3-110 provides that the area of operation of a housing authority created for a county shall include all of the county for which it was created provided that a county housing authority shall not undertake any housing project within the boundaries of a city unless a resolution shall have been adopted by the governing body of such city declaring that there is a need for the county housing authority to exercise its powers within such city (the “City Consent Resolution”); and

WHEREAS, the Housing Authority of the County of DeKalb, Georgia (the “Authority”) has indicated its willingness to issue revenue bonds on behalf of the Borrower to finance the Project conditioned upon the receipt of a City Consent Resolution adopted by City Council; and

WHEREAS, after careful study and investigation of the nature of the proposed Project and as required by the Act, City Council has determined that it is in the best interest of the inhabitants of the City that the Authority issue revenue bonds to finance the Project located within boundaries of the City.

NOW, THEREFORE, BE IT RESOLVED by the MAYOR AND COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, and IT IS HEREBY RESOLVED by authority of the same, as follows:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Constitution and the laws of the State of Georgia, including the Act.

Section 2. Findings. The City Council hereby declares that there is a need for the Authority to exercise its powers within the City solely for the purpose of issuing revenue bonds to finance the Project. The bonds issued by the Authority shall not constitute a debt of the City within the meaning of any constitutional or statutory provision, and the City shall have no financial obligation or responsibility with respect to the bonds or the Project.

Section 4. Severability of Invalid Provision. If any one or more of the agreements or provisions herein contained shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 5. Repealing Clause. All resolutions or parts thereof of City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.**Section 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED this ____ day of _____, 2023.

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

Mayor Beverly H. Burks

Attest:

Tomika Mitchell, City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn
City Attorney

CITY OF CLARKSTON

ITEM NO: 6G

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: August 29, 2023

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

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

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

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

BUSINESS REGISTRATION/OCCUPATIONAL TAX CERTIFICATE APPLICATION

For Calendar Year 2023

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

Exact Description and Nature of Business: REAL ESTATE

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

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

Applicant Signature _____

Date 05-18-23

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

Signature of Applicant _____

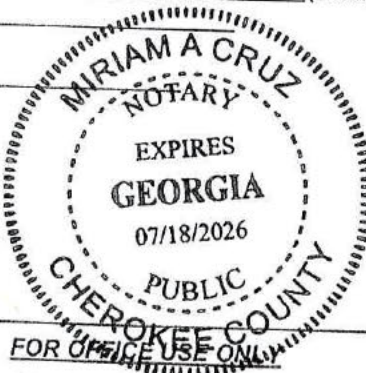
Date 05-18-23

Printed Name GULNAR LASSI

Subscribed to and sworn before me on this the

19 Day of MAY 20 23.

Notary Public _____



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

New Alcohol Beverage License Application

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

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

TYPE OF BUSINESS

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

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

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

FOR OFFICE USE ONLY

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

APPLICANT INFORMATION

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

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

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

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

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

BUSINESS INFORMATION

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

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

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

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

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

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

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

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

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

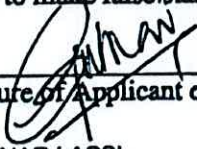
Full Name	Position	Social Security Number	Address	% of Interest

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

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

VERIFICATION OF APPLICATION

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


 Signature of Applicant or Agent

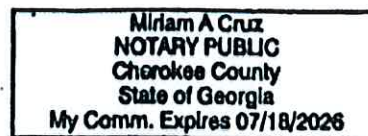
GULNAR LASSI
 Print or Type Name

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

This 7 day of July, 2023.

