CITY OF CLARKSTON
where possibilities grow
3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:
Debra Johnson-Vice Mayor *Susan Hood*
Ytterenickia Bell *Mark Perkins*
Jamie Carroll

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, September 24, 2024 - 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**
   - **A.** Presentation by the Historic Preservation Commission on 40 Oaks.
   - **B.** Presentation of recommendations from the Community Development and Civic Innovation Standing Advisory Committee on City Council Task Forces, Committees, Councils, and Standing Advisory Committees.

5. **OLD BUSINESS**
   - **A.** To discuss the status and appointments to the City Council Task Forces, Committees, Councils, and Standing Advisory Committees.
   - **B.** To discuss an ordinance approving deannexation of Parcel 18 095 09 008, also known as 1078 Nielson Drive.
   - **C.** To discuss an ordinance to allow, temporarily or permanently, new package alcohol licenses.
   - **D.** To discuss an alcohol license application for Mansi 7311, LLC d/b/a Lulu's Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021.
   - **E.** To discuss a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of $39,750 to be funded out of the SPLOST II Fund.
   - **F.** To discuss an ordinance to amend Chapter 3 of the Code regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.

6. **NEW BUSINESS**
   - **A.** To discuss a resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST II) Bond for $7,000,000 with Webster Bank.
   - **B.** To discuss an alcohol license application for DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ for restaurant retail on-premises consumption located at 4540 E Ponce de Leon Ave.
   - **C.** To discuss a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of $2,000 per month/ $24,000 annually, to be funded out of General Fund, effective 1/1/2025.
   - **D.** To discuss a proposal by Veterans and Community Outreach Foundation of Dekalb County for a "Veterans Memorial Statue" to be erected at the pocket park located at the corner of N. Indian Creek Road and E. Ponce de Leon Ave.

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

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

G. To discuss a resolution to designate Adleasia Cameron as the "City Planner".

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

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

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, September 24, 2024. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_dWxLtgaPReu8qWR9SfUncQ

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

CITY OF CLARKSTON

ITEM NO: 4A

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Presentation

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: Presentation by the Historic Preservation Commission on 40 Oaks.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO:
Councilmember Susan Hood
PHONE NUMBER: (404) 296-6489

PURPOSE: Presentation by the Historic Preservation Commission on 40 Oaks.

NEED/ IMPACT: The rehabilitation of the Forty Oaks farmhouse will benefit our diverse and growing community for generations to come. Friends of Forty Oaks (FOFO) is committed to supporting the City of Clarkston in protecting this landmark, creating a space where all residents can take pride and actively participate in its legacy.

RECOMMENDATION: Requests that the City Council grant more time for the preservation of the Forty Oaks farmhouse. This extension would allow FOFO, in collaboration with the Historic Preservation Commission (HPC), to raise the necessary funds for preservation.

FOFO

FRIENDS OF FORTY OAKS

Community,
Nature,
History

Friends of Forty Oaks (FOFO): Where Community, Nature, and History Thrive Together

Friends of Forty Oaks (FOFO) is a community-led initiative dedicated to the preservation and revitalization of the historic Forty Oaks farmhouse and its surrounding nature preserve. Our mission is to support the survival of this landmark and foster a space for community engagement, cultural education, and environmental stewardship.

Vision and Purpose

The Forty Oaks farmhouse, standing for over 130 years, is an essential part of Clarkston's history. Its preservation offers significant benefits that could include:

- Community nature and education programs focused on ecosystems and conservation.
- Cultural and global history events celebrating our diverse community.
- Community festivals and picnics to strengthen bonds in a shared public space.
- Planned events, such as a **holiday fundraising auction**, a **membership drive,** and volunteer-driven efforts like **waterway clean-up, stream bank restoration, and invasive plant removal** to restore and enhance the natural surroundings.

Bridging a Gap

The original "Friends of Forty Oaks" organization was active when the Forty Oaks Nature Preserve was under DeKalb County's control. When the property was transferred to the City of Clarkston, the resources and network from that group were lost.

FOFO is committed to filling that gap by restoring community involvement and advocacy for the park while working to preserve the historic farmhouse. Our goal is to reestablish a level of collaboration that once existed under DeKalb County, along with various organizations, and we are eager to partner with the city to achieve this.

info@friendsoffortyoaks.org
www.friendsoffortyoaks.org

Current Request

FOFO respectfully requests that the city council grant more time for the preservation of the Forty Oaks farmhouse. This extension would allow FOFO, in collaboration with the Historic Preservation Commission (HPC), to:

- Explore state and federal grant opportunities.
- Conduct grassroots fundraising and community outreach.
- Engage with local stakeholders to secure financial backing from regional foundations.

The Importance of Time

FOFO is committed to fundraising to ease taxpayer burden. To achieve this, we need the city's partnership in granting the Forty Oaks farmhouse more time. This additional time would enable us to activate our fundraising plans, apply for grants, and secure necessary matching funds.

Preserving the Forty Oaks farmhouse is more than saving a structure—it is about supporting a space where Community, Nature, and History thrive together. The site holds immense potential for public benefit and can serve as a hub for educational, environmental, and cultural programs.

A Community-Driven Future

The rehabilitation of the Forty Oaks farmhouse will benefit our diverse and growing community for generations to come. FOFO is committed to supporting the City of Clarkston in protecting this landmark, creating a space where all residents can take pride and actively participate in its legacy.

We hope the council will consider allowing additional time for FOFO and the HPC to raise the necessary funds for preservation. Together, we can support Forty Oaks in remaining a vital part of Clarkston's future, fostering community service, environmental stewardship, and cultural celebration.

Thank you for your consideration.

info@friendsoffortyoaks.org
www.friendsoffortyoaks.org

40 Oaks Nature Preserve Preservation Plan

Overview

The 40 Oaks Nature Preserve, acquired by DeKalb County in 1972 and transferred to the city of Clarkston in 2017, is a property of historical, ecological, and community significance. Over time, the property deteriorated, with a report citing structural issues, mold, and water damage. In 2023, New South Associates conducted a structural assessment and determined that, despite the advanced state of decay, the structure could be successfully preserved.

During a City Council meeting in June of 2023, recommendations for mothballing, fencing the perimeter, erecting a gate, and obtaining CLG designation as well as National Register of Historic Places registration were unanimously approved. However, despite these recommendations, the agreed-upon efforts were not pursued.

Fast forward to April 2024, a short-notice meeting—without the invitation of all important parties—was held. The preservation cost of $700K was floated, causing concern, and demolition was decided upon as the best step forward. However, in August 2024, at the request of the Historic Preservation Commission (HPC) and the Transportation and Environmental Committee, along with the community, additional time was requested to develop a plan to preserve 40 Oaks, as was originally agreed upon. The following is the recommended plan.

Preservation Plan

1. Mothballing the Property

We recommend mothballing the property to preserve its structure and prevent further deterioration while the city finalizes a comprehensive preservation plan. The process can be managed by the city's maintenance team, following the National Park Service's Preservation Brief 31 guidelines. Charles Lawrence of the architecture firm Lord Ack Sargent and Georgia State University's Historic Preservation department has advised mothballing the historic central structure and allowing demolition of the later additions and the porch.

2. Preservation Ideas and Community Engagement

We are actively engaging the community to gather support and input on the future of 40 Oaks. Initial ideas include transforming it into a nature preserve or environmental center. Flyers have been distributed, and two council meetings (September 24 and October 1) will provide a platform for further input. Georgia Trust recommended historian Brandy Morrison would cost $4000 for a building masterplan.

3. Funding for Preservation

It's been estimated that the city has allocated $37,000 to $39,000 for efforts related to 40 Oaks, depending on demolition decisions that money can be used as matching funds for grants. The city has many options for grant funding. Deadlines are rapidly approaching but cyclical. Once the city decides to commit to preservation in some form or another a grant writer can be hired, or a memorandum of understanding can be crafted so that Friends of Forty Oaks can write grants that are then vetted and submitted by the city.

One strategy for thinking about grant opportunities might be to subdivide our potential grants into 3 categories:

a. Building Grants that fund actual rehabilitation of the property

b. Organizational capacity grants that fund training, consulting, and narrative construction

c. Programming grants that promote a capital campaign with a 3-year fundraising strategy (or less)

From the following list the main 3 questions we should ask ourselves are:

1. How much funding can be acquired from direct building grants, and how much from a programming based fundraising campaign?

2. Can the organizational capacity grants provide the needed training to net those numbers?

3. What are the potential long-term institutional gains (or losses) from attempting to run this kind of an educational campaign with its investment in organizational capacity and resident communication and fundraising skillsets? i.e. should fundraising fall short will the city still be better off if we use this as an opportunity to promote research, engagement, grant writing training, and outreach to local k-12 schools and universities?

Potential Building Grants:

State:

- Historic Landscape and Garden Grant Program: $3,000 50/50

- Georgia Department of Transportation: The Transportation Enhancement (TE) program allots up to $1 million per government entity project and requires a minimum of

20% matching funds. Projects provide aesthetic and functional improvement to historical, natural, and scenic areas.

- Georgia Heritage Grants: Initiated during the 1994 Session of the Georgia General Assembly, these grants provide funding for the preservation of historic properties and archaeological sites in Georgia. The program offers matching funds on a statewide competitive basis to local governments and nonprofit organizations for the preservation of Georgia Register-eligible historic properties.

- Historic Preservation Fund Grants: The Historic Preservation Fund grant program is appropriated annually by the U.S. Congress through the National Park Service to the state historic preservation offices. The 60/40 matching grants enable Certified Local Governments to undertake projects that aid in the preservation of historic properties, such as historic resource or archaeological surveys, National Register nominations, planning projects, information and education projects and also "bricks and mortar" rehabilitation projects. Annual applications are available the first Friday in December with an early February postmark deadline. $25,000 Max.

- Lettie Pate Evans Foundation, Inc.: Grants of the Lettie Pate Evans Foundation are limited to specified public charities in Georgia and Virginia. The grant program reflects a strong emphasis in the following areas: private secondary and higher education; arts and culture; museums and historic preservation. Traditionally, preference has been given to one-time capital projects. Awards for basic operating support usually are avoided. Grants to individuals are not made. For more information please visit lpevans.org/grants-program.

- Exposition Foundation, Inc.: The Foundation's primary areas of interest include the fine arts and higher/ secondary education, as well as support for social services, housing, and health. Historic preservation and historical societies are listed in the Foundation's fields of interest. Giving is limited to organizations in Atlanta, Georgia. For more information, contact the Foundation at PO Box 421099, Atlanta, Georgia 30342. https://projects.propublica.org/nonprofits/organizations/586043273 (Note emphasis on agriculture for historic farmhouse)

- James Marston Fitch Charitable Foundation: This foundation, established and located in New York, supports innovative original research and creative design which advances the practice of preservation in the United States. The Richard L. Blinder Award is presented biennially for the best proposal exploring the preservation of an existing

structure, complex of buildings, or genre of building type through addition, renovation or other means. Grants of no more than $15,000 are awarded only to individual architects. The Fitch Mid-Career Grant awards up to $15,000 to mid-career professionals (individuals only) to pursue a research project in one or more of the following fields: historic preservation, architecture, landscape and urban design, environmental planning, architectural history, and decorative arts. For more information, please visit fitchfoundation.org.

- Georgia-Pacific Foundation: Grant-making is earmarked for organizations in Georgia Pacific corporate operating locations, with an emphasis on the Atlanta, Georgia Area. Funding priorities include education, enrichment, environment and entrepreneurship. For more information, visit gp.com/company/community/foundation

- Price Gilbert, Jr. Charitable Fund: Program areas including education, environment, arts, culture, humanities, health and human services in the Atlanta Metropolitan Statistical Area are considered year-round. For more information, visit wellsfargo.com/private-foundations/gilbert-charitable-fund.

- James J. and Angela Harris Foundation: Grants are awarded to eligible Georgia and North Carolina nonprofits and proposals in all topic areas will be considered. The Foundation supports annual and capital campaigns, building construction/renovation, challenge/matching grants, general operating support, program development, and scholarship funds. There are no application deadlines or forms. Letters of inquiry are due in April and October to PO Box 220427, Charlotte, North Carolina, 28222.

- Wormsloe Foundation, Inc.: Established in 1951, this foundation gives primarily in the state of Georgia for projects involving the preservation and study of agriculture, horticulture, forestry, and historical sites and documents. For more information, send an initial letter of approach to P.O. Box 8346, Savannah, GA 31412.

National:

- 1772 Foundation: The mission of this program is to preserve and enhance American historic properties for future generations to enjoy, with particular interest in farming, industrial development, transportation and unusual historic buildings. Past projects in Georgia have included the Juliette Gordon Low house and the Tybee Island lighthouse keeper's cottage. For more information, visit 1772foundation.org.

- Americana Foundation: The Foundation focuses on two program areas of protection, preservation, and education: American heritage expressed through its material culture, and natural resources and agriculture through land use and growth management. For more information, visit americanfoundation.org/grants.asp.

- National Center for Preservation Technology and Training: The Preservation Technology and Training Grants offered by the NCPTT support work in archeology, historic architecture, historic landscape, objects and materials conservation, and interpretation. Grant money is available for the following project types: information management, training and education, research and environmental effects. Eligible applicants include federal and non-federal laboratories, accredited museums, universities, non-profit organizations, units of the National Park Service, state historic preservation offices, tribal preservation offices, and Native Hawaiian organizations. For more information, visit ncptt.nps.gov/grants.

- National Endowment for the Arts: The NEA recognizes, encourages, and supports the excellence and diversity of our nation's artistic creativity and accomplishments. Funding assistance is available to nonprofit organizations of all types and sizes, and for projects in all arts disciplines. For more information, visit arts.gov/grants. Emphasize Sizemore Report's "craftsmanship" narrative.

NTHP Training and Consultant Grants:

- NTHP: Cynthia Woods Mitchell Fund for Historic Interiors: This program provides grants for obtaining the services of consultants with expertise in architecture, planning, paint analysis, archaeology, fund raising, media relations, education, graphic design and management, or designing, producing and marketing print and video communications material; sponsoring preservation conferences and workshops; designing and implementing innovative preservation education programs. Nonprofit organizations and government agencies are eligible to apply. Individuals and businesses may only apply if the project for which funding is requested involves a National Historic Landmark. Grants range from $2,500 to $10,000

- NTHP: Hart Family Fund for Small Towns: This grant program is intended to encourage preservation at the local level by providing seed money for preservation projects in small towns. These grants help stimulate public discussion, enable local groups to gain

the technical expertise needed for particular projects, introduce the public to preservation concepts and techniques, and encourage financial participation by the private sector. Grants generally range from $2,500 to $10,000.

- NTHP: Johanna Favrot Fund for Historic Preservation: This program provides grants for obtaining the services of consultants with expertise in planning, architecture, economics, archaeology, fund raising, education, graphic design, management, or designing; producing and marketing print and video communications material; sponsoring preservation conferences and workshops; designing and implementing innovative preservation education programs. Nonprofit organizations and government agencies are eligible to apply. Individuals and businesses may only apply if the project for which funding is requested involves a National Historic Landmark. Grants range from $2,500 to $10,000.

- NTHP: Peter H. Brink Leadership Fund: Helps to build the capacity of existing preservation organizations and encourages collaboration among these organizations by providing grants for mentoring and other peer-to-peer and direct organizational development and learning opportunities. The purpose of this grant program is to support the leadership and effectiveness of staff and board members of preservation organizations to fulfill their mission and to create a stronger, more effective preservation movement. Grants pay for travel costs and honoraria and generally range up to $1,500.

- NTHP: Preservation Fund: Program supports preservation planning and educational projects. Planning projects include obtaining professional expertise in areas such as architecture, archaeology, engineering, preservation planning, land-use planning, and law. Education projects relate to preservation activities aimed at the public such as interpretation and outreach. Grants generally range from $2,500 to $5,000 and require a dollar-for-dollar match. Public agencies and non-profits are eligible to apply. Deadlines are February 1, June 1, and October 1.

- NTHP: Richard E. Deutsch Memorial Fund for Rosenwald Schools: Supports, but is not limited to, projects such as preservation planning, engineering studies, architectural plans, archaeology, and research that advance the preservation of Rosenwald school buildings. Applications are accepted on a rolling basis, and grants range from $500 to $5,000 and require a dollar-for-dollar match.

- NTHP: National Treasures: Sites identified as National Treasures will receive assistance through fundraising, coalition building, and legal battling. To qualify, sites must be national significant, threatened, and must pose a clear role for the National Trust.

Programming Grants:

Programming grants should be used to bring the community into the hands-on part of the preservation process, to facilitate a very needed dialogue with Clarkston's nearby schools and universities, build volunteer and stakeholder engagement, create promotional material at many levels, and accounting for philanthropic ROI with an emphasis on 1-to-1 modeling and "social proof."

- Georgia Humanities Council

- Adler Family Foundation: The Foundation, founded in 2001, will make contributions to various non-profit organizations which focus on humanities, education, and preservation. For more information, contact the Foundation at 427 Bull Street, Savannah, Georgia 31401.

- The R. J. Taylor, Jr. Foundation: The R. J. Taylor, Jr. provides grants to individuals and organizations interested in promoting genealogical research and study within the Foundation's guidelines. The foundation can be contacted at R.J. Taylor, Jr. Foundation c/o SunTrust Bank, P.O. Box 4655, MC221, Atlanta, GA 30302. Information is also available at taylorfoundation.org/grants.html.