 Miriam A Cruz
 Notary Public

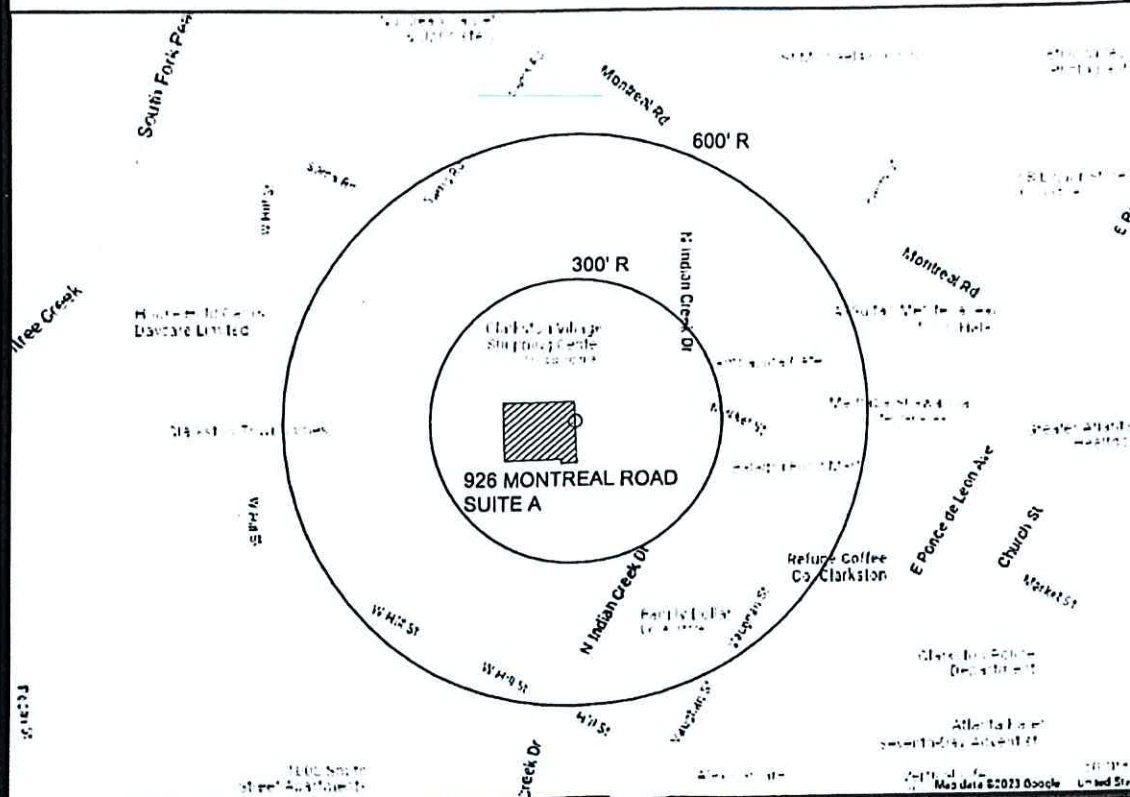
My commission expires on: 7/18/2026



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

ATLANTA ENGINEERING SERVICES

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



DISTANCE MEASUREMENTS:

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

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

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

PUBLIC RECREATION:

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

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

Business name: **M MART**
Site Address: **926 MONTREAL ROAD, SUITE A**
CLARKSTON, GA 30021

DEKALB COUNTY
STATE OF GEORGIA

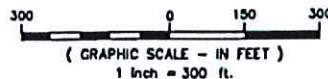
JOB. NO. 2023-3313
SCALE: AS NOTED
DWN. BY: ELA
FIELD WORK: 08-11-2023
DATE DRAFTED: 08-11-2023
REVISION:



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

GENERAL NOTES:

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



BACKGROUND CHECK OWNERS/MANAGERS

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

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

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

Fees:

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

Payment Forms: Cash or Credit Card

Name: GULNAR LASSI Date: 7/21/23

Business: AM UNITED LLC Title: OWNER

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

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

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

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

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

For Official Use Only

City Hall:

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

Police Department:

Criminal History Record Checked? ☐ Yes ☐ No

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

Permit No. _____

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

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only

Type of License: _____

Business: _____

Address: _____

Telephone: _____

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

1. GULNAR LASSI [REDACTED]

Full Name of Applicant and Address

2. Social Security Number: [REDACTED]

3. Driver's License Number: [REDACTED]

4. Date of Birth: [REDACTED] 1977

Place of Birth: [REDACTED]

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

a. () by birth

b. (X) Naturalized

Date: 5-7-2012

Place: [REDACTED]

Court: [REDACTED]

Petition Number: [REDACTED]

Certificate Number: [REDACTED]

Derived Parent Certificate Number(s) _____

Alien Registration Number: _____

Native Country: [REDACTED]

Date of Port Entry: [REDACTED]

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

23

Years

02

Months

7. Marital Status

() Single

(X) Married

() Widowed

() Divorced

() Separated

8. If married, give spouse's full name

Akber Lassi

9. Physical Description of Applicant

A Race

45 Age

F Sex

b Hair Color

5'04 Height

175 lb Weight

BROWN Eyes

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

Empire Beauty School

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

() yes

(X) No

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

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

County Registered Gwinnett

(X) yes () No

Number of years registered

04

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

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

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

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

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

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

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

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

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

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

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

State annual salary of applicant or the estimated annual profit or compensation derived from this business.
\$55,000.00

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

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

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

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

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

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

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

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

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

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

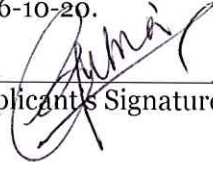
Name Shivam Harshad Jairam
Residence [REDACTED]
Business Address _____
Telephone Number [REDACTED] Number of years known 05

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

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

Verification

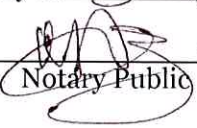
I, GULNAR LASSI, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Clarkston license as a dealer in alcoholic beverage and distilled spirits are true, and no false or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


Applicant's Signature (full name in ink)

GULNAR LASSI
Applicant's Name (Print or Type)

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

This 21 day of July, 2023.


Notary Public

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

Seal:

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

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

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

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

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

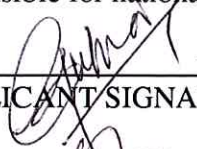
If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia.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

PRIVACY ACT STATEMENT

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

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

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



APPLICANT SIGNATURE

7/21/23

DATE



NOTARY SIGNATURE

7/21/2023

DATE

SEAL

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



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

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

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

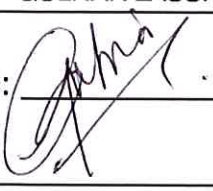
I further understand that DeKalb County Police Department will not maintain a copy of my record and that DeKalb County Police Department meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.

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

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

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

Name: GULNAR LASSI

Signature: 

Date: 7/23/23



CLARKSTON POLICE DEPARTMENT

Christine Hudson *Chief of Police*

CRIMINAL HISTORY RECORD CHECK CONSENT FORM

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

GULNAR LASSI

Full Name (print)

[Redacted Address]

Address

FEMALE

Sex

ASIAN

Race

[Redacted] 1977

Date of Birth

[Redacted]

Social Security Number

[Signature]

Signature

7/24/2023

Date

Purpose of Request:

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

Requestor's Name: _____

☐ Other: _____

NO RECORD

JUL 25 2023

STATE OF GEORGIA SEARCH
CLARKSTON POLICE DEPT.

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

Kelli E. Duffey

Clarkston Police Department Certified Agent

7-25-2023

Date

3921 Church Street
Clarkston, GA 30021

P 404.292.9465 F 404.298.1522

"SERVING WITH HONESTY AND INTEGRITY"

REGISTERED AGENT CONSENT AND INFORMATION FORM

CITY OF CLARKSTON OFFICE OF THE CITY CLERK

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

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

This Wed day of 9-, 20 23.

Signature of Agent

Mohammad S Chowdhury
Type or Print Name of Agent

[REDACTED]
Type or Print Agent's Home Address

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

2015
Type or Print Date Moved into the Above Address

[REDACTED]
Type or Print Social Security Number

[REDACTED]
Type or Print Driver's License Number

[REDACTED]-1973
Type or Print Date of Birth

[REDACTED]
Type or Print Area Code and Phone Number

DeKalb County Police

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

DATE: 08/15/2023

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

MOHAMMAD CHOWDHURY
APPLICANT

AM UNITED LLC DBA M MART
NAME OF BUSINESS

926 MONTREAL RD CLARKSTON, GA 30021
BUSINESS LOCATION

CHECK ONE:

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

CHECK ONE:

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

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

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

NO ARREST RECORD (GA)

ARREST RECORD (GA)

COMMENTS:

SINCERELY,

JESDRENIA GEORGE
SUPPORT SERVICES DIVISION
DEKALB COUNTY POLICE DEPARTMENT



OASIS
DAY CARE
1144



N. Indian Creek Dr





DeKalb County Police

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

DATE: 08/15/2023

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

GULNAR LASSI
APPLICANT

AM UNITED LLC DBA M MART
NAME OF BUSINESS

926 MONTREAL RD CLARKSTON, GA 30021
BUSINESS LOCATION

CHECK ONE:

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

CHECK ONE:

- ☐ PACKAGE STORE
- ☐ RESTAURANT
- ☐ APARTMENT
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- ☐ V.F.W.
- ☐ EAGLES
- ☐ AMERICAN LEGION)
- ☐ B.P.O.E. (ELKS)
- ☒ OTHER: M-Mart.

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

NO ARREST RECORD (GA)

ARREST RECORD (GA)

COMMENTS:

SINCERELY,

JESDRENIA GEORGE
SUPPORT SERVICES DIVISION
DEKALB COUNTY POLICE DEPARTMENT

CITY OF CLARKSTON

ITEM NO: 6H

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: August 29, 2023

SUBJECT: Review/Discuss allocating \$250,000 of ARPA funds to serve as seed money for the Downtown Development Authority from now until December 2026.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

PURPOSE: To Review/Discuss allocating \$250,000 of ARPA funds to serve as seed money for the Downtown Development Authority from now until December 2026.