- The Telford Family Foundation, Inc.: This family foundation was established in 1993 in Georgia and gives grants primarily within the state. The foundation's fields of interest include historic preservation/historical societies; human services; protestant agencies & churches. For more information, please contact 706-886-9761 or write to The Telford Family Foundation, 245 W Doyle Street, Toccoa, GA 30577-2311.

- The Watson-Brown Foundation, Inc.: The Foundation supports historic preservation in part through its Junior Board of Trustees, a group of talented high school students that awards $25,000 in grants annually to worthy projects and organizations in the Central Savannah River Area (CSRA) of Georgia and South Carolina. For more information visit

www.watson-brown.org/grants or contact the Foundation at 310 Tom Watson Way, Thomson, Georgia 30824 or 706-595-8886. This one is a stretch, but I would love to have a record of trying to start a Clarkston/Augusta GA Rail Road Company intercity educational/promotional project.

- Williams Family Foundation of Georgia, Inc.: Established in 1980 in Georgia. Giving is primarily in Georgia, with emphasis on Thomasville and Thomas County. Included in the foundation's fields of interest are: animals/wildlife, preservation/protection; arts; community development; education; environment; natural resources; family services; government/public administration; higher education; historic preservation/historical societies; libraries/library science; museums; performing arts; secondary school/education; visual arts. Please send an initial letter of approach to the Executive Secretary at P.O. Box 1577, Thomasville, GA 31792 or call 229-226-4300. There is a possible Clarkston/Thomasville intercity project based around the importance of the Bryan family and their fraught legacy.

- Robert W. Woodruff Foundation, Inc.: The Woodruff Foundation is an independent private foundation with a broad charter to support charitable, scientific and educational activities. Grants generally are limited to tax-exempt public charities located and operating in Georgia. Principal giving interests are focused on the following program areas: elementary, secondary and higher education; health care and education; human services, particularly for children and youth; economic development and civic affairs; art and cultural activities; conservation of natural resources and environmental education. Traditionally, preference has been given to one-time capital projects and to other extraordinary needs of well-established public charities. For more information, call 404-522-6755 or visit woodruff.org/grants-program.

- American Battlefield Protection Grants: The National Park Service's American Battlefield Protection Program (ABPP) provides grants for projects that lead directly to identification, preservation, and interpretation of battlefield land and/or associated sites. Eligible applicants include federal, tribal, state, and local governments; educational institutions; and private-sector organizations. In recent years, grants have averaged about $32,300 per award. The ABPP does not fund land acquisition or capital improvement projects. Projects associated with lands already owned by the National Park Service are not eligible for ABPP grants. For more information, contact the Grant Manager at 202-343-9563 or visit nps.gov/abpp/grants/grants.htm. This one is a stretch, but I would love to have a record of trying to promote Clarkston's civil war history building on the destruction of the GA Rail Road, destruction of Clarke's plantation, and post-Reconstruction Lewis S. Clark, an early (1886-1928) and important principal at the Athens Knox Institute, a Freedman's

Bureau School. The Athens Historic Preservation Commission has suggested that they would be interested in an inter-city collaboration on this project.

- ArtPlace Grants: ArtPlace is a collaboration of 11 major national and regional foundations, six of the nation's largest banks, and eight federal agencies including the National Endowment for the Arts to accelerate creative placemaking across the U.S. ArtPlace defines creative place-making as "a means of investing in art and culture at the heart of a portfolio of integrated strategies that can drive vibrancy and diversity so powerful that it transforms communities. Grants are awarded to projects that involve arts organizations, artists and designers working in partnership with local and national partners to produce transformative impacts on community vibrancy. Applications are encouraged from all 50 states and U.S. territories. Complete guidelines for applying for an ArtPlace grant can be found at artplaceamerica.org/our-work/national-creative-placemaking-fund/introduction.

- Institute of Museum and Library Services (IMLS): The IMLS mission is to provide leadership and funding for the nation's 17,500 museums and 123,000 libraries. The Institute offers a variety of grant programs, including one for museums whose primary purpose is African-American life, art, history, or culture; historically black colleges or universities are also eligible for this grant program. For more information, visit imls.gov. This is a great opportunity to tie this project to the Clarkston Public Library, the DeKalb History Center, or any of our nearby or interested university libraries. In addition Clarkston needs its own archives, this may provide funding to model what that could look like.

- National Historical Publications and Records Commission (NHPRC): A statutory body affiliated with the National Archives and Records Administration, supports a wide range of activities to preserve, publish, and encourage the use of documentary sources relating to the history of the United States. Through its grant program, training programs, research services and special projects, the Commission offers advice and assistance to individuals and non-Federal agencies and institutions committed to the preservation and use of America's documentary resources. Grants include archival grants, educational programs and fellowships, electronic recordation grants and publications grants. For more information, visit archives.gov/nhprc/announcement or call 202-357-5010 or email nhprc@nara.gov. Potentially layer this and the above IMLS as outreach to schools, CPL, DHC, and local universities.

- National Endowment for the Humanities: The NEH fosters the study of history, literature, history of art and science, philosophy, religion, folklore and other disciplines. NEH grants typically go to individuals and cultural institutions, such as museums, archives, libraries, universities, historical societies, public television and radio stations to preserve

and provide access to cultural and educational resources, strengthen teaching and learning in schools and colleges, promote research and original scholarship, provide opportunities for lifelong learning, and to strengthen the institutional base of the humanities. For more information, visit neh.gov/grants/index.html.

- Sony Corporation: With no deadlines or matching requirements, Sony will fund nonprofits with a focus on arts, culture, technology and the environment, with a particular emphasis on education in each of those areas. For more information, visit sony.com/en_us/SCA/social-responsibility/giving-guidelines.html.

This is just a selection of the funding possibilities. Retained professional grant writers and grants advisors will have many more options for the city.

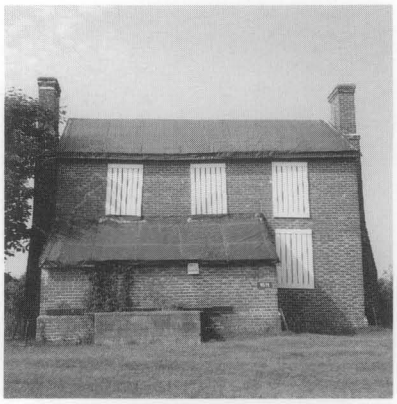
4. Certified Local Government (CLG) Designation

Now that the Historic Preservation Commission is fully functional with the recent appointment, we are eligible to pursue CLG status. This is a critical step in applying for state preservation grants. The process will begin at the next Historic Preservation Committee meeting on October 18.

5. National Register of Historic Places Nomination

The property needs to be listed on the National Register of Historic Places to qualify for preservation grants. The fastest option for NRHP listing is for the city to continue to hire New South Associates. The cost of an NRHP report from New South would be $18000. An NRHP report from Georgia Trust recommended historian Brandy Morrison would cost $12000. Chad Keller, the Department Chair of Georgia State University's Historic Preservation Department has volunteered to use the building as a case study for his NRHP classes. He has offered the city pro bono supervision of a handpicked student's NRHP report final project. Once the class is done in mid-December Keller would help the city negotiate with the student for the NRHP report, with an estimated cost around $4000. This is slightly slower, but another of a series of very generous gifts that the city keeps receiving.

31 PRESERVATION BRIEFS



Mothballing Historic Buildings

Sharon C. Park, AIA

U.S. Department of the Interior
National Park Service
Cultural Resources

Heritage Preservation Services

When all means of finding a productive use for a historic building have been exhausted or when funds are not currently available to put a deteriorating structure into a useable condition, it may be necessary to close up the building temporarily to protect it from the weather as well as to secure it from vandalism. This process, known as mothballing, can be a necessary and effective means of protecting the building while planning the property's future, or raising money for a preservation, rehabilitation or restoration project. If a vacant property has been declared unsafe by building officials, stabilization and mothballing may be the only way to protect it from demolition.

This Preservation Brief focuses on the steps needed to "de-activate" a property for an extended period of time. The project team will usually consist of an architect, historian, preservation specialist, sometimes a structural engineer, and a contractor. Mothballing should not be done without careful planning to ensure that needed physical repairs are made prior to securing the building. The steps discussed in this Brief can protect buildings for periods of up to ten years; long-term success will also depend on continued, although somewhat limited, monitoring and maintenance. For all but the simplest projects, hiring a team of preservation specialists is recommended to assess the specific needs of the structure and to develop an effective mothballing program.

A vacant historic building cannot survive indefinitely in a boarded-up condition, and so even marginal interim uses where there is regular activity and monitoring, such as a caretaker residence or non-flammable storage, are generally preferable to mothballing. In a few limited cases when the vacant building is in good condition and in a location where it can be watched and checked regularly, closing and locking the door, setting heat levels at just above freezing, and securing the windows may provide sufficient protection for a period of a few years. But if long-term mothballing is the only remaining option, it must be done properly (see fig. 1 & 2). This will require stabilization of the exterior, properly designed security protection, generally some form of interior ventilation - either through mechanical or natural air exchange systems - and continued maintenance and surveillance monitoring.



Figure 1. Proper mothballing treatment: This building has been successfully mothballed for 10 years because the roof and walls were repaired and structurally stabilized, ventilation louvers were added, and the property is maintained. Photo: Charles E. Fisher, NPS.

Comprehensive mothballing programs are generally expensive and may cost 10% or more of a modest rehabilitation budget. However, the money spent on well-planned protective measures will seem small when amortized over the life of the resource. Regardless of the location and condition of the property or the funding available, the following 9 steps are involved in properly mothballing a building:



Figure 2. Improper treatment: Boarding up without adequate ventilation, lack of maintenance, and neglect of this property have accelerated deterioration. Photo; NPS file.

Documentation

1. Document the architectural and historical significance of the building.

2. Prepare a condition assessment of the building.

Stabilization

3. Structurally stabilize the building, based on a professional condition assessment.

4. Exterminate or control pests, including termites and rodents.

5. Protect the exterior from moisture penetration.

Mothballing

6. Secure the building and its component features to reduce vandalism or break-ins.

7. Provide adequate ventilation to the interior.

8. Secure or modify utilities and mechanical systems.

9. Develop and implement a maintenance and monitoring plan for protection.

These steps will be discussed in sequence below. Documentation and stabilization are critical components of the process and should not be skipped over. Mothballing measures should not result in permanent damage, and so each treatment should be weighed in terms of its reversibility and its overall benefit.

Documentation

Documenting the historical significance and physical condition of the property will provide information necessary for setting priorities and allocating funds. The project team should be cautious when first entering the structure if it has been vacant or is deteriorated. It may be advisable to shore temporarily areas appearing to be structurally unsound until the condition of the structure can be fully assessed (see fig. 3). If pigeon or bat droppings, friable asbestos or other health hazards are present, precautions must be taken to wear the appropriate safety equipment when first inspecting the building. Consideration should be given to hiring a firm specializing in hazardous waste removal if these highly toxic elements are found in the building.

Documenting and recording the building. Documenting a building's history is important because evidence of its true age and architectural significance may not be readily evident. The owner should check with the State Historic Preservation Office or local preservation commission for assistance in researching the building. If the building has never been researched for listing in the National Register of Historic Places or other historic registers, then, at a minimum, the following should be determined:

- The overall historical significance of the property and dates of construction;
- the chronology of alterations or additions and their approximate dates; and,
- types of building materials, construction techniques, and any unusual detailing or regional variations of craftsmanship.

Old photographs can be helpful in identifying early or original features that might be hidden under modern materials. On a walk-through, the architect, historian, or preservation specialist should identify the architecturally significant elements of the building, both inside and out (see fig.4).

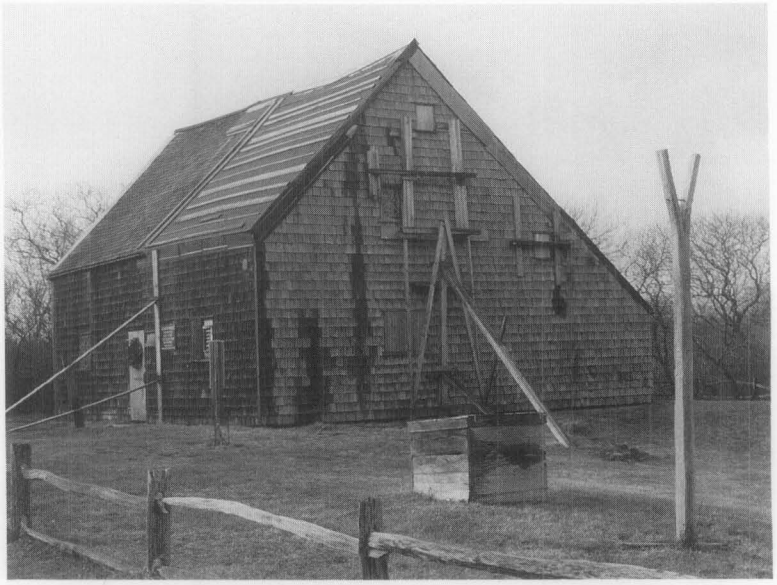


Figure 3. Buildings seriously damaged by storms or deterioration may need to be braced before architectural evaluations can be made. Jethro Coffin House. Photo: John Milner Architects.



Figure 4. Documenting the building's history, preparing schematic plans, and assessing the condition of the building will provide necessary information on which to set priorities for stabilization and repair prior to securing the building. Photo: Frederick Lindstrom, HABS.

By understanding the history of the resource, significant elements, even though deteriorated, may be spared the trash pile. For that reason alone, any materials removed from the building or site as part of the stabilization effort should be carefully scrutinized and, if appearing historic, should be photographed, tagged with a number, inventioried, and safely stored, preferably in the building, for later retrieval (see fig. 5).

A site plan and schematic building floor plans can be used to note important information for use when the building is eventually preserved, restored, or rehabilitated. Each room should be given a number and notations added to the plans regarding the removal of important features to storage or recording physical treatments undertaken as part of the stabilization or repair.

Because a mothballing project may extend over a long period of time, with many different people involved, clear records should be kept and a building file established. Copies of all important data, plans, photographs, and lists of consultants or contractors who have worked on the property should be added to the file as the job progresses.



Figure 5. Loose or detached elements should be identified, tagged and stored, preferably on site. Photo: NPS files.

Recording all actions taken on the building will be helpful in the future.

The project coordinator should keep the building file updated and give duplicate copies to the owner. A list of emergency numbers, including the number of the key holder, should be kept at the entrance to the building or on a security gate, in a transparent vinyl sleeve.

Preparing a condition assessment of the building. A condition assessment can provide the owner with an accurate overview of the current condition of the property. If the building is deteriorated or if there are significant interior architectural elements that will need special protection during the mothballing years, undertaking a condition assessment is highly recommended, but it need not be exhaustive.

A modified condition assessment, prepared by an architect or preservation specialist, and in some case a structural engineer, will help set priorities for repairs necessary to stabilize the property for both the short and long-term. It will evaluate the age and condition of the following major elements: foundations; structural systems; exterior materials; roofs and gutters; exterior porches and steps; interior finishes; staircases; plumbing, electrical, mechanical systems; special features such as chimneys; and site drainage.

To record existing conditions of the building and site, it will be necessary to clean debris from the building and to remove unwanted or overgrown vegetation to expose foundations. The interior should be emptied of its furnishing (unless provisions are made for mothballing these as well), all debris removed, and the interior swept with a broom. Building materials too deteriorated to repair, or which have come detached, such as moldings, balusters, and decorative plaster, and which can be used to guide later preservation work, should be tagged, labeled and saved.

Photographs or a videotape of the exterior and all interior spaces of the resource will provide an invaluable record of "as is" conditions. If a videotape is made, oral commentary can be provided on the significance of each space and architectural feature. If 35mm photographic prints or slides are made, they should be numbered, dated, and appropriately identified. Photographs should be cross-referenced with the room numbers on the schematic plans. A systematic method for photographing should be developed; for example, photograph each wall in a room and then take a corner shot to get floor and ceiling portions in the picture. Photograph any unusual details as well as examples of each window and door type.

For historic buildings, the great advantage of a condition assessment is that architectural features, both on the exterior as well as the interior, can be rated on a scale of their importance to the integrity and significance of the building. Those features of the highest priority should receive preference when repairs or protection measures are outlined as part of the mothballing process. Potential problems with protecting these features should be identified so that appropriate interim solutions can be selected. For example, if a building has always been heated and if murals, decorative plaster walls, or examples of patterned wall paper are identified as highly significant, then special care should be taken to regulate the interior climate and to monitor it adequately during the

mothballing years. This might require retaining electrical service to provide minimal heat in winter, fan exhaust in summer, and humidity controls for the interior.

Stabilization

Stabilization as part of a mothballing project involves correcting deficiencies to slow down the deterioration of the building while it is vacant. Weakened structural members that might fail altogether in the forthcoming years must be braced or reinforced; insects and other pests removed and discouraged from returning; and the building protected from moisture damage both by weatherizing the exterior envelope and by handling water run-off on the site. Even if a modified use or caretaker services can eventually be found for the building, the following steps should be addressed.

Structurally stabilizing the building. While bracing may have been required to make the building temporarily safe for inspection, the condition assessment may reveal areas of hidden structural damage. Roofs, foundations, walls, interior framing, porches and dormers all have structural components that may need added reinforcement. Structural stabilization by a qualified contractor should be done under the direction of a structural engineer or a preservation specialist to ensure that the added weight of the reinforcement can be sustained by the building and that the new members do not harm historic finishes (see fig. 6). Any major vertical post added during the stabilization should be properly supported and, if necessary, taken to the ground and underpinned.