NEED/ IMPACT: To provide ARPA funds to serve as seed money for the Downtown Development Authority.

RECOMMENDATION: N/A.

Resolution No. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO DECLARE THE NEED FOR A DOWNTOWN DEVELOPEMNT AUTHORITY TO FUNCTION IN THE CITY OF CLARKSTON, GEORGIA, PURSUANT TO THE PROVISIONS OF THE DOWNTOWN DEVELOPMENT AUTHORITIES LAW; TO APPOINT AN INITIAL BOARD OF DIRECTORS FOR THE DOWNTOWN DEVELOPMENT AUTHORITY; TO DESIGNATE A DOWNTOWN DEVELOPMET AREA; TO PROVIDE FOR FILING WITH THE SECRETARY OF THE STATE OF GEORGIA OF A COPY OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the Downtown Development Authorities Law (O.C.G.A. 36-42-1 *et. seq.*) creates in and for each municipal corporation in the State of Georgia a downtown development authority for the purpose of revitalizing and redeveloping the central business district of such municipal corporation and promoting for the public good and general welfare, trade, commerce, industry and employment opportunities and promoting the general welfare of the State of Georgia, but such authorities remain inactive until activated by the municipal governing authority; and

WHEREAS, it has been determined by the City Council of the City of Clarkston Georgia (the "City") that there is a need in the City for the revitalization and redevelopment of the central business district of the City to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia by creating a climate favorable to the location of new industry, trade and commerce and the development of existing industry, trade and commerce within the City; and

WHEREAS, it has been determined by the City Council that revitalization and redevelopment of the central business district of the City under the Downtown Development Authorities Law will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities and will promote the general welfare of the State of Georgia; and

WHEREAS, it has been determined by the City Council that it is in the public interest and is vital to the public welfare of the people of the City and of the people of the State of Georgia to revitalize and redevelopment the central business district of the City; and

WHEREAS, the City Council has determined that it is desirable and necessary that the Downtown Development Authority of the City of Clarkston be activated, pursuant to the Downtown Development Authorities Law, in order to fulfill the needs expressed herein.

NOW, THEREFORE, BE IT RES OLVED, that there is hereby determined and declared to be a need for a Downtown Development Authority as more fully described

and defined in the Downtown Development Authorities Law to function in the City.

BE IT FURTHER RESOLVED that there is hereby activated in the City the public body corporate and politic known as the “Downtown Development Authority of the City of Clarkston” which was created upon the adoption and approval of the Downtown Development Authorities Law.

BE IT FURTHER RESOLVED that there are hereby appointed as members of the first Board of Directors of the Downtown Development Authority of the City the following named person, each of whom shall be:

<u>Names</u>	<u>Term of Office</u>
_____	Six Years
_____	Six Years
_____	Six Years
_____	Four Years
_____	Four Years
_____	Two Years
_____	Two Years

BE IT FURTHER RESOLVED that commencing with the date of adoption of this resolution each of the persons named above as directors shall serve in such capacity for the number of years set forth opposite is or her respective name; however the term of office for directors appointed or reappointed after the first board of directors. The term of a director who is also a member of the governing body of a municipal corporation shall end when such director is no longer a member of the governing body of the municipal corporation.

BE IT FURTHER RESOLVED that the Board of Directors hereby appointed shall organize itself, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provision of the Downtown Development Authorities Law as it now exists and as it may be amended by the General Assembly.

BE IT FURTHER RESOLVED that the downtown development area shall be that geographic area described and/or depicted by Exhibit A, attached hereto and made a part hereof by reference, which area, in the judgment of the City Council constitutes the central business district of the City as contemplated by the Downtown Development Authorities Law.

BE IT FURTHER RESOLVED that the city manager shall furnish promptly to the Secretary of State of the State of Georgia a certified copy of this resolution in compliance with the provisions of the Downtown Development Authorities Law.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution are hereby repealed.

BE IT FURTHER RESOLVED that this resolution shall be effective _____, , and from and after such adoption the Downtown Development Authority of the City shall be deemed to be created and activated.

SO RESOLVED, this ____ day of _____, 2021.

.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

BEVERLY H. BURKS, Mayor

ATTEST:

City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6I

WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

MEETING DATE: AUGUST 29, 2023

ACTION TYPE:
Discuss/Review

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

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

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

PURPOSE: To discuss allocating ARPA funding of an additional amount of \$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. The City has exhausted all existing funding allocations for home weatherization projects for homeowners.