Figure 6. Interior bracing which will last the duration of the mothballing will protect weakened structural members. Jethro Coffin House. Photo: John Milner Architects.

If the building is in a northern climate, then the roof framing must be able to hold substantial snow loads. Bracing the roof at the ridge and mid-points should be considered if sagging is apparent. Likewise, interior framing around stair openings or under long ceiling spans should be investigated. Underpinning or bracing structural piers weakened by poor drainage patterns may be a good precaution as well. Damage caused by insects, moisture, or from other causes should be repaired or reinforced and, if possible, the source of the damage removed. If features such as porches and dormers are so severely deteriorated that they must be removed, they should be documented, photographed, and portions salvaged for storage prior to removal.

If the building is in a southern or humid climate and termites or other insects are a particular problem, the foundation and floor framing should be inspected to ensure that there are no major structural weaknesses. This can usually be done by observation from the crawl space or basement. For those structures where this is not possible, it may be advisable to lift selective floor boards to expose the floor framing. If there is evidence of pest damage, particularly termites, active colonies should be treated and the structural members reinforced or replaced, if necessary.

Controlling pests. Pests can be numerous and include squirrels, raccoons, bats, mice, rats, snakes, termites, moths, beetles, ants, bees and wasps, pigeons, and other birds. Termites, beetles, and carpenter ants destroy wood. Mice, too, gnaw wood as well as plaster, insulation, and electrical wires. Pigeon and bat droppings not only damage wood finishes but create a serious and sometimes deadly health hazard.

If the property is infested with animals or insects, it is important to get them out and to seal off their access to the building. If necessary, exterminate and remove any nests or hatching colonies. Chimney flues may be closed off with exterior grade plywood caps, properly ventilated, or protected with framed wire screens. Existing vents, grills, and louvers in attics and crawl spaces should be screened with bug mesh or heavy duty wire, depending on the type of pest being controlled. It may be advantageous to have damp or infected wood treated with insecticides (as permitted by each state) or preservatives, such as borate, to slow the rate of deterioration during the time that the building is not in use.

Securing the exterior envelope from moisture penetration. It is important to protect the exterior envelope from moisture penetration before securing the building. Leaks from deteriorated or damaged roofing, from around windows and doors, or through deteriorated materials, as well as ground moisture from improper site run-off or rising damp at foundations, can cause long-term damage to interior finishes and structural systems. Any serious deficiencies on the exterior, identified in the condition assessment, should be addressed.

To the greatest extent possible, these weatherization efforts should not harm historic materials. The project budget may not allow deteriorated features to be fully repaired or replaced in-kind. Non-historic or modern materials may be used to cover historic surfaces temporarily, but these treatments should not destroy valuable evidence necessary for future preservation work. Temporary modifications should be as visually compatible as possible with the historic building.

Roofs are often the most vulnerable elements on the building exterior and yet in some ways they are the easiest element to stabilize for the long term, if done correctly. "Quick fix" solutions, such as tar patches on slate roofs, should be avoided as they will generally fail within a year or so and may accelerate damage by trapping moisture. They are difficult to undo later when more permanent repairs are undertaken. Use of a tarpaulin over a leaking roof should be thought of only as a very temporary



Figure 7. Non-historic materials are appropriate for mothballing projects when they are used to protect historic evidence remaining for future preservation. This lightweight aluminum channel frame and roofing covers the historic wooden shingle roof. Galvanized mesh panels secure the window openings from intrusion by raccoons and other unwanted guests. Photo: Williamsport Preservation Training Center, NPS.

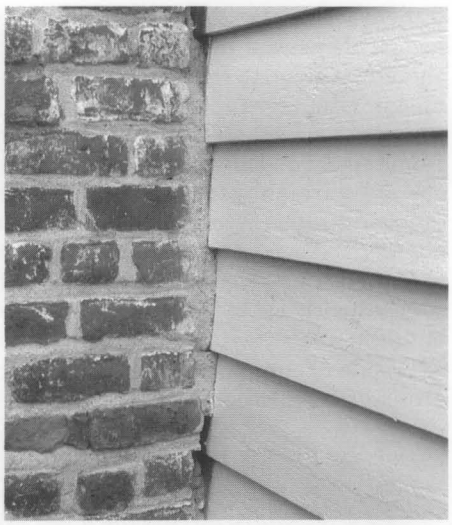


Figure 8. Appropriate mortar mixes should be used when masonry repairs are undertaken. In this case, a soft lime based mortar is used as an infill between the brick and wooden elements. When full repairs are made during the restoration phase, this soft mortar can easily be removed and missing bricks replaced.

emergency repair because it is often blown off by the wind in a subsequent storm.

If the existing historic roof needs moderate repairs to make it last an additional ten years, then these repairs should be undertaken as a first priority. Replacing cracked or missing shingles and tiles, securing loose flashing, and reanchoring gutters and downspouts can often be done by a local roofing contractor. If the roof is in poor condition, but the historic materials and configuration are important, a new temporary roof, such as a lightweight aluminum channel system over the existing, might be considered (see fig. 7). If the roofing is so deteriorated that it must be replaced and a lightweight aluminum system is not affordable, various inexpensive options might be considered. These include covering the existing deteriorated roof with galvanized corrugated metal roofing panels, or 90 lb. rolled roofing, or a rubberized membrane (refer back to cover photo). These alternatives should leave as much of the historic sheathing and roofing in place as evidence for later preservation treatments.

For masonry repairs, appropriate preservation approaches are essential. For example, if repointing deteriorated brick chimneys or walls is necessary to prevent serious moisture penetration while the building is mothballed, the mortar should match the historic mortar in composition, color, and tooling. The use of hard portland cement mortars or vapor-impermeable waterproof coatings are not appropriate solutions as they can cause extensive damage and are not reversible treatments (see fig. 8).

For wood siding that is deteriorated, repairs necessary to keep out moisture should be made; repainting is generally warranted. Cracks around windows and doors can be beneficial in providing ventilation to the interior and so should only be caulked if needed to keep out bugs and moisture. For very deteriorated wall surfaces on wooden frame structures, it may be necessary to sheathe in plywood panels, but care should be taken to minimize installation damage by planning the location of the nailing or screw patterns or by installing panels over a frame of battens (see fig. 9). Generally, however, it is better to repair deteriorated features than to cover them over.

Foundation damage may occur if water does not drain away from the building. Run-off from gutters and downspouts should be directed far away from the foundation wall by using long flexible extender pipes equal in length to twice the depth of the basement or crawl space. If underground drains are susceptible to clogging, it is recommended that the downspouts be disconnected from the drain boot and attached to flexible piping. If gutters and downspouts are in bad condition, replace them with inexpensive aluminum units.

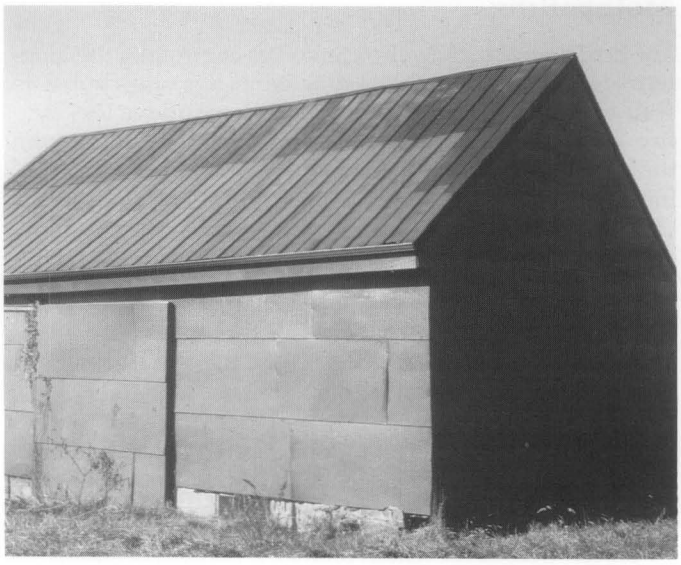


Figure 9. Severely deteriorated wooden siding on a farm building has been covered over with painted plywood panels as a temporary measure to eliminate moisture penetration to the interior. Foundation vents and loose floor boards allow air to circulate inside.

If there are no significant landscape or exposed archeological elements around the foundation, consideration should be given to regrading the site if there is a documented drainage problem (see fig. 10). If building up the grade, use a fiber mesh membrane to separate the new soil from the old and slope the new soil 6 to 8 feet (200 cm-266 cm) away from the foundation making sure not to cover up the dampcourse layer or come into contact with skirting boards. To keep vegetation under control, put down a layer of 6 mil black polyethylene sheeting or fiber mesh matting covered with a 2"-4" (5-10 cm.) of washed gravel. If the building suffers a serious rising damp problem, it may be advisable to eliminate the plastic sheeting to avoid trapping ground moisture against foundations.



Figure 10. Regrading around the Booker Tenement at Colonial Williamsburg has protected the masonary foundation wall from excessive damp. This building has been successfully mothballed for over 10 years. Note the attic and basement vents, the temporary stairs, and the informative sign interpreting the history of this building.

Mothballing

The actual mothballing effort involves controlling the long-term deterioration of the building while it is unoccupied as well as finding methods to protect it from sudden loss by fire or vandalism. This requires securing the building from unwanted entry, providing adequate ventilation to the interior, and shutting down or modifying existing utilities. Once the building is de-activated or secured, the long-term success will depend on periodic maintenance and surveillance monitoring.

Securing the building from vandals, break-ins, and natural disasters. Securing the building from sudden loss is a critical aspect of mothballing. Because historic buildings are irreplaceable, it is vital that vulnerable entry points are sealed. If the building is located where fire and security service is available then it is highly recommeded that some form of monitoring or alarm devices be used.

To protect decorative features, such as mantels, lighting fixtures, copper downspouts, iron roof cresting, or stained glass windows from theft or vandalism, it may be advisable to temporarily remove them to a more secure location if they cannot be adequately protected within the structure.

Mothballed buildings are usually boarded up, particularly on the first floor and basement, to protect fragile glass windows from breaking and to reinforce entry points (see fig. 11). Infill materials for closing door and window openings include plywood, corrugated panels, metal grates, chain fencing, metal grills, and cinder or cement blocks (see fig. 12). The method of installation should not result in the destruction of the opening and all associated sash, doors, and frames should be protected or stored for future reuse.



Figure 11. Urban buildings often need additional protection from unwanted entry and graffiti. This commercial building uses painted plywood panels to cover expansive glass storefronts and chain link fencing is applied on top of the panels. The upper windows on the street sides have been covered and painted to resemble 19th century sash. Photo: Thomas Jester, NPS.

Generally exterior doors are reinforced and provided with strong locks, but if weak historic doors would be damaged or disfigured by adding reinforcement or new locks, they may be removed temporarily and replaced with secure modern doors (see fig. 13). Alternatively, security gates in a new metal frame can be installed within existing door openings, much like a storm door, leaving the historic door in place. If plywood panels are installed over door openings, they should be screwed in place, as opposed to nailed, to avoid crowbar damage each time the panel is removed. This also reduces pounding vibrations from hammers and eliminates new nail holes each time the panel is replaced.

For windows, the most common security feature is the closure of the openings; this may be achieved with wooden or pre-formed panels or, as needed, with metal sheets or concrete blocks. Plywood panels, properly installed to protect wooden frames and properly ventilated, are the preferred treatment from a preservation standpoint.

There are a number of ways to set insert plywood panels into windows openings to avoid damage to frame and sash (see fig. 14). One common method is to bring the upper and lower sash of a double hung unit to the mid-point of the opening and then to install pre-cut plywood panels using long carriage bolts anchored into horizontal wooden bracing, or strong backs, on the inside face of the window. Another means is to build new wooden blocking frames set into deeply recessed openings, for example in an industrial mill or warehouse, and then to affix the plywood panel to

the blocking frame. If sash must be removed prior to installing panels, they should be labeled and stored safely within the building.

Plywood panels are usually 1/2"-3/4" (1.25-1.875 cm.) thick and made of exterior grade stock, such as CDX, or marine grade plywood. They should be painted to protect them from delamination and to provide a neater appearance. These panels may be painted to resemble operable windows or treated decoratively (see fig. 15). With extra attention to detail, the plywood panels can be



Figure 12. First floor openings have been filled with cinderblocks and doors, window sash and frames have been removed for safe keeping. Note the security light over the windows and the use of a security metal door with heavy duty locks. Photo: H. Ward Jandl, NPS.

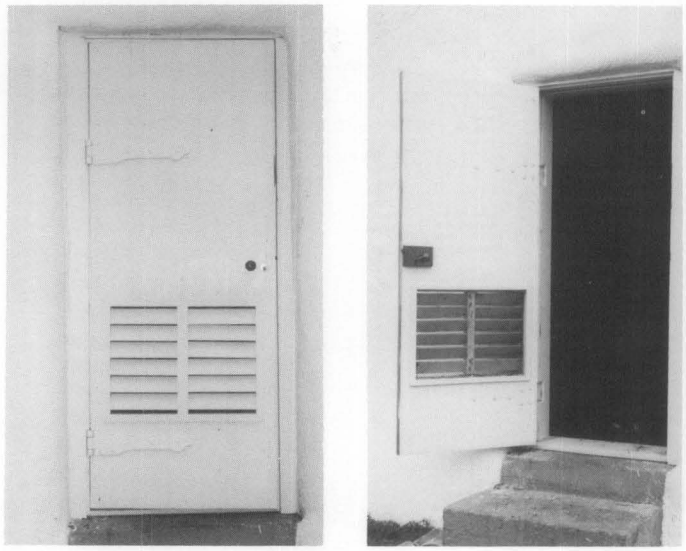


Figure 13. If historic doors would be damaged by adding extra locks, they should be removed and stored and new security doors added. At this lighthouse, the historic door has been replaced with a new door (seen both inside and outside) with an inset vent and new deadbolt locks. The heavy historic hinges have not been damaged. Photo: Williamsport Preservation Training Center, NPS.

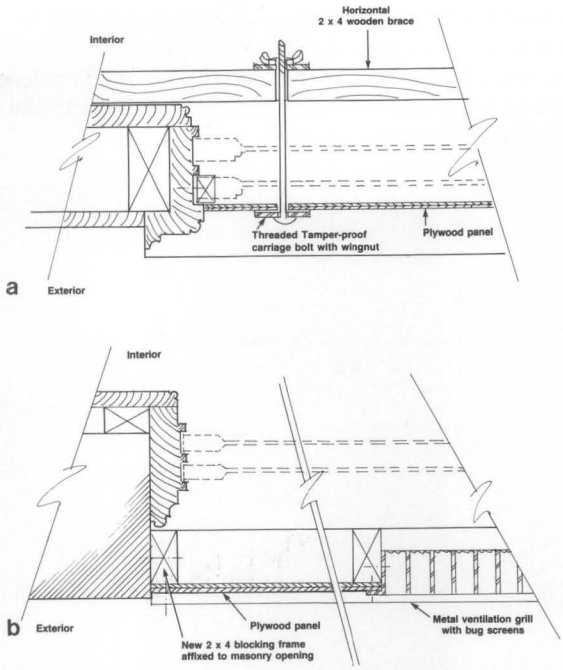


Figure 14. A: Plan detail showing plywood security panel anchored with carriage bolts through to the inside horizontal bracing, or strong backs. B: Plan detail showing section of plywood window panel attached to a new pressure treated wood frame set within the masonry opening. Ventilation should be included whenever possible or necessary.

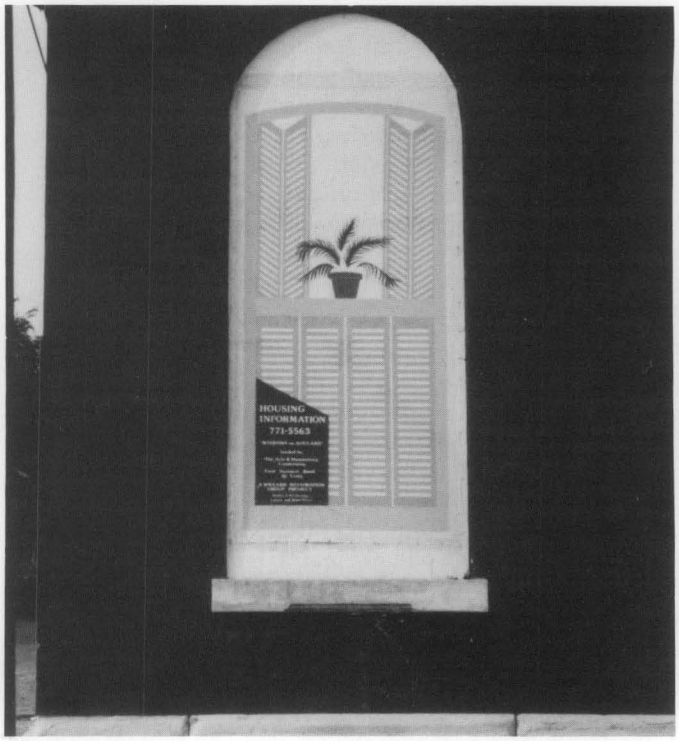


Figure 15. Painting trompe l'oeil scenes on plywood panels is a neighborhood friendly device. In addition, the small sign at the bottom left corner gives information for contacting the organization responsible for the care of the mothballed building. Photo: Lee H. Nelson, FAIA.

trimmed out with muntin strips to give a shadow line simulating multi-lite windows. This level of detail is a good indication that the building is protected and valued by the owner and the community.

If the building has shutters, simply close the shutters and secure them from the interior (see fig. 16). If the building had shutters historically, but they are missing, it may be appropriate to install new shutters, even in a modern material, and secure them in the closed position. Louvered shutters will help with interior ventilation if the sash are propped open behind the shutters.

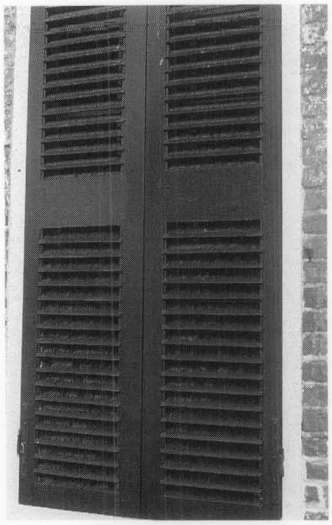


Figure 16. Historic louvered shutters make excellent security closures with passive ventilation.

There is some benefit from keeping windows unboarded if security is not a problem. The building will appear to be occupied, and the natural air leakage around the windows will assist in ventilating the interior. The presence of natural light will also help when periodic inspections are made. Rigid polycarbonate clear storm glazing panels may be placed on the window exterior to protect against glass breakage. Because the sun's ultraviolet rays can cause fading of floor finishes and wall surfaces, filtering pull shades or inexpensive curtains may be options for reducing this type of deterioration for significant interiors. Some acrylic sheeting comes with built-in ultraviolet filters.

Securing the building from catastrophic destruction from fire, lightning, or arson will require additional security devices. Lightning rods properly grounded should be a first consideration if the building is in an area susceptible to lightning storms. A high security fence should also be installed if the property cannot be monitored closely. These interventions do not require a power source for operation. Since many buildings will not maintain electrical power, there are some devices available using battery packs, such as intrusion alarms, security lighting, and smoke detectors which through audible horn alarms can alert nearby neighbors. These battery packs must be replaced every 3 months to 2 years, depending on type and usage. In combination with a cellular phone, they can also provide some level of direct communication with police and fire departments.

If at all possible, new temporary electric service should be provided to the building (see fig. 17). Generally a telephone

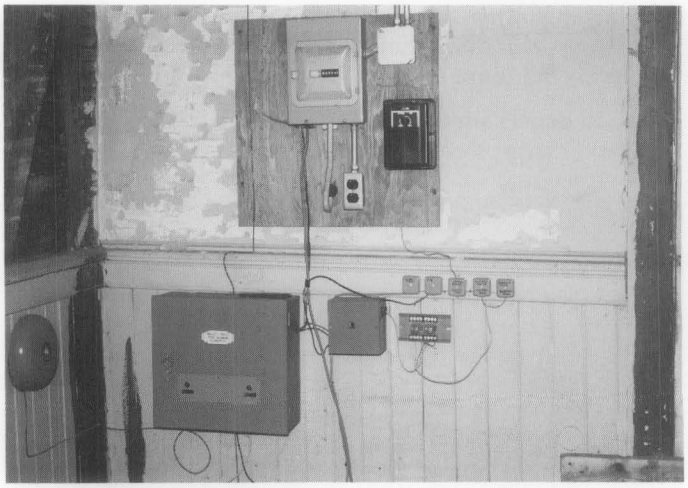


Figure 17. Security systems are very important for mothballed buildings if they are located where fire and security services are available. A temporary electric service with battery back-up has been installed in this building. Intrusion alarms and ionization smoke/fire detectors are wired directly to the nearby security service.

line is needed as well. A hard wired security system for intrusion and a combination rate-of-rise and smoke detector can send an immediate signal for help directly to the fire department and security service. Depending on whether or not heat will be maintained in the building, the security system should be designed accordingly. Some systems cannot work below 32°F (0°C). Exterior lighting set on a timer, photo electric sensor, or a motion/infra-red detection device provides additional security.

Providing adequate ventilation to the interior. Once the exterior has been made weathertight and secure, it is essential to provide adequate air exchange throughout the building. Without adequate air exchange, humidity may rise to unsafe levels, and mold, rot, and insect infestation are likely to thrive (see fig. 18). The needs of each historic resource must be individually evaluated because there are so many variables that affect the performance of each interior space once the building has been secured. A

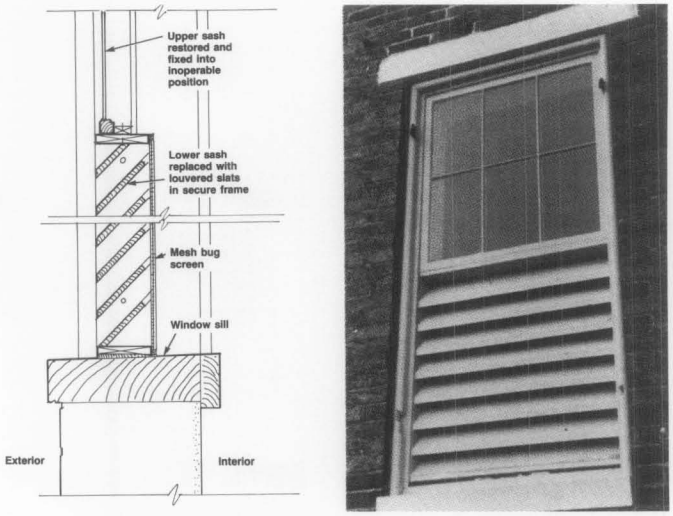


Figure 18. Heavy duty wooden slated louvers were custom fabricated to replace the deteriorated lower sash. The upper sash were rebuilt to retain the historic appearance and to allow light into this vacant historic building. Refer back to Fig. 1 for a view of the building. Photo: Charles E. Fisher, NPS. Drawing by Thomas Vitanza.

mechanical engineer or a specialist in interior climates should be consulted, particularly for buildings with intact and significant interiors. In some circumstances, providing heat during the winter, even at a minimal 45° F (7°C), and utilizing forced-fan ventilation in summer will be recommended and will require retaining electrical service. For masonry buildings it is often helpful to keep the interior temperature above the spring dew point to avoid damaging condensation. In most buildings it is the need for summer ventilation that outweighs the winter requirements.

Many old buildings are inherently leaky due to loose-fitting windows and floorboards and the lack of insulation. The level of air exchange needed for each building, however, will vary according to geographic location, the building's construction, and its general size and configuration.

There are four critical climate zones when looking at the type and amount of interior ventilation needed for a closed up building: hot and dry (southwestern states); cold and damp (Pacific northwest and northeastern states); temperate and humid (Mid-Atlantic states, coastal areas); and hot and humid (southern states and the tropics). (See fig. 19 for a chart outlining guidance on ventilation.)

Once closed up, a building interior will still be affected by the temperature and humidity of the exterior. Without proper ventilation, moisture from condensation may occur and cause damage by wetting plaster, peeling paint, staining woodwork, warping floors, and in some cases even causing freeze thaw damage to plaster. If moist conditions persist in a property, structural damage can result from rot or returning insects attracted to moist conditions. Poorly mothballed masonry buildings, particularly in damp and humid zones have been so damaged on the interior with just one year of unventilated closure that none of the interior finishes were salvageable when the buildings were rehabilitated.

The absolute minimum air exchange for most mothballed buildings consists of one to four air exchanges every hour; one or two air exchanges per hour in winter and often twice that amount in summer. Even this minimal exchange may foster mold and mildew in damp climates, and so monitoring the property during the stabilization period and after the building has been secured will provide useful information on the effectiveness of the ventilation solution.

There is no exact science for how much ventilation should be provided for each building. There are, however, some general rules of thumb. Buildings, such as adobe structures, located in hot and arid climates may need no additional ventilation if they have been well weatherized and no moisture is penetrating the interior. Also frame buildings with natural cracks and fissures for air infiltration may have a natural air exchange rate of 3 or 4 per hour, and so in arid as well as temperate climates may need no additional ventilation once secured. The most difficult

VENTILATION GUIDANCE CHART

CLIMATE	AIR EXCHANGES		VENTILATION				
Temperature and Humidity	Winter air exchange per hour	Summer air exchange per hour	Frame Buildings passive louvering % of openings louvered		Masonry Buildings passive louvering % of openings louvered		Masonry Buildings fan combination one fan + % louvered
			winter	summer	winter	summer	summer
hot and dry Southwestern areas	less than 1	less than 1	N/A	N/A	N/A	N/A	N/A
cold and damp Northeastern & Pacific northwestern areas	1	2-3	5%	10%	10%	30%	20%
temperate/humid Mid-Atlantic & coastal areas	2	3-4	10%	20%	20%	40%	30%
hot and humid Southern states & tropical areas	3	4 or more	20%	30%	40% or more	80%	40% or more

Figure 19. This is a general guide for the amount of louvering which might be expected for a medium size residential structure with an average amount of windows, attic, and crawl space ventilation. There is currently research being done on effective air exchanges, but each project should be evaluated individually. It will be noticed from the chart that summer louvering requirements can be reduced with the use of an exhaust fan. Masonry buildings need more ventilation than frame buidings. Chart prepared by Sharon C. Park, AIA and Ernest A. Conrad, PE.

buildings to adequately ventilate without resorting to extensive louvering and/or mechanical exhaust fan systems are masonry buildings in humid climates. Even with basement and attic vent grills, a masonry building many not have more than one air exchange an hour. This is generally unacceptable for summer conditions. For these buildings, almost every window opening will need to be fitted out with some type of passive, louvered ventilation.

Depending on the size, plan configuration, and ceiling heights of a building, it is often necessary to have louvered opening equivalent to 5%-10% of the square footage of each floor. For example, in a humid climate, a typical 20'x30' (6.1m x 9.1m) brick residence with 600 sq. ft.(55.5 sq.m) of floor space and a typical number of windows, may need 30-60 sq. ft.(2.75sq.m-5.5 sq. m) of louvered openings per floor. With each window measuring 3'x5'(.9m x 1.5 m) or 15 sq. ft. (1.3 sq.m), the equivalent of 2 to 4 windows per floor may need full window louvers.

Small pre-formed louvers set into a plywood panel or small slit-type registers at the base of inset panels generally cannot provide enough ventilation in most moist climates to offset condensation, but this approach is certainly better than no louvers at all. Louvers should be located to give cross ventilation, interior doors should be fixed ajar at least 4" (10cm) to allow air to circulate, and hatches to the attic should be left open.

Monitoring devices which can record internal temperature and humidity levels can be invaluable in determining if the internal climate is remaining stable. These units can be powered by portable battery packs or can be wired into electric service with data downloaded into laptop computers periodically (see fig. 20). This can also give long-term information throughout the mothballing years. If it is determined that there are inadequate air exchanges to keep interior moisture levels under control, additional passive ventilation can be increased, or, if there is electric service, mechanical exhaust fans can be installed. One fan in a small to medium sized building can reduce the amount of louvering substantially.

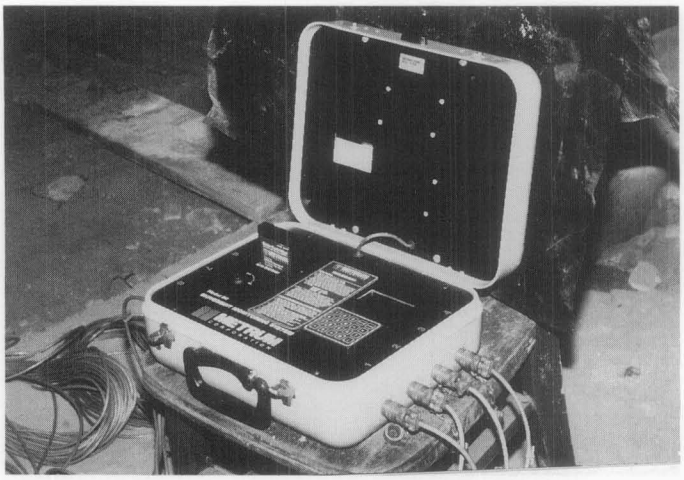


Figure 20. Portable monitors used to record temperature and humidity conditions in historic buildings during mothballing can help identify ventilation needs. This data can be downloaded directly into a lap top computer on site. These monitors are especially helpful over the long term for buildings with significant historic interiors or which are remaining furnished. If interiors are remaining damp or humid, additional ventilation should be added or the source of moisture controlled.

If electric fans are used, study the environmental conditions of each property and determine if the fans should be controlled by thermostats or automatic timers. Humidistats, designed for enclosed climate control systems, generally are difficult to adapt for open mothballing conditions. How the system will draw in or exhaust air is also important. It may be determined that it is best to bring dry air in from the attic or upper levels and force it out through lower basement windows (see fig. 21). If the basement is damp, it may be best to zone it from the rest of the building and exhaust its air separately. Additionally, less humid day air is preferred over damper night air, and this can be controlled with a timer switch mounted to the fan.

The type of ventilation should not undermine the security of the building. The most secure installations use custom-made grills well anchored to the window frame, often set in plywood security panels. Some vents are formed using heavy millwork louvers set into existing window openings (refer back to fig.18). For buildings where security is not a primary issue, where the interior is modest, and where there has been no heat for a long time, it may be possible to use lightweight galvanized metal grills in the window openings (refer back to fig.7). A cost effective grill can be made from the expanded metal mesh lath used by plasterers and installed so that the mesh fins shed rainwater to the exterior.

Securing mechanical systems and utilities. At the outset, it is important to determine which utilities and services, such as electrical or telephone lines, are kept and which are cut off. As long as these services will not constitute a fire



Figure 21. This electric thermostat/humidistat mounted in the attic vent controls a modified ducted air/fan system. The unit uses temporary exposed sheet metal ducts to pull air through the building and exhaust it out of the basement. For over ten years this fan system in combination with 18" x 18" preformed louvers in selective windows has kept the interior dry and with good air exchanges.

hazard, it is advisable to retain those which will help protect the property. Since the electrical needs will be limited in a vacant building, it is best to install a new temporary electric line and panel (100 amp) so that all the wiring is new and exposed. This will be much safer for the building, and allows easy access for reading the meter (see fig. 22).

Most heating systems are shut down in long term mothballing. For furnaces fueled by oil, there are two choices for dealing with the tank. Either it must be filled to the top with oil to eliminate condensation or it should be drained. If it remains empty for more than a year, it will likely rust and not be reusable. Most tanks are drained if a newer type of system is envisioned when the building is put back into service. Gas systems with open flames should be turned off unless there is regular maintenance and frequent surveillance of the property. Gas lines are shut off by the utility company.

If a hot water radiator system is retained for low levels of heat, it generally must be modified to be a self-contained system and the water supply is capped at the meter. This recirculating system protects the property from extensive damage from burst pipes. Water is replaced with a water/glycol mix and the reserve tank must also be filled with this mixture. This keeps the modified system from freezing, if there is a power failure. If water service is cut off, pipes should be drained. Sewerage systems will require special care as sewer gas is explosive. Either the traps must be filled with glycol or the sewer line should be capped off at the building line.



Figure 22. All systems except temporary electric have been shut off at this residence which has been mothballed over 20 years. An electric meter and 100 amp panel box have been set on a plywood panel at the front of the building. It is used for interior lighting and various alarm systems. The building, however, is showing signs of moisture problems with efflourescent stains on the masonry indicating the need for gutter maintenance and additional ventilation for the interior. The vegetation on the walls, although picturesque, traps moisture and is damaging to the masonry. Photo: H. Ward Jandl, NPS.

Developing a maintenance and monitoring plan. While every effort may have been made to stabilize the property and to slow the deterioration of materials, natural disasters, storms, undetected leaks, and unwanted intrusion can still occur. A regular schedule for surveillance, maintenance, and monitoring should be established: (See fig. 23 for maintenance chart).

MAINTENANCE CHART

periodic
- ❑ regular drive by surveillance
- ❑ check attic during storms if possible

monthly walk arounds
- ❑ check entrances
- ❑ check window panes for breakage
- ❑ mowing as required
- ❑ check for graffiti or vandalism

enter every 3 months to air out
- ❑ check for musty air
- ❑ check for moisture damage
- ❑ check battery packs and monitoring equipment
- ❑ check light bulbs
- ❑ check for evidence of pest intrusion

every 6 months; spring and fall
- ❑ site clean-up; pruning and trimming
- ❑ gutter and downspout check
- ❑ check crawlspace for pests
- ❑ clean out storm drains

every 12 months
- ❑ maintenance contract inspections for equipment/utilities
- ❑ check roof for loose or missing shingles
- ❑ termite and pest inspection/treatment
- ❑ exterior materials spot repair and touch up painting
- ❑ remove bird droppings or other stains from exterior
- ❑ check and update building file

Figure 23. Maintenance Chart. Many of the tasks on the maintenance chart can be done by volunteer help or service contracts. Regular visits to the site will help detect intrusion, storm damage, or poor water drainage.

The fire and police departments should be notified that the property will be vacant. A walk-through visit to familiarize these officials with the building's location, construction materials, and overall plan may be invaluable if they are called on in the future.