RECOMMENDATION:

N/A

CITY OF CLARKSTON

ITEM NO: 6J

WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discuss/Review

MEETING DATE: AUGUST 29, 2023

SUBJECT: To discuss the SPLOST II Projects.

DEPARTMENT: CITY ADMINISTRATION / CITY
COUNCIL

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

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

PURPOSE: To discuss and adopt the SPLOST II Projects.

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

RECOMMENDATION:

N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ADOPTED this 5th day of September, 2023.

CITY OF CLARKSTON, GEORGIA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 5th day of September, 2023.

CITY OF CLARKSTON, GEORGIA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

CITY CLERK'S CERTIFICATE

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

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

(SEAL)

City Clerk

CITY OF CLARKSTON
SPLOST II 2023 PROJECT LISTING

Categories	Project Name	SPLOST	Other Funding	Total	Category % for SPLOST
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	North Indian Creek/Montreal Road Diet	\$ 3,500,000	\$ 10,000,000	\$ 13,500,000	
	"Safe Streets for All" Planning Grant Matching Funds	\$ 300,000	\$ 1,000,000	\$ 1,300,000	
	Mell Ave Operational and Safety Improvements	\$ 1,500,000	\$ 1,500,000	\$ 3,000,000	
	Reconnecting Community Pilot Discretionary Planning Grant	\$ 150,000	\$ 465,000	\$ 615,000	
	Milling & Resurfacing Various City Streets-Start with Jolly Ave	\$ 640,978	\$ 392,000	\$ 1,032,978	
	Greenway Trail	\$ 2,500,000	\$ 4,000,000	\$ 6,500,000	
	More crosswalks on North Indian Creek; pedestrian crossing	\$ 285,000	\$ -	\$ 285,000	
	Various Neighborhood Traffic Calming - College Ave Proposed	\$ 100,000	\$ -	\$ 100,000	
	Various Sidewalk Installations and/or Replacements	\$ 200,000	\$ -	\$ 200,000	
	Norman Rd Dam Replacement-Planning and Design Work	\$ 1,500,000	\$ -	\$ 1,500,000	
TOTAL - ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS		\$ 10,675,978	\$ 17,357,000	\$ 28,032,978	61.9%
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Family friendly parks in the Jolly/Mell Ave area and Teen Recreation area	\$ 500,000	\$ -	\$ 500,000	
	Upgrades to 40 Oaks House/Park	\$ 750,000		\$ 750,000	
	Upgrades to Milam Park Pavillions/Bathroom Facilities	\$ 500,000		\$ 500,000	
	Splash Station/Pad	\$ 500,000		\$ 500,000	
TOTAL - A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY		\$ 2,250,000	\$ -	\$ 2,250,000	13.0%
A COURTHOUSE; ADMINISTRATIVE BUILDING; CIVIC CENTER	Police Station/City Hall Begin Needs Assessment, Planning, Land Acquistion,Architechure Design	\$ 3,000,000	\$ -	\$ 3,000,000	17.4%
PUBLIC SAFETY FACILITIES, AIRPORT FACILITIES AND/OR RELATED CAPITAL EQUIPMENT	Police Vehicles - Estimate 22 Vehicles & Equipment @ \$60K each over six years	\$ 1,320,000		\$ 1,320,000	7.7%
VOTING EQUIPMENT USED IN OFFICIAL ELECTIONS OR REFERENDUMS	Not Applicable	\$ -	\$ -	\$ -	0.0%
ANY TRANSPORTATION FACILITY DESIGNED FOR THE TRANSPORTATION OF PEOPLE OR GOODS, INCLUDING THE REPAIR OF EXISTING CAPITAL OUTLAY PROJECTS	Not Applicable	\$ -	\$ -	\$ -	0.0%
ANY CAPITAL OUTLAY PROJECT OWNED, OPERATED OR ADMINISTERED BY THE STATE AND LOCATED WITHIN	No Applicable	\$ -	\$ -	\$ -	0.0%
GRAND TOTAL ESTIMATED		\$ 17,245,978	\$ 17,357,000	\$ 34,602,978	100.0%
EXPECTED SIX YEAR SPLOST COLLECTIONS		\$ 17,245,978			
EXPECTED SPLOST COLLECTIONS SHORTFALL		\$ -			