The optimum schedule for surveillance visits to the property will depend on the location of the property and the number of people who can assist with these activities. The more frequent the visits to check the property, the sooner that water leaks or break-ins will be noticed. Also, the more frequently the building is entered, the better the air exchange. By keeping the site clear and the building in good repair, the community will know that the building has not been abandoned (see fig. 24). The involvement of neighbors and community groups in caring for the property can ensure its protection from a variety of catastrophic circumstances.

The owner may utilize volunteers and service companies to undertake the work outlined in the maintenance chart. Service companies on a maintenance contract can provide yard, maintenance, and inspection services, and their reports or itemized bills reflecting work undertaken should be added to update the building file.

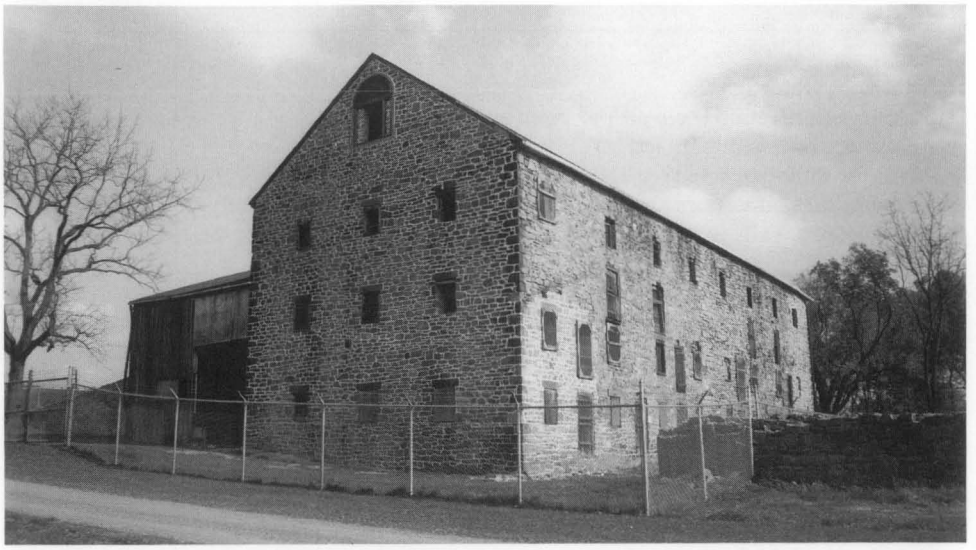


Figure 24. Once mothballed, a property must still be monitored and maintained. The openings in this historic barn has been modified with a combination of wood louvers and metal mesh panels which require little maintenance. The grounds are regularly mowed, even inside the chain link security fence. Photo: Williamsport Preservation Training Center, NPS.

Components of a Mothballing Project

Document: Brearley House, New Jersey; 2½ story center hall plan house contains a high degree of integrity of circa 1761 materials and significant early 19th century additions. Deterioration was attributable to leaking roof, unstable masonry at gables and chimneys, deteriorating attic windows, poor site drainage, and partially detached gutters. Mothballing efforts are required for approximately 7-10 years.

Stabilize: Remove bat droppings from attic using great caution. Secure historic chimneys and gable ends with plywood panels. Do not take historic chimneys down. Reroof with asphalt shingles and reattach or add new gutters and downspouts. Add extenders to downspouts. Add bug screens to any ventilation areas. Add soil around foundation and slope to gain positive drain; do not excavate as this will disturb archeological evidence.

Mothball: Install security fence around the property. Secure doors and windows with plywood panels (½" exterior grade). Install preformed metal grills in basement and attic openings. Add surface mounted wiring for ionization smoke and fire detection with direct wire to police and fire departments. Shut off heat and drain pipes. Add window exhaust fan set on a thermostatic control. Provide for periodic monitoring and maintenance of the property.

Figure 25. Above is a summary of the tasks that were necessary in order to protect this significant property while restoration funds are raised. Photographs: Michael Mills; Ford Farewell Mills Gatsch Architects.



a. A view showing the exterior of the house in its mothballed condition.



b. Plywood panels stabilize the chimneys. Note the gable vents.



c. The exhaust fan has tamper-proof housing.

MOTHBALLING CHECKLIST

Mothballing Checklist In reviewing mothballing plans, the following checklist may help to ensure that work items are not inadvertently omitted.	Yes	No	Date of action or comment.
Moisture • Is the roof watertight? • Do the gutters retain their proper pitch and are they clean? • Are downspout joints intact? • Are drains unobstructed? • Are windows and doors and their frames in good condition? • Are masonry walls in good condition to seal out moisture? • Is wood siding in good condition? • Is site properly graded for water run-off? • Is vegetation cleared from around the building foundation to avoid trapping moisture?			
Pests • Have nests/pests been removed from the building's interior and eaves? • Are adequate screens in place to guard against pests? • Has the building been inspected and treated for termites, carpenter ants, and rodents? • If toxic droppings from bats and pigeons are present, has a special company been brought in for its disposal?			
Housekeeping • Have the following been removed from the interior: trash, hazardous materials such as inflammable liquids, poisons, and paints and canned goods that could freeze and burst? • Is the interior broom-clean? • Have furnishings been removed to a safe location? • If furnishings are remaining in the building, are they properly protected from dust, pests, ultraviolet light, and other potentially harmful problems? • Have significant architectural elements that have become detached from the building been labeled and stored in a safe place? • Is there a building file?			
Security • Have fire and police departments been notified that the building will be mothballed? • Are smoke and fire detectors in working order? • Are the exterior doors and windows securely fastened? • Are plans in place to monitor the building on a regular basis? • Are the keys to the building in a secure but accessible location? • Are the grounds being kept from becoming overgrown?			
Utilities • Have utility companies disconnected/shut off or fully inspected water, gas, and electric lines? • If the building will not remain heated, have water pipes been drained and glycol added? • If the electricity is to be left on, is the wiring in safe condition?			
Ventilation • Have steps been taken to ensure proper ventilation of the building? • Have interior doors been left open for ventilation purposes? • Has the secured building been checked within the last 3 months for interior dampness or excessive humidity?			

Figure 26.. MOTHBALL CHECKLIST. This checklist will give the building owner or manager a handy reference guide to items that should be addressed when mothballing a historic building. Prepared by H. Ward Jandl, NPS.

Conclusion

Providing temporary protection and stabilization for vacant historic buildings can arrest deterioration and buy the owner valuable time to raise money for preservation or to find a compatible use for the property. A well planned mothballing project involves documenting the history and condition of the building, stabilizing the structure to slow down its deterioration, and finally mothballing the structure to secure it (See fig. 25). The three highest priorities for the building while it is mothballed are 1) to protect the building from sudden loss, 2) to weatherize and maintain the property to stop moisture penetration, and 3) to control the humidity levels inside once the building has been secured. See Mothballing Checklist Figure 26.

While issues regarding mothballing may seem simple, the variables and intricacies of possible solutions make the decision-making process very important. Each building must be individually evaluated prior to mothballing. In addition, a variety of professional services as well as volunteer assistance are needed for careful planning and repair, sensitively designed protection measures, follow-up security surveillance, and cyclical maintenance (see fig. 27).

In planning for the future of the building, complete and systematic records must be kept and generous funds allocated for mothballing. This will ensure that the historic property will be in stable condition for its eventual preservation, rehabilitation, or restoration.

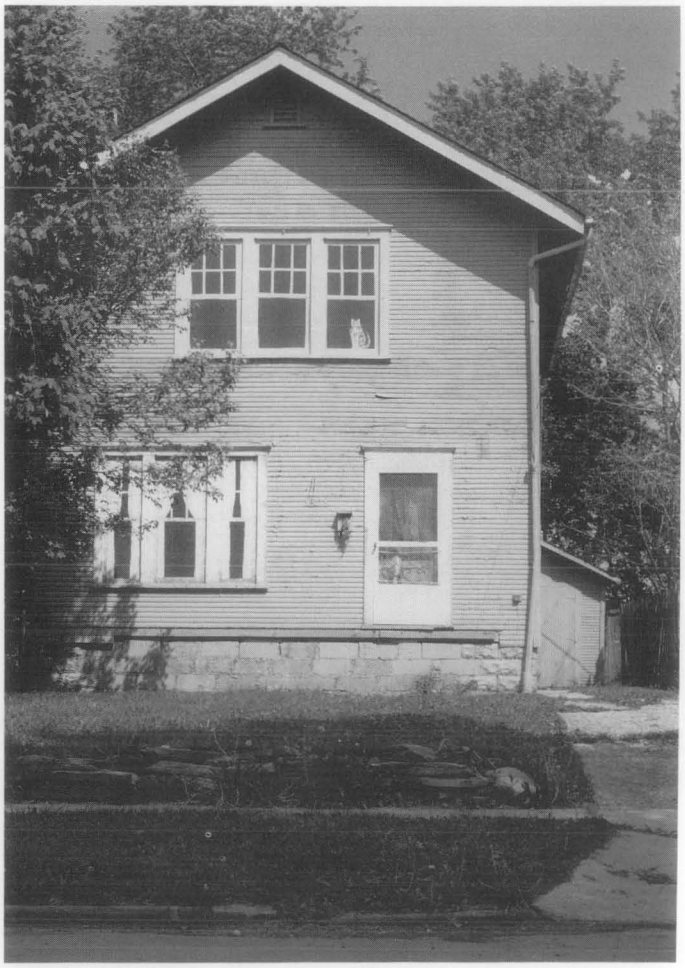


Figure 27. This residential building blends into its neighborhood even though all the windows have been covered over and the front steps are missing. The grounds are maintained and the special attention to decoratively painting the window panels shows that the property is being well cared for until it can be rehabilitated. Photo: Ohio Historical Society.

Acknowledgements

This publication has been prepared pursuant to the National Historic Preservation Act of 1966, as amended, which directs the Secretary of the Interior to develop and make available information concerning historic properties. Comments on the usefulness of this publication may be directed to H. Ward Jandl, Deputy Chief, Preservation Assistance Division, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127. This publication is not copyrighted and can be reproduced without penalty. Normal procedures for credit to the author and the National Park Service are appreciated.

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All photographs and drawings are by the author unless otherwise noted.

Cover photograph: Mothballing of this historic house involved a new membrane roof covering over the historic roof and slatted window covers for security and ventilation. Photo: Williamsport Preservation Training Center, NPS.

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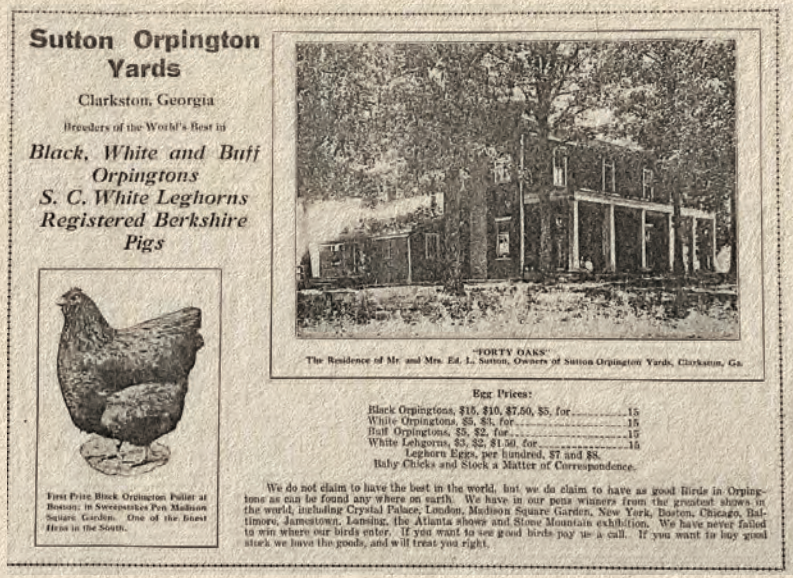
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HISTORIC RESOURCE ASSESSMENT OF FORTY OAKS

City of Clarkston, DeKalb County, Georgia



Sutton Orpington Yards

Clarkston, Georgia

Breeders of the World's Best in

Black, White and Buff Orpingtons
S. C. White Leghorns
Registered Berkshire Pigs

First Prize Black Orpington Pullet at Boston; in Sweepstakes Pen Madison Square Garden. One of the Finest Hens in the South.

"FORTY OAKS"
The Residence of Mr. and Mrs. Ed. L. Sutton, Owners of Sutton Orpington Yards, Clarkston, Ga.

Egg Prices:

Black Orpingtons, $15, $10, $7.50, $5, for 15
White Orpingtons, $5, $3, for 15
Buff Orpingtons, $5, $2, for 15
White Lehgorns, $3, $2, $1.50, for 15
Leghorn Eggs, per hundred, $7 and $8.
Baby Chicks and Stock a Matter of Correspondence.

We do not claim to have the best in the world, but we do claim to have as good Birds in Orpingtons as can be found any where on earth. We have in our pens winners from the greatest shows in the world, including Crystal Palace, London, Madison Square Garden, New York, Boston, Chicago, Baltimore, Jamestown, Lansing, the Atlanta shows and Stone Mountain exhibition. We have never failed to win where our birds enter. If you want to see good birds pay us a call. If you want to buy good stock we have the goods, and will treat you right.





New South Associates, Inc

Historic Resource Assessment of Forty Oaks

City of Clarkston, DeKalb County, Georgia

Report submitted to:

City of Clarkston • City Hall Annex • 1055 Rowland Street • Clarkston, Georgia 30021

Report prepared by:

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March 8, 2023 • Draft Report
New South Associates Technical Report 4435

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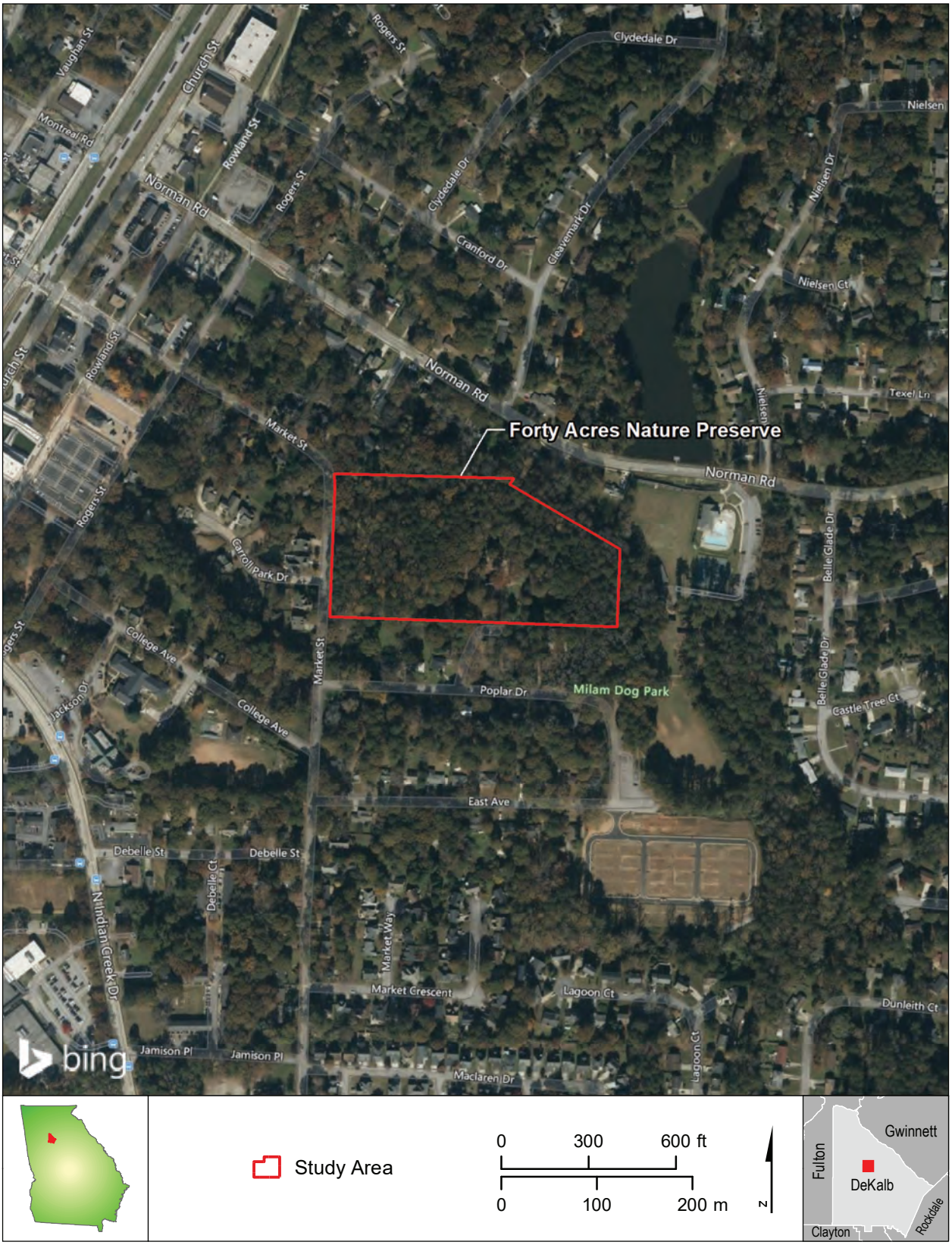
I. INTRODUCTION

New South Associates, Inc. (NSA) contracted with the City of Clarkston to complete a historic resource assessment of Forty Oaks, a historic house within the Forty Oaks Nature Preserve in DeKalb County in the city of Clarkston, Georgia (Figure 1). The historic resource assessment will inventory the resource, identify its character-defining features, and assess its integrity. The assessment includes a history of the house and its previous owners, the Sutton family.

The Forty Oaks Nature Preserve is the result of the sale of the Sutton family's property by Hazel Sutton to the DeKalb County Parks and Recreation Department in 1972. Miss Sutton donated half of the 10.5-acre estate to DeKalb County, while selling them the remaining 5.25 acres. The arrangement included the stipulation that Miss Sutton, her sister, and her brother, all in their 70s and 80s at the time, could live on the property for the rest of their lives with the county paying their utilities, taxes, insurance, and maintenance. It was also agreed that the park created on the property would be called Forty Oaks, after the family estate. DeKalb County operated the nature preserve until 2018, when the City of Clarkston took ownership of the property. The city is exploring options for the best use of the land and the house.

This report contains four chapters, including this introduction. Chapter II, methodologies, outlines the research and field survey techniques, while Chapter III discusses the history and life of Ed L. Sutton, a previous owner of Forty Oaks. Chapter IV presents the findings of the field survey and recommendations.

Figure 1.
Map Showing The Location of Forty Oaks



Basemap: Bing Maps Hybrid

II. METHODOLOGY

BACKGROUND RESEARCH

Background research was performed to learn more about the history of the city of Clarkston, the use of the house at Forty Oaks, and the Sutton family who owned and lived at the house at Forty Oaks for over 80 years. Research began at the DeKalb History Center to review the center's architecture subject file on the house at Forty Oaks. Those materials pertinent to the history of the house or the Sutton family were scanned. This included copies of newspaper articles, tour of historic homes itineraries, and historic photographs. Additional research was completed at the Main Branch of the DeKalb County Public Library in Decatur, Georgia and the University of Georgia Libraries in Athens, Georgia to study general histories and historic maps. Internet research was conducted to locate general information about the property, as well as to research the Sutton family history through websites such as ancestry.com and findagrave.com.

While all these mediums helped to create a more complete picture of the history of Clarkston, the house at Forty Oaks, and the Sutton family, newspaper research netted the most information and insight into the life of Ed L. Sutton, a previous owner of Forty Oaks and a prominent figure in Clarkston's history. Due to his work in journalism, participation in politics, and activism in the unions, Sutton was often mentioned in the newspaper, either when he took a new position at the newspaper, was a delegate for the Progressive Party, or gave a speech at an Atlanta Typographical Union meeting. Through mentions and articles in the newspapers, one can follow Sutton's work and milestones and create a loose timeline of the trajectory of his life.

FIELDWORK

Fieldwork consisted of a visit to the house at Forty Oaks to tour the property and survey the house. Interior access to the house was provided by the City of Clarkston, so the inside and the outside of the house was photographed with a digital camera. Notes of observations made of the house's exterior architectural features and its interior spaces were recorded. Rodney Beck, the City of Clarkston Public Works Director, and two members of the Clarkston Historic Preservation Commission, Dean Moore and Ashton Walker, provided their insights during the tour of the property.

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III. EDWARD L. SUTTON FAMILY HISTORY

Edward L. Sutton was born on June 12, 1864 in Lafayette, Walker County, Georgia to Davis Cass and Drucilla Sutton. Davis Cass, also known as D.C., was a lawyer and active in local politics, as he was the secretary of the Democratic party of Walker County and the Walker County school board commissioner. However, D.C. was convicted of bigamy in 1878. It appears that he was convicted in a trial that took place in April 1878 and he soon escaped from a prison in Cobb County along with two other inmates in September 1878. Davis was apparently apprehended, as he is included in a long list of inmates in the 1880 census of Cedartown, Polk County, Georgia (U.S. Census 1880). The rest of the Sutton household was counted in the 1880 census of Summerville, Chattooga County, Georgia; Drucilla was listed as the head of the household (U.S. Census 1880). Edward, who was only 15 years old at the time, is recorded as working in a printing office.

Upon serving his sentence, D.C. returned to North Georgia and moved his family from Summerville to Dahlonega. Presumably having lost his law license due to his conviction, D.C. established the firm of D.C. Sutton & Son and got into the newspaper and publishing business, taking advantage of his son's newly acquired printing skills. A notice in the September 10, 1885 edition of the *Ellijay Courier* notes that the junior partner of the firm Sutton & Son, Mr. Ed L. Sutton, was leaving the firm, causing the *Signal*, Dahlonega's local newspaper published by Sutton & Son, to lose "one of its most spicy and sensible writers" and a "proficient and stylish printer" (The Ellijay Courier 1885). On April 8, 1886, the *Ellijay Courier* ran a brief note stating that Ed Sutton was gaining distinction as a gifted reporter due to his work as the Atlanta correspondent to the *Walton News* and other state papers (The Ellijay Courier 1886).

Sutton was initiated into the Kappa Sigma fraternity by the supreme officers during a ceremony in Richmond, Virginia held in 1885 (Macon Daily Telegraph 1913). Sutton's membership in the fraternity was unique because he had not attended college; at the time, the only other man initiated in the Kappa Sigma fraternity who had not attended college was Jefferson Davis (Macon Daily Telegraph 1913). Purportedly, the reason for his membership was to assist in reviving the fraternity in the state of Georgia, and Sutton did make two attempts at establishing Kappa Sigma chapters at two different institutions. The first was at the North Georgia Agricultural College (now the University of North Georgia) in Dahlonega, Georgia. Here Sutton was a charter member, helping to establish the 19th chapter in 1885 (Dunlap 1907). The second was at Emory College (now

Emory University) in Oxford, Georgia. Sutton sponsored this chapter in 1887 (Dunlap 1907). Both chapters are still active at their respective institutions. In 1887 Sutton was the second person named as the editor of the fraternity's magazine, the *Caduceus*, the official publication of the Kappa Sigma fraternity. The magazine is still in publication (Dunlap 1907).

In 1887, Sutton married Fannie Saye, daughter of R.A. Saye (U.S. Census 1900) (Figure 2a). In the same year the couple took up residence in Valdosta, where Ed worked for *The Valdosta Times* as a job printer and foreman, but it appears he would work at any position as needed, including journalist and editor (The Valdosta Times 1889). He left *The Valdosta Times* in 1889 after accepting a position as editor and business manager of the *DeKalb Chronicle* (The Valdosta Times 1889). It was also in 1889 that the Suttons' first daughter, Marie, was born (U.S. Census 1900).

It appears that the Suttons initially lived in Atlanta in the early 1890s, since Ed Sutton is listed as a boarder at 269 Luckie Street as early as 1888. Additionally, the March 15, 1891 edition of the *Atlanta Constitution* noted in its society column that Mrs. Ed L. Sutton hosted Miss Jennie Ford of Baltimore at Sutton's home at 108 Stonewall Street, in southwest Atlanta (Atlanta Constitution 1891). Between 1891 and 1897, the Suttons had four more children: Howard, Harold, Hazel, and Winifred (U.S. Census 1900). Sutton continued his work in newspapers. In 1895 he joined newspaper editors from across the state of Georgia touring the 1895 Cotton States and International Exposition. Sutton was working at the *Clarkston Clarion* at the time (The Atlanta Constitution 1895). He was also more active in the Atlanta Typographical Union, serving as both President (1895-1896) and secretary (1897) and helping to write the organization's constitution (Atlanta Constitution 1896, 1897a) (Figure 2b). In addition to his newspaper work and union activism, Sutton became involved in politics as a member of the Populist movement. He represented Georgia's Fifth District at the party's convention in 1896 and in 1897 he started his own Populist newspaper, the *Granite City News*, covering Lithonia and DeKalb County (Chattanooga Daily Times 1896; People's Party Paper 1897).

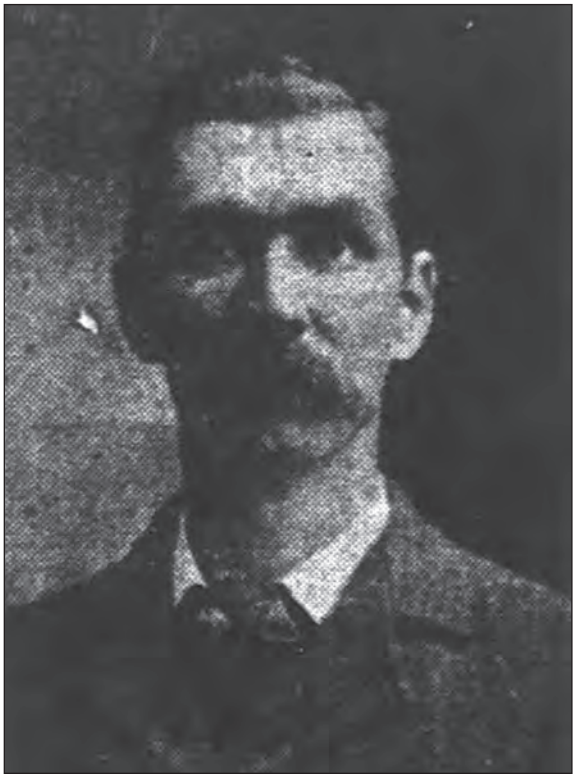
In 1892, the Suttons moved to Clarkston, which was, at the time, a small but established town on the Georgia Railroad. Their new home, Forty Oaks, consisted of approximately 20 acres of land, partially within the city limits, on the eastern edge of Clarkston, and a modest house. The rural town advertised pristine vistas and generous allotments of farmland, and its primary agricultural products were cotton and Angora goats; the latter the source of the town's nickname "Goatsville" (City of Clarkston 2023; Garrett 1969; Haley 2019). Small-scale agriculture and small family farms were typical in Clarkston and its vicinity. The Sutton family established their own family farm, raising chickens and rabbits. An 1897 newspaper advertisement marketed eggs for hatching – 15 eggs for $1.50 – and hares and rabbits for sale from Ed L. Sutton in Clarkston, Georgia (Atlanta Constitution 1897b) (Figure 3a).

Figure 2.
Photographs of the Suttons



A. Photograph showing Ed and Fannie Sutton, 1887

Source: Third Presbyterian Sabbath School, Second Division. Fulton County Banner School For 1887. On file at the DeKalb History Center



Source: Atlanta Constitution 1901b

B. Photograph of Ed L. Sutton After Being Elected the Editor of the Journal of Labor

Figure 3.
Sutton Orpington Yards



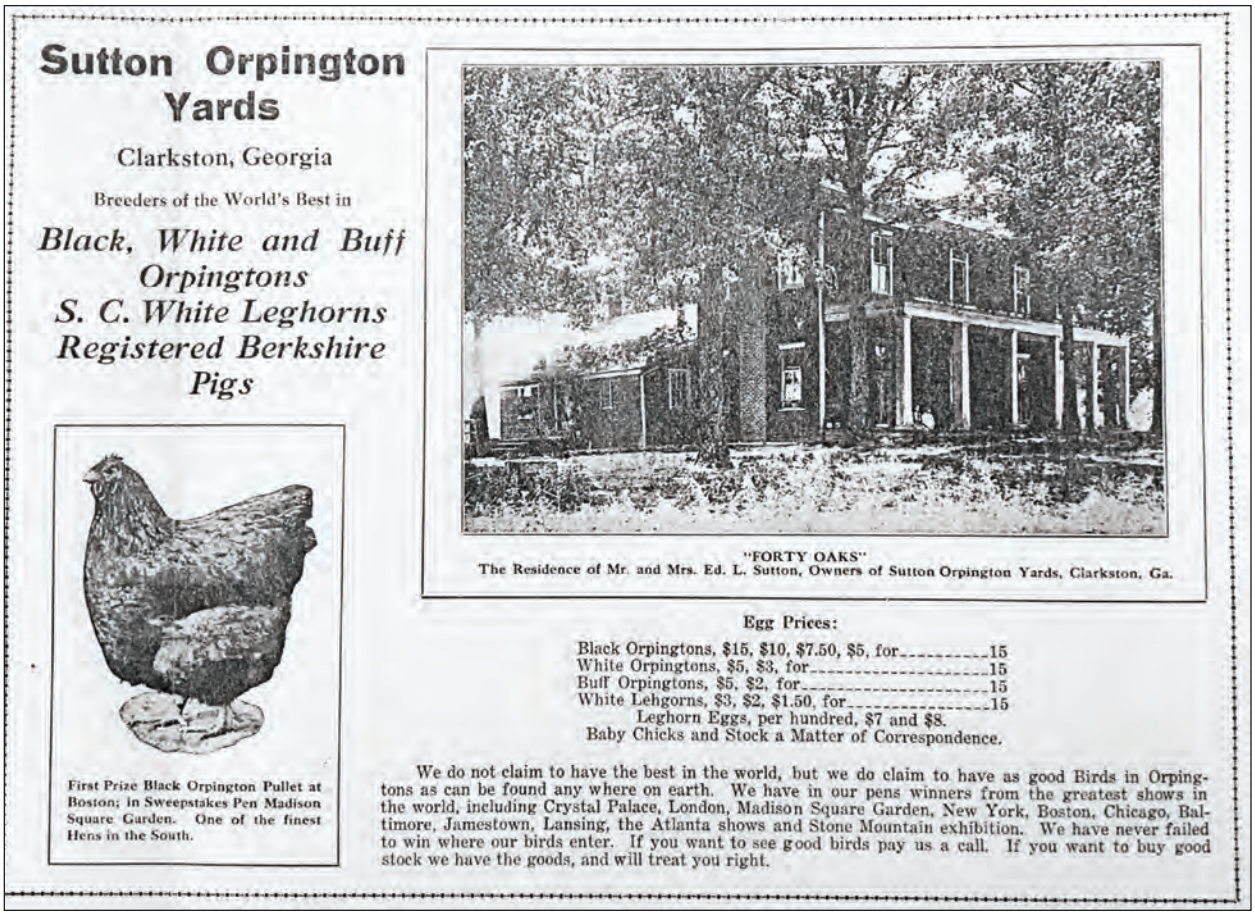
FOR SALE—Chickens, Eggs, Etc.

EGGS FOR HATCHING—Beauty Buff Leghorns, Black Minorcas, Light Brahmas, 15 for $1.50. No stock for sale. Belgian hares, white Belgian hares, English rabbits. None finer. Ed L. Sutton, Clarkston, Ga.

apr 25 2t sun

A. Advertisement Placed in The Atlanta Constitution for Chickens and Eggs for Hatching, 1897

Source: Atlanta Consitution 1897b



Sutton Orpington Yards

Clarkston, Georgia

Breeders of the World's Best in

Black, White and Buff Orpingtons
S. C. White Leghorns
Registered Berkshire Pigs

First Prize Black Orpington Pullet at Boston; in Sweepstakes Pen Madison Square Garden. One of the finest Hens in the South.

"FORTY OAKS"
The Residence of Mr. and Mrs. Ed. L. Sutton, Owners of Sutton Orpington Yards, Clarkston, Ga.

Egg Prices:

Black Orpingtons, $15, $10, $7.50, $5, for 15
White Orpingtons, $5, $3, for 15
Buff Orpingtons, $5, $2, for 15
White Lehgorns, $3, $2, $1.50, for 15
Leghorn Eggs, per hundred, $7 and $8.
Baby Chicks and Stock a Matter of Correspondence.

We do not claim to have the best in the world, but we do claim to have as good Birds in Orpingtons as can be found any where on earth. We have in our pens winners from the greatest shows in the world, including Crystal Palace, London, Madison Square Garden, New York, Boston, Chicago, Baltimore, Jamestown, Lansing, the Atlanta shows and Stone Mountain exhibition. We have never failed to win where our birds enter. If you want to see good birds pay us a call. If you want to buy good stock we have the goods, and will treat you right.

B. Advertisement for Sutton Orpington Yards, 1912

Source: DeKalb New Era 1912

In June 1900, tragedy befell the Sutton family when Fannie died after an extended illness. Despite his wife's untimely passing, Sutton continued to be active in public life. In 1901, he was still serving on committees for the Atlanta Typographical Union, was elected as the editor of the *Journal of Labor* by the Federation of Trades, a group composed of several trade unions, and was serving his term as the fourth mayor of Clarkston (Atlanta Constitution 1901a, 1901b) (Figure 2b). By the first decade of the 1900s, Sutton had established himself as not only a printer, but a journalist, editor, and union advocate. Through holding positions of leadership and giving speeches, Sutton became a well-known union man. This is evinced by a February 2, 1904 *Macon News* piece announcing that Sutton would be in Macon on that day visiting his sister, noting that he is "one of the best known organized labor men in the state, and has done a great deal of valuable work for the labor people, being ever ready with voice and pen to champion their cause whenever necessary" (Macon News 1904). The piece goes on to mention that Sutton was in charge of the *Atlanta Weekly Journal* and that he will most likely attend the meeting of the Central Labor Union while he is in Macon, assuring that if Sutton gives a speech at the meeting, "all who hear him are guaranteed a pleasant as well as an instructive evening" (Macon News 1904). Most likely due to his work with organized labor and unions in the state, Sutton was appointed by Georgia Governor Hoke Smith as one of 20 delegates to attend a convention in New Orleans in May 1909 concerning reforms and enacting uniform legislation on child labor (Birmingham Age-Herald 1909).

Sutton remarried in 1907 to Jackie Brown, about whom little can be found besides the fact that she grew up in Atlanta and she had two sons, Robert and James Bush, and a daughter, Edna Bush, presumably from a previous marriage.

The farm at Forty Oaks continued to be successful in raising breeding chickens, turkeys, and pigs. As noted more specifically in a 1912 advertisement for Sutton Orpington Yards, the farm bred various types of Orpington and South Carolina Leghorn chickens, as well as turkeys and Berkshire Pigs (DeKalb New Era 1912) (Figure 3b). The farm sold eggs for hatching and baby chicks. The advertisement also lists all the poultry shows around the country where the Suttons' birds have won, including exhibitions in Boston, New York City, Chicago, and London (DeKalb New Era 1912). Sutton was also the president of the DeKalb County Poultry Association (Atlanta Semi-Weekly Journal 1912).

In addition to his employment as a newspaper editor, his work advocating for unions, his political volunteerism, breeding prize-winning chickens, and upholding familial obligations, Sutton once again lent his editorial skills to the Kappa Sigma fraternity. In 1910, Sutton was named as the editor of the fraternity's magazine, the *Caduceus*, a second time (Macon Daily Telegraph 1910). In addition to editing the magazine, he attended meetings on the local, regional, and national levels, gave speeches, and held the position of a district grand master (Macon Daily Telegraph 1914).

On April 6, 1917, the United States Congress declared war on Germany, entering the country into what would be known as World War I. As American men began enlisting to join the war effort, they left behind jobs and families. Some of these positions were filled by men who were too old to enlist in the military, but young enough to be in the workforce. During a meeting of Atlanta's Board of Education in August 1917, professors were elected to fill vacancies in the local high schools due to teachers enlisting, being drafted, and entering officers' training camps (Atlanta Constitution 1917). At Atlanta's Technological High School, referred to as Tech High, Ed L. Sutton was appointed as head of the printing department (Denver Labor Bulletin 1917). During his time in education, Sutton continued his advocacy of unions and organized labor. He supported the Junior Union of the Atlanta Typographical Union, composed of printing apprentices, advising them, in a speech, of the importance of a high school education in addition to serving their apprenticeships (Atlanta Constitution 1923). Additionally, he was a member of the Atlanta Federation of Teachers, representing the union at the American Federation Convention in Chicago in 1924 (Atlanta Constitution 1924).

If Sutton held political aspirations, they did not materialize beyond his work with unions and local government. In 1913, a brief in the *United Labor Bulletin* noted that Sutton was being mentioned as a candidate for the United States Congress to represent the Atlanta, Georgia district but there is no indication that he ran for national office (United Labor Bulletin 1913). Sutton did run for DeKalb County's third representative seat to Georgia's General Assembly in 1921, finishing fourth with 118 votes (Atlanta Tri-Weekly Journal 1921).

By 1930, Ed and Jackie were the only residents at Forty Oaks. Now in his late 60s, and with all five children no longer at home, Sutton began to shed some of the roles he had taken on. It appears that he stopped breeding and showing chickens, as no information about Sutton Orpington Yards was found after the 1910s. It also appears that Sutton stepped away from his work in newspapers once he started teaching at Tech High. Sutton taught printing at the high school for 23 years until his retirement in 1940 at the age of 76 (Atlanta Constitution 1937). Sutton also remained active in the unions, attending the 1935 Georgia Federation of Labor meeting in Augusta as a delegate and giving a speech at the 75th Anniversary celebration of the Atlanta Typographical Union. Sutton was honored as the union's oldest living member (Atlanta Constitution 1935a, 1935b) (Figure 4).

On October 31, 1934, Jackie Sutton died after an extended illness that beset her after falling and injuring her back. Sometime after Jackie's death, Ed's youngest daughter, now Winifred Johnston, moved back to Forty Oaks with her daughter, Patricia, and her mother-in-law, Ella West Johnston (United States Census 1940).

Figure 4.
Ed Sutton at the 75th Anniversary Banquet of the Atlanta Typographical Union
(Top Row, Second from Left)



Source: Atlanta Constitution 1935b

Working for the city of Clarkston and participating in union events carried Sutton through his retirement years. In 1939, Sutton held a position as one of Clarkston's tax assessors (Atlanta Constitution 1939). Through the 1940s, he maintained his membership in the Atlanta Typographical Union and regularly attended meetings, including the Georgia Printing Trades Conference in Macon in 1944. He was 80 at the time (Macon Telegraph 1944).

Ed L. Sutton died at the age of 87 on June 17, 1951. He was survived by his three daughters and one of his sons, Harold (his son Howard had died the year before at the age of 60), as well as his three stepchildren from his marriage to Jackie, one sister, one brother, 16 grandchildren, and 18 great-grandchildren (Atlanta Constitution 1951). After Ed's passing, it seems that his daughter Hazel, who had moved back to Clarkston by 1950 to care for her father, remained at Forty Oaks, eventually joined by her older brother Harold and younger sister Winifred. The three siblings were all living at Forty Oaks by 1972, when Hazel approached DeKalb County about giving the property to the parks department. Miss Sutton struck an agreement with Commission chairman Clark Harrison in which she would donate half of the 10.5-acre estate to DeKalb County, while selling them the remaining 5.25 acres (Atlanta Constitution 1972). Additionally, the county agreed to allow Miss Sutton, her sister, and her brother, all in their 70s and 80s at the time, to live on the property for the rest of their lives and the county would pay the utilities, taxes, insurance, and maintenance (Atlanta Constitution 1972). It was also agreed that the park created on the property would be called Forty Oaks, after the family estate.

Harold Sutton passed away in 1973, shortly after the agreement with the county was reached, while Hazel died in a nursing home in Milledgeville in 1985 and Winifred died in 1991 at the age of 94. Ostensibly, since neither sister lived out her final days at the house at Forty Oaks, the county most likely took possession of the property by the early 1980s. While under ownership of the DeKalb County Department of Parks and Recreations, the former Sutton home was converted into office space for use by DeKalb Natural Resources and the Atlanta Outward Bound Center. The non-profit agency Global Growers most recently used the house as office space and they continue to use the land adjacent to the house as a community garden. The property was given to the city of Clarkston by DeKalb County via a quit-claim deed in May 2018. The house has been vacant since 2018.

IV. RESULTS AND RECOMMENDATIONS

The Forty Oaks Nature Preserve is located at 3790 Market Street within the city limits of Clarkston. The property is bounded by residences along Norman Road to the north, Milam Park to the east, residences on Poplar Drive to the south, and Market Street to the west. A cobble stone apron and two stone pillars – installed circa 2016 -- mark the gravel driveway that winds through the trees to the house. On the western end of the parcel is park infrastructure, an interpretive panel about invasive plant species and the remnants of a walking path, that DeKalb County installed. The driveway ends in a loop in front of the house, which is on the southside of the driveway. None of the property's outbuildings are extant. Two poured concrete foundations are present on the north side of the driveway loop and may have been the chicken breeding houses.

EXTERIOR DESCRIPTION

The house is an I-House that was constructed circa 1890 (Figure 5). The two-story residence is of frame construction with a side-gable roof and stone pier foundation. The roof has incurred damage and has been covered by a tarp for an extended period of time. The historic core of the house is clad in weatherboard siding. A full-width front porch spans the symmetrical front elevation and consists of a hip roof supported by box columns with a spindlework balustrade. The plank porch floor sits on a pier foundation with brick infill. The porch ceiling is made of plywood. It appears that the porch has been reconstructed within the last 20 years, as the porch ceiling, floor, and balustrade are constructed of modern materials and the columns do not appear to be historic. The northern end of the porch roof has started to collapse.

Within the porch is the central front door and two full-height windows (Figure 6a). The non-historic front door is topped by a transom window and framed by pilasters that extend the height of the transom window and support a cornice that extends across the top of the transom. The windows are two-over-four double-hung wood sashes. Heavy moldings and a simple entablature comprise the window surrounds. The second story has two-over-two double-hung sash windows. All the windows on the front elevation are flanked by vinyl faux shutters.

The house has a chimney on each gable end. Both of the chimneys have been removed and the area where the chimneys stood have been replaced by a box that is clad in wood siding (Figure 6b). The parged masonry chimney base remains. Two-over-two double-hung sash windows on the first and second stories flank the former chimneys, as well as small wood vents in the upper gable ends.

Figure 5.
Exterior Photographs of Forty Oaks 1 of 3



A. Front Elevation, Facing South



B. Oblique View, Facing Southwest

Figure 6.
Exterior Photographs of Forty Oaks, 2 of 3



A. Detail of the Front Door and Window within the Front Porch, Facing South



B. West Elevation, Facing East

Although the windows are obscured by plywood, it is assumed that they have the same surrounds as the windows on the front elevation. The house retains classical architectural details, such as pilasters at the corners of the house, cornice running under the roof eaves, and a raking cornice and cornice returns on the gable ends (Figure 7a).

The house has multiple additions to the rear elevation: a one-story enclosed back porch, a second one-story addition that was also most likely a back porch, a two-story gable-roof wing addition, and a small side entry porch addition (Figure 7b). While a 2022 building condition assessment estimates these additions were constructed between 1930 and 1985, earlier dates of construction for the multiple additions fit better with the house's periods of use and the life of the Sutton family (Telker 2022). The first enclosed back porch is most likely original to the house and, considering the Suttons occupied the house as early as 1892, could have been enclosed as early as circa 1900. The second enclosed back porch was most likely constructed around the time the original was enclosed, circa 1900. It may have been enclosed circa 1925 to accommodate a kitchen. The enclosed back porches have a hip roof and are clad in weatherboard siding. Casement windows are present on the south elevation of the additions along with the back door, all of which are covered by plywood.

The two-story gable-roof wing addition was most likely built in stages, with the first story constructed circa 1920 (Figure 8). An image in a newspaper advertisement for Sutton Opington Yard from about 1912 is an oblique view of the house at Forty Oaks, showing the front and east elevations (Figure 3b). The image shows a large addition or building off the rear of the house on the eastern end. The building is larger than the current two-story addition on the east end of the rear elevation and may have been a detached kitchen. Therefore, one can assume that the gable-roof wing addition was not constructed until after 1912. The small side porch was most likely added to the wing addition once it was constructed, or shortly thereafter.

The second story of the wing addition was most likely added much later, as late as circa 1955. It seems that Hazel most likely lived at Forty Oaks after her father's death, as she was employed as a bookkeeper at a real estate office in Decatur. Hazel may have had the room constructed once she settled into the family home to provide space for an upstairs laundry room, as a dryer vent is still present on the exterior wall of this addition. A later build date would also account for the application of asbestos shingles on this wing, but no other exterior walls, of the house. The gable-roof wing addition occupies the eastern end of the rear elevation and sits on a brick foundation. It has paired sash windows on the first and second story. On the east side of the addition is a pent roof and the side entrance porch. The section of the addition under the pent roof is clad in non-historic T1-11 siding.

Figure 7.
Exterior Photographs of Forty Oaks, 3 of 3



A. Detail of Corner Pilaster and Cornice Returns, Facing Southeast



B. Rear Elevation, Facing Northwest

Figure 8.
East Elevation Showing the Two-Story Addition, Facing West



Part of the pent roof extends out over the side doorway, creating a shed-roof entry porch. The entry porch is comprised of a plank floor on a concrete block foundation with wood steps leading up to the porch. Square wood posts support the shed roof and a wood railing with pickets runs the perimeter of the porch and down either side of the stairs. Although the porch has been reconstructed within the last 20 years, a side entrance and porch were most likely added to the house when the gable wing addition was constructed, circa 1920.

INTERIOR DESCRIPTION

The interior of the house has a central hall plan, as the front door leads into a foyer that contains the staircase. Underneath the staircase is what was originally a back door leading onto a back porch (Figure 9a). The staircase baluster and newel post are simple. The wood balusters are square capped by a rounded handrail. The newel post is square and minimally carved to suggest a column. A small bench was constructed along the side of the staircase and has a wood side with two panels and is backed with wainscoting topped by an entablature. The foyer has an original hardwood floor, as do all the rooms in the historic core of the house.

The room to the right of the front door, or the west end of the house, has an ornate, wood fireplace mantel composed of two attenuated Ionic columns and a delicate cornice running along the top of the mantel's first tier (Figures 9b and 10a). The second tier of the mantel is topped by a second delicate cornice with an egg and dart motif. An ornate scrollwork carving is on the header above the firebox. Most of the original firebox is enclosed with brick, most likely to convert the fireplace from wood to coal. From the look of the brick, this may have been around 1930. The fireplace's hearth is concrete. Considering that this fireplace is more ornate than the others in the house, this room may have been used as a parlor or sitting room. A second door on the south end of the room leads to the enclosed back porches. The doors and windows in this room are framed by heavy molding with corner rosettes.

The room to the left of the front door, on the east side of the house, is much like the previous room except its mantel has been removed and the fireplace sealed. The concrete hearth remains (Figure 10b). The doors and windows in this room have the same surrounds as in the west room. A door on the south end of the room leads into the first floor of the hip roof wing addition.

The second floor of the historic core originally had three rooms: one on the east side of the house, one on the west side, and a central room (Figures 11-12). The fireplaces in the east and west rooms have much simpler mantels consisting of a shelf supported by curved brackets with thin, fluted legs. Brick comprises the hearths. Both fireplaces have been sealed. The windows and doors have heavy molding surrounds that are slightly less ornate than the first-floor rooms.

Figure 9.
Interior Photographs of Forty Oaks, 1 of 6



A. The Foyer, Facing South



B. The West Room, Facing Southwest

Figure 10.
Interior Photographs of Forty Oaks, 2 of 6



A. Detail of the Fireplace in the West Room



B. East Room, Facing Southeast

Figure 11.
Interior Photographs of Forty Oaks, 3 of 6



A. Second Floor West Room, Facing Northwest

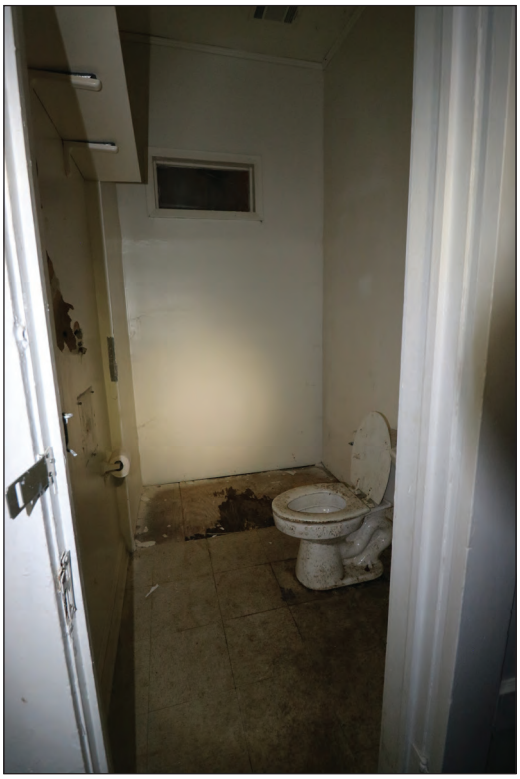


B. Second Floor Center Room, Facing Southeast

Figure 12.
Interior Photographs of Forty Oaks, 4 of 6



A. Second Floor East Room, Facing Southeast



B. Second Floor Bathroom, Facing East

The upstairs rooms do have picture rail molding and the door to the central room is topped by a transom window. At the east end of the second-floor hallway is a bathroom that may originally have been a closet (Figure 12b). A large hole is in the floor of the bathroom where the bathtub was most likely positioned.

A doorway on the south wall of the house's second floor leads into the second-floor room of the gable-roof wing addition. Two steps lead into the room, which has hardwood floors and two closets (Figure 13a). This room may have been used as a laundry room due to a dryer vent still present on the exterior wall of this addition.

The first-floor room of the hip-roof wing addition is accessible through the east room or the house's kitchen. The room has a fireplace, which means at one point the house had three chimneys. The fireplace mantel is simple with pilasters flanking the firebox and supporting an entablature with a broad frieze (Figure 13b). This fireplace has also been sealed, as the chimney was most likely removed when the second story of the gable-roof wing addition was built. The door leading out to the side porch is immediately adjacent to the fireplace.

Two rooms occupy what were originally the house's back porches (Figure 14). The first room is the aforementioned kitchen, which is the middle room across the rear of the house. The kitchen roof has water damage, causing the ceiling and a portion of the interior wall to collapse. While the kitchen's linoleum floor is most likely original, its cabinetry and appliances are not original to the house. The kitchen also has a pair of four-over-four sash windows.

The second room is accessible from the kitchen and the west room. This room also has a linoleum floor and what appears to be casement windows. A bathroom is off this room and has a bathtub and toilet. The sink and mirror are located just outside the bathroom door.

RECOMMENDATIONS

The house at Forty Oaks is an intact example of an I-House, a house type that is not common in Georgia. It was also the home of Ed Sutton and his family for almost 90 years. Ed Sutton was very active in his community as a newspaper editor, organized labor advocate, volunteer in local politics, chicken breeder, brother in the Kappa Sigma fraternity, and teacher. Retention and preservation of the house would provide a point of interest for the property, as well as allow for an accurate interpretation of the history of the property, the history of the Sutton family, and the history of Clarkston.