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

Categories	Project Name	SPLOST	Other Funding	Total	Category % for SPLOST
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	North Indian Creek/Montreal Road Diet	\$ 3,500,000	\$ 10,000,000	\$ 13,500,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	"Safe Streets for All" Planning Grant	\$ 300,000	\$ 1,000,000	\$ 1,300,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Mell Ave Operational and Safety Improvements	\$ 1,500,000	\$ 1,500,000	\$ 3,000,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Glendale at Church Intersection Improvements	\$ 1,825,000	\$ 3,000,000	\$ 4,825,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Reconnecting Community Pilot Discretionary Planning Grant	\$ 150,000	\$ 465,000	\$ 615,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Milling & Resurfacing Various City Streets	\$ 900,000	\$ 392,000	\$ 1,292,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Greenway Trail	\$ 2,500,000	\$ 4,000,000	\$ 6,500,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	More crosswalks on North Indian Creek; pedestrian crossing at Indian Creek and Hill St.	\$ 285,000	\$ -	\$ 285,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Various Neighborhood Traffic Calming	\$ 100,000	\$ -	\$ 100,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Various Sidewalk Installations and/or Replacements	\$ 200,000	\$ -	\$ 200,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Norman Rd Dam Replacement	\$ 3,000,000	\$ -	\$ 3,000,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Perform an audit to identify walking patterns in the city	\$ 50,000	\$ -	\$ 50,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Address pavers on Rowland St that prevents bikers and skater from using the street	\$ 15,000	\$ -	\$ 15,000	
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	Adding Iron Fencing on Market St from E. Ponce de Leon to Church Street to Church St intersection	\$ 200,000	\$ -	\$ 200,000	
TOTAL - ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS		\$ 14,525,000	\$ 20,357,000	\$ 34,882,000	56.7%
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Family friendly parks in the Jolly/Mell Ave area	\$ 500,000	\$ -	\$ 500,000	
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Teen recreational areas,	\$ 500,000	\$ -	\$ 500,000	
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Pocket parks Brockett and Montreal Rd areas	To be Determined			
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	40 Oaks House	\$ 750,000		\$ 750,000	
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Upgrades to Milam Park	\$ 500,000		\$ 500,000	
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Partnering with Board of Education to use vacant lot and activity field	To be Determined			
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Splash Station/Pad	\$ 1,500,000		\$ 1,500,000	
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Build a building or buy one of the empty warehouses off Montreal to use as a meeting room	To be Determined			

TOTAL - A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY		\$ 3,750,000	\$ -	\$ 3,750,000	14.7%
A COURTHOUSE; ADMINISTRATIVE BUILDING; CIVIC CENTER	Police Station/City Hall	\$ 6,000,000	\$ -	\$ 6,000,000	23.4%
PUBLIC SAFETY FACILITIES, AIRPORT FACILITIES AND/OR RELATED CAPITAL EQUIPMENT	Police Vehicles - Estimate 22 Vehicles & Equipment @ \$60K each over six years	\$ 1,320,000		\$ 1,320,000	5.2%
VOTING EQUIPMENT USED IN OFFICIAL ELECTIONS OR REFERENDUMS	Not Applicable	\$ -	\$ -	\$ -	0.0%
ANY TRANSPORTATION FACILITY DESIGNED FOR THE TRANSPORTATION OF PEOPLE OR GOODS, INCLUDING THE REPAIR OF EXISTING CAPITAL OUTLAY PROJECTS	Not Applicable	\$ -	\$ -	\$ -	0.0%
ANY CAPITAL OUTLAY PROJECT OWNED, OPERATED OR ADMINISTERED BY THE STATE AND LOCATED WITHIN	No Applicable	\$ -	\$ -	\$ -	0.0%
GRAND TOTAL ESTIMATED		\$ 25,595,000	\$ 20,357,000	\$ 45,952,000	100.0%
EXPECTED SIX YEAR SPLOST COLLECTIONS		\$ 17,245,978			
EXPECTED SPLOST COLLECTIONS SHORTFALL		\$ (8,349,022)			

DEKALB LEGISLATION

AUTHORIZED SPLOST II PROJECT CATEGORIES

8/15/2023

CATEGORIES								
	Project Name	Project Limits	Description	Est. Project Costs			Comments	Project Origin
				SPLOST	OTHER	Tt.		
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	North Indian Creek/Montreal Road Diet	DeKalb Line to City of Tucker	10 ft. wide multi-use trail both sides reduce lanes from 4 to 2 except at various intersections, reduce lane widths; landscape median; use of HAWK and RRFB signals at new crosswalks.	\$1.5 M (design) \$2 M (const.)	\$10M (federal)	\$13.5 M	If SS4A “ <u>planning grant</u> ” is approved in 2024 (see grant below) then city to pursue SS4A “ <u>implementation const. grant</u> ” for construction 2028- 2029.	Staff
	“Safe Streets for All” Planning Grant	North Indian Creek/Montreal Rd Corridor from Memorial Dr. to City of Tucker	Federal planning grant – citywide and county pedestrian safety enhancements	\$300,000	\$1,000,000 (federal)	\$1.3 M	IIJA Planning grant submitted May 2023. Decision by US Dept. of Transportation spring 2024. County is anticipated to contribute \$’s	Staff

Mell Ave Operational and Safety Impr's	Mell Ave at Church/East Ponce de Leon	Signal installations and re-align Northern Rd	\$1,500,000	\$1.5 M		\$400k allocated in SPLOST I to perform concept design only. CSX permit SPLOST I project – no funding.	Staff
Glendale at Church Intersection Improvements	Glendale at Church Intersection Improvements	Intersection improvements – turn lanes, upgraded signal	\$1,825,000	\$3,000,000	\$4.825M	CSX permit	Staff
Reconnecting Community Pilot Discretionary Planning Grant	Pedestrian underpass – CSX RR	Federal planning grant for pedestrian underpass – connect East Ponce to Church	\$150,000	\$440,000 \$25,000 (apartment s)	\$615k	Local match on federal planning grant (if grant is awarded to the city in 2024)	Staff
Milling & Resurfacing Various City Streets	TBD	4 to 5 miles of milling and resurfacing city streets in poor to fair condition	\$900,000	\$392,000	\$1.92M	Combine with 4 years of LMIG funding - \$392,000	Staff

Greenway Trail	TBD	1 mile of trail – project limits TBD based on council approval, public input & planning - technical analysis	\$2,500,000	\$4 M	\$6.5M	Assuming City Council approves of the ARC planning study currently underway – proceed with design in FY 2025 for PH I and PH I construction 2027-2029 with SPLOST II \$ Pursue federal funding for construction with a local match for PH I trail	Staff
More crosswalks on Indian Creek; pedestrian crossing at Indian Creek and Hill St	North Indian Creek/Montreal Rd corridor	TBD	\$285,000			\$95k per location (3 potential locations)	Citizen
Various Neighborhood Traffic Calming	TBD	Various Neighborhood Traffic Calming	\$100,000	\$0.00	\$100k	TBD	Staff
Various sidewalk installations and/or replacements	TBD	Small scale installations and repairs	\$200,000	\$0.00	\$200k	New installations or reconstruction including street furniture amenities. SPLOST I program – funds redirected. Seek county funding participation	Staff

	Norman Road Dam Replacement	Norman Road at Milam Park-Clarkston Lakes	Rehabilitation – reconstruct – replace existing dam structure	\$3,000,000	TBD – county?	\$3 M		Staff
	Perform an audit to identify walking patterns in the city	TBD	TBD	\$50,000	\$0.00	\$50,000		Citizen
	Address pavers on Rowland that prevents bikers and skaters from using the road	NA	NA	\$15,000	\$0.00	\$15,000		Citizen
	Adding the iron fence on Market St from Ponce De Leon to Church St intersection	Market St from Ponce De Leon to Church St intersection	Adding the Ameristar fencing on Market St from Ponce De Leon to Church St intersection	\$200,000	\$0.00	\$200,000	Need permit from CSX to perform work. Need to assess if fence is needed	Citizen
ESTIMATED TOTAL % of SPLOST				\$14,525,000				

<i>STORM-WATER AND DRAINAGE AS PART OF A ROAD, STREET AND BRIDGE PROJECT OR AS GENERAL CAPITAL OUTLAY PROJECT</i>	None							
% of SPLOST				0 %				
<i>ANY CAPITAL OUTLAY PROJECT JOINTLY OPERATED BY A COUNTY AUTHORITY AND ONE OR MORE CITIES</i>	None							
% of SPLOST				0 %				
<i>A COURTHOUSE; ADMINISTRATIVE BUILDING; CIVIC CENTER; LOCAL OR REGIONAL JAIL; CORRECTIONAL INSTITUTION, OR OTHER DETENTION FACILITY; A LIBRARY; A</i>	Police Station/City Hall	NA	Options: (a) Remove existing police station/municipal court and reconstruct on existing site with on-site and off-site parking for police vehicles and for court attendees.	TBD	TBD	TBD	\$750,000 - \$1M per acre commercial zoned property \$750/SF to build police station; assume 5000 SF building \$1000/SF to build city hall/police station Costs for Architectural	