Figure 13.
Interior Photographs of Forty Oaks, 5 of 6



A. Second Floor Room in Gable-Roof Wing Addition, Facing Northeast



B. First Floor Room in Gable-Roof Wing Addition, Facing East

Figure 14.
Interior Photographs of Forty Oaks, 6 of 6



A. Kitchen, Facing South



B. Room on West Side of One-Story Rear Addition, Facing South

Currently, the house is in a state of disrepair, primarily due to what appears to be water damage from deficiencies in the roofs: the house's main roof and roofs on the additions and front porch. The water damage has caused a portion of the front porch to collapse, as well as a section of the ceiling and interior wall within the kitchen at the rear of the house. There is also a large hole in the floor in the upstairs bathroom. The house has also incurred some damage from vandalism, primarily broken windows. While steps have been taken to immediately address these issues, i.e. placing tarps over the roofs and plywood over the windows, the house should be properly stabilized and secured to protect the building while decisions are made about its future use and funding secured. The procedure for mothballing historic buildings is outlined in *Preservation Brief 31: Mothballing Historic Buildings* (Park 1993). A more detailed discussion of the condition of the house at Forty Oaks is provided in the 2022 building condition assessment completed by the Sizemore Group (Telker 2022).

It is recommended that a historic structures report (HSR) be completed for Forty Oaks. An HSR is a document that goes into greater detail about the property's history and material condition. These reports are baseline preservation documents typically prepared by architectural historians, preservation architects, and landscape architects, as needed, from which sound decisions can be made about the future use of a property.

Due to its current condition, to reuse the house as an office, an interpretive site, and/or a rental space, it would need to be rehabilitated. Rehabilitation as a treatment for historic properties is defined by the National Park Service (NPS) as "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values" (National Park Service 2022). Following NPS's standards for rehabilitation, along with guidance from the Georgia State Historic Preservation Office (Georgia SHPO), will ensure that the historic character of the property would be retained and preserved, including distinctive materials, features, finishes, and craftsmanship (National Park Service 2022). At Forty Oaks, this would include exterior features such as the house's original windows, the front porch, and even its original overall plan and shape (two-stories in height, one-room deep with a central hallway). Distinctive interior elements at Forty Oaks that should be retained include the fireplace mantels, the staircase baluster and newel post, and the decorative moldings around the windows and doorways.

In order to receive financial assistance for its rehabilitation, the house either needs to be listed on the National Register of Historic Places (NRHP) or shown to be eligible for listing on the NRHP. Historic architectural resources are evaluated for their eligibility for the NRHP by examining their association with an important historic context *and* assessing their historic integrity, particularly the retention of those features necessary to convey their significance (Andrus and Shrimpton 1997).

A historic architectural resource's potential significance can be established based on its association with important historical events or patterns of an area's development (Criterion A), association with the life of a significant individual (Criterion B), and/or a building form, architectural style, engineering technique, or artistic values, based on a stage of physical development, or the use of a material or method of construction that shaped the historic identity of an area (Criterion C) (Andrus and Shrimpton 1997).

Once its significance is demonstrated, it must also be determined that a historic architectural resource retains sufficient integrity to convey that significance. There are seven recognized aspects of integrity: location, setting, design, materials, workmanship, feeling, and association. A historic architectural resource should possess several, if not most, of the aspects for it to be recognized as retaining integrity. If a historic architectural resource is determined to possess historic significance and to retain integrity, it can be recommended as eligible to the NRHP.

Preliminary research indicates that the house at Forty Oaks likely possesses significance under Criteria B and C, for its association with Ed Sutton and for its significance in architecture. Additional research would be needed to form a more complete history of Forty Oaks and Ed Sutton, such as his involvement with organized labor and work with the *Atlanta Constitution*, for example. Avenues of additional research include completing deed research for the property and reviewing the Atlanta Typographical Union records that are archived at the Georgia State University Library. Additionally, since Ed Sutton was active in the local government, a review of the City of Clarkston's historic government records may provide details on Sutton's activities and contributions locally.

The house appears to retain integrity of location, setting, design, feeling, and association; its integrity of materials and workmanship have been compromised due to the removal of original materials and the condition of some of the house's features, such as the front porch. Contacting the Georgia SHPO and completing the state's Preliminary Eligibility Application for the NRHP would be the first steps in determining if Forty Oaks is eligible for listing on the NRHP.

One way to gain access to financial assistance, as well as guidance from SHPO, is to become a certified local government (CLG). Although it is a multi-step process that may take some time to complete, there are many benefits, such as eligibility for federal CLG grants, access to technical assistance, and the opportunity to review local nominations for the NRHP prior to consideration by the Georgia National Register Review Board. Other state funding is available through the Georgia Heritage Grant Program, which offers matching funds to local governments or nonprofit organizations for the preservation of NRHP-listed or eligible properties.

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1886 Atlanta Notes. *The Ellijay Courier*, April 8, Ellijay, Georgia.

The Valdosta Times

1889 Going Away. *The Valdosta Times*, December 14, Valdosta, Georgia.

United Labor Bulletin

1913 News of the Labor Unions: Printing Trades, Typographical. *United Labor Bulletin*, December 13, Denver, Colorado.

CITY OF CLARKSTON

ITEM NO: 4B & 5A

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Presentation & Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: Presentation of recommendations from the Community Development and Civic Innovation Standing Advisory Committee (SAC) on City Council Task Forces, Committees, Councils, and Standing Advisory Committees.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

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

PURPOSE: Presentation of recommendations from the Community Development & Civic Innovation SAC.

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

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

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

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

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

1. CALL TO ORDER

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

2. ROLL CALL

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

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

Public: Maudie Wynn, Dean Moore

2. PUBLIC COMMENTS

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

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

3. REPORTS

A. N/A

4. OLD BUSINESS

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

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

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

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

A motion to adopt recommendations was entertained by Councilmember Perkins.

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

5. NEW BUSINESS

A. N/A

6. ADJOURNMENT

A motion to adjourn was entertained by Councilmember Perkins.

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

RESOLUTION TO CREATE A CITY OF CLARKSTON YOUTH ADVISORY COUNCIL

2019-14

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

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

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

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

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

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

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

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

1. The mission of the Youth Advisory Council shall be to advise the Mayor, City Council, and City Manager with recommendations and input on how the City of Clarkston might address their needs, community issues, and all other matters affecting youth.

2. The Youth Advisory Council shall review, present, and render input on projects, plans, partnerships, and City programs related to youth, and shall bring forth any issues or concerns to the City's elected officials.

3. The Youth Advisory Council will recommend events, initiatives, and projects that may be implemented within the City to increase youth and community engagement.
4. The Youth Advisory Council will advise the Mayor, City Council, and City Manager about community issues and issues of interest to youth in the community, including but

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

5. All members of the Youth Advisory Council shall be residents of the City of Clarkston from **12 to 18 years of age**.

6. The Youth Advisory Council **shall consist of a minimum of five (5) and a maximum of ten (10) Clarkston youth members** appointed by the Mayor and City Council member; **each City Council member can appoint (1)** youth and the Mayor can appoint the remaining number based on applications submitted or up to 4 youths to reach maximum of members on the Youth Advisory Council.

7. **All appointments to the Youth Advisory Council shall be for a one (1) year term.** Members may be removed or replaced at the discretion of the Mayor or City Council consistent with the original appointing authority.

8. City of Clarkston's **youth residents wishing to be considered for appointment to the Clarkston Youth Advisory Council shall first complete an application** which will be made available on the City's official website via Google Doc/Application.

SO RESOLVED, this 4 day of June, 2019

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Ted Terry, Mayor

ATTEST:

Tracy Ashby
City Clerk

RESOLUTION TO CREATE A CITY OF CLARKSTON SENIOR RESIDENT ADVISORY COMMITTEE

SPONSORED BY: AWET EYASU AND ANDREA CERVONE

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

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

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

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

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

1. The mission of the Clarkston Senior Resident Advisory Committee shall be to advise the Mayor, City Council, and City Manager regarding issues affecting Clarkston's senior residents.

2. The CSRA committee shall study, assess and render advice regarding plans and City programs related to seniors, and shall bring forth any issues or concerns to the City's elected officials in order to better serve senior residents.

3. The Clarkston Senior Resident Advisory Committee shall consists of eight (8) Clarkston resident members with three (3) to be appointed by the Mayor, and five (5) who shall be appointed by a majority vote of the City Council, plus two City Council member who shall be appointed by a majority vote of the City Council.

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

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

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

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

SO RESOLVED, this 6 day of March, 2018

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Ted Terry, Mayor

ATTEST:

Tracy Ashby
City Clerk

Seeking Applicants for Newly Created Clarkston Senior Resident Advisory Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Clarkston Community of Faith
- DeKalb County Public Schools and Clarkston School District
- Mental Health organization
- Domestic Violence organization
- Criminal justice reform organization
- nonprofit that works with teens
- Multicultural organization

(b) Individual Representation: The Task Force should also consist of individuals who are residents but not limited to the City of Clarkston and, to the extent possible, meet the following criteria:

- Individuals with direct experience in the criminal justice system.
- A lawyer with prosecutorial experience
- A lawyer with current or recent criminal defense experience
- Individuals with diversity and inclusion experience.
- Individuals who work with or volunteer with community service providers that traditionally work with individuals involved in the criminal justice system.
- Individuals of diverse backgrounds and varying ages.

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

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

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

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

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

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

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

SO ORDAINED, this 2 day of March, 2021.

ATTEST:

BY: _____
Tracy Ashby, City Clerk

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

_____
Beverly H. Burks, Mayor

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

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

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

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

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

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

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

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

- Clarkston Community of Faith
- DeKalb County Public Schools and Clarkston School District
- Mental Health organization
- Domestic Violence organization
- Criminal justice reform organization
- nonprofit that works with teens
- Multicultural organization

(b) Individual Representation: The Task Force should also consist of individuals who are residents but not limited to the City of Clarkston and, to the extent possible, meet the following criteria:

- Individuals with direct experience in the criminal justice system.
- A lawyer with prosecutorial experience
- A lawyer with current or recent criminal defense experience
- Individuals with diversity and inclusion experience.
- Individuals who work with or volunteer with community service providers that traditionally work with individuals involved in the criminal justice system.
- Individuals of diverse backgrounds and varying ages.

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

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

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

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

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

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

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

SO ORDAINED, this 2 day of March, 2021.

ATTEST:

By _____
Tracy Ashby, City Clerk

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

_____
Beverly H. Burks, Mayor

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

2019-021

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

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

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

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

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

BE IT FURTHER RESOLVED that:

1. The purpose, approach, areas of focus and goals of the CPHTF shall be as set forth on Exhibit "A" attached hereto.

2. The CPHTF shall consist of at least four (4) members and no more than ten (10) members. Members shall serve terms of indefinite duration until they resign or are replaced by methods consistent with this Resolution.

3. One member of the City Council shall be a member of the CPHTF at all times. Such Council member shall be appointed to the CPHTF by the City Council. After the initial appointments made by this Resolution, subsequent members of the CPHTF (other than the City Council member) shall be appointed by the CPHTF.

4. The initial members of the CPHTF shall be:
    - Heval Kelli, MD
    - Sakib Quereshi, MD
    - Mary Helen O'Connor, PhD
    - City Council member Laura Hopkins.

5. Drs. Kelli, Quereshi and O'Conner are herby designated as co-chairs of the CPHTF.

6. In its first year, the CPHTF shall establish a process to collect nominations for new members and appoint new members, as well as bylaws for conducting its business.

7. The CPHTF shall report to the City Council on its activities and accomplishments at least annually.

SO RESOLVED, this 1st day of October, 2019

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Ted Terry, Mayor

ATTEST:

Tracy Ashby, City Clerk

Clarkston Preventive Health Task Force
Collaborate, Guide & Prevent

I. Purpose:

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

II. Approach:

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

III. Areas of focus:

Preventive Health

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

Education:

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



IV. **Goals:**

Objectives and TImeline

Year 1:

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

Year 2

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

Year 3-5

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

Public Art Advisory Committee

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

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

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

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

The Public Art Advisory Committee is tasked:

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

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

RESOLUTION TO CREATE A CHARTER REVIEW COMMITTEE -0602017

SPONSORED BY: MARIO WILLIAMS AND DEAN MOORE

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

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

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

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

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

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

1. The Charter Review Committee shall consist of seven (7) members. Each member shall serve in such capacity for the duration of this specific review. Five (5) members shall reside in the City of Clarkston and shall be appointed by a majority of a quorum of the Clarkston City Council. Two (2) members shall be current members of the City Council and shall be appointed by a majority of a quorum of the City Council.

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

3. The Charter Review Committee shall review and provide recommendations to the Clarkston City Council regarding amendments, deletions or additions to Sections 1-5 of the Clarkston City Charter.

4. The Charter Review Committee shall conclude its review and present its written recommendations for any and all proposed amendments, deletions or additions to Sections 1-5 of the Clarkston City Charter to the Clarkston City Council no later than November 1, 2017.

SO RESOLVED, this 6 day of June, 2017

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Ted Terry, Mayor

ATTEST:

Tracy Ashby
City Clerk

CITY OF CLARKSTON
where possibilities grow

CITY OF CLARKSTON

ITEM NO: 5B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: Review/Discuss an ordinance approving deannexation of parcel 18 095 09 008 at 1078 Nielsen Dr.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

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

PURPOSE: To discuss an ordinance approving deannexation of parcel 18 095 09 008 at 1078 Nielsen Dr.

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

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

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

RECOMMENDATION: N/A

ORDINANCE NO. 490

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

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

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

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

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

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

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

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

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

[signature page follows]

SO ORDAINED this 5th day of March, 2024.

CLARKSTON CITY COUNCIL

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

EXHIBIT A

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

December 20, 2023

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

Dear Ms. Tomika Mitchell,

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

Sincerely,

Kathryn (Katie) Jones
574-528-0212
Jonesk364@gmail.com

Jeremy Compton
317-604-7419
Bud.compt@gmail.com

RECEIVED
DEC 21 REC'D
CITY OF CLARKSTON

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

OWNER:
PARCEL 18 095 09 008
KATHRYN MARIE JONES
1078 NIELSEN DRIVE
CLARKSTON, GA. 30021
DB 25426, PG 316
ZONED: NR-1

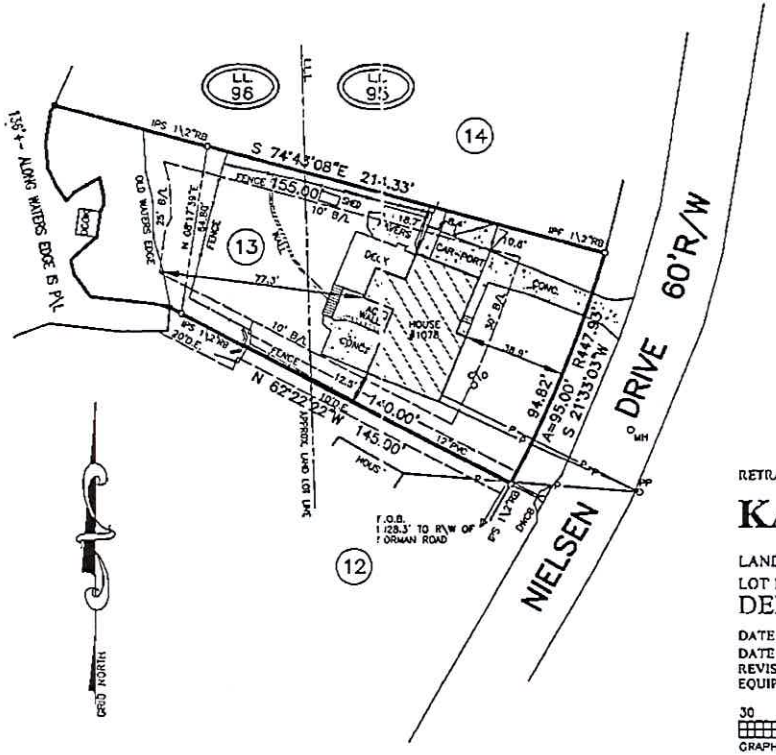
RECORDING INFORMATION

This Plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

James S. Hull Jr.

James S. Hull, Jr. GA RLS 2836
PARCEL 18 095 09 008
DB.25426, PG.316

GEORGIA REGISTERED NO. 2836 LAND SURVEYOR JAMES S. HULL JR.



TEXT LEGEND

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

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

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

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

Note: This plat was prepared for the exclusive use of the person, persons or entity named hereon. This plat does not extend to any person, persons or entity without the express recertification of the surveyor naming such person, persons or entity.

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

RETRACEMENT SURVEY FOR:

KATHRYN MARIE JONES

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

DATE OF FIELD WORK: 03-15-2022
DATE OF PLAT PREPARATION: 03-17-2022
REVISED: 06-14-2022 TO SHOW SETBACKS AND CORRECT ZONING
EQUIPMENT USED: TRIMBLE S6

30 0 30 60 90
GRAPHIC SCALE -1 INCH = 30 FEET

PATRICK & ASSOCIATES, INC.
SURVEYING & ENGINEERING
929 BLACKLAWN ROAD
COWYERS, GEORGIA 30094
PHONE: 770-483-9745

JOB NO. 22-172
DWG. NO. 35197

CITY OF CLARKSTON

ITEM NO: 5C

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: Review/Discuss an ordinance to allow, temporarily or permanently, new package alcohol licenses.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

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

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

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

RECOMMENDATION: No staff recommendation.

DRAFT OPTION A

ORDINANCE NO. _____

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

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

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

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

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

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

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

> "(d) Prior to _[INSERT DATE]_, a grandfathered license may be transferred to a new qualified licensee pursuant to Section 3-7 of this Chapter, or a new qualified licensee may obtain a new license at a grandfathered location only. A new license at a grandfathered location shall be subject to all the requirements and limitations for grandfathered