COLISEUM; LOCAL OR REGIONAL SOLID WASTE HANDLING FACILITY; AND A LOCAL OR REGIONAL RECOVERED MATERIALS PROCESSING FACILITY			Find temporary offices and court space for 18 months. Space for sally port/parking will require multi- story police station (b) Find land for a joint city hall/police station – need 3- 4 acres (c) Find land to construct a standalone police station – need min. 2 acres (d) Find land to construct standalone city hall – need min. 2 acres				services TBD. Seek partnerships with non-profits and state/federal agencies for cost sharing/lease space	
% of SPLOST				\$5 - \$10 M				
PUBLIC SAFETY FACILITIES, AIRPORT FACILITIES AND/OR RELATED CAPITAL EQUIPMENT	Police Vehicles		TBD	TBD				
% of SPLOST				0 %				

<i>VOTING EQUIPMENT USED IN OFFICIAL ELECTIONS OR REFERENDUMS</i>	None							
% of SPLOST				0 %				
<i>ANY TRANSPORTATIO N FACILITY DESIGNED FOR THE TRANSPORTATIO N OF PEOPLE OR GOODS, INCLUDING RAILROADS, PORT AND HARBOR FACILITIES, AND/OR MASS TRANSPORTATIO N FACILITIES</i>	None							
% of SPLOST				0 %				
<i>THE REPAIR OF EXISTING CAPITAL OUTLAY PROJECTS</i>	None							
% of SPLOST				0 %				

ANY CAPITAL OUTLAY PROJECT OWNED, OPERATED OR ADMINISTERED BY THE STATE AND LOCATED WITHIN THE COUNTY								
% of SPLOST				0 %				
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Family friendly parks in the Jolly/Mell Ave area	Mell/Jolly area	TBD	\$500,000 (equipment only)			Equipment only Need to find land to build a small pocket park. Possible 6.6 acre site in floodplain on Hill Street or 3 parcels on Hill Street total 1.29 ac. Parcels on Hill St. are “isolated from public view” – need to address security	Citizen
	Teen recreational areas	TBD	TBD	\$500,000 (equipment only)			Same as above. Skating/obstacle course/trim trails/outdoor gym could be co-located with the “family friendly” park site	Citizen
	Pocket parks Brockett and Montreal Rd areas	TBD	TBD	TBD			TBD	Citizen

	40 Oaks House	40 Oaks Park	Rehabilitate or Reconstruct	\$750,000			Finalize design plans and prepare bid package	Staff
	Upgrades to Milam Park		New Park Equipment)	\$500,000			Could be combined with other park/recreational projects	Citizen
	Partnering with Board of Education to use the vacant lot and activity field	County library at CCC	TBD	TBD			TBD	Citizen
	Splash station/pad.	TBD	TBD	\$120,000 to \$150,000/SF; 1000 SF Site = \$1,500,000			Security/oversight required to reduce potential for vandalism. Facility co-located at a city owned facility. Pay to use facility? High maintenance costs.	Citizen
	Build a building or buying one of the empty warehouses off Montreal to use as a meeting room.	TBD	TBD	TBD			TBD	Citizen
% of SPLOST				\$3,750,000				

- TOTAL SPLOST DOLLARS RANGE OF \$23,275,000 TO \$28,275,000
- POTENTIAL FEDERAL MATCH FUNDING OF \$27,000,000

\$ 850,393,391 <<< Six Year Rev

\$ 141,732,232 <<< Avg Annual Rev

City	23 ESRI/ARC	Percent	Six Year	Average Year
Avondale	3,748	0.512%	\$ 4,354,014	\$ 725,669
Brookhaven	59,040	8.069%	\$ 68,618,243	\$ 11,436,374
Chamblee	30,172	4.124%	\$ 35,070,223	\$ 5,845,037
Clarkston	14,837	2.028%	\$ 17,245,978	\$ 2,874,330
Decatur	26,264	3.590%	\$ 30,529,123	\$ 5,088,187
Doraville	10,439	1.427%	\$ 12,135,114	\$ 2,022,519
Dunwoody	51,493	7.038%	\$ 59,850,687	\$ 9,975,115
Lithonia	2,639	0.361%	\$ 3,069,920	\$ 511,653
Pine Lake	749	0.102%	\$ 867,401	\$ 144,567
Stonecrest	60,971	8.333%	\$ 70,863,281	\$ 11,810,547
Stone Mountain	6,665	0.911%	\$ 7,747,084	\$ 1,291,181
Tucker	37,841	5.172%	\$ 43,982,346	\$ 7,330,391
Unincorporated	426,787	58.333%	\$ 496,059,977	\$ 82,676,663
Atlanta	41,350	NA	NA	NA
Countywide	772,995	100.000%	\$ 850,393,391	\$ 141,732,232
County less Atl	731,645	NA	NA	NA

Notes:

(a) Six year revenue figure uses past twelve months, increases by 2% annually.

(b) 2023 population done with current ARC/ESRI data; current maps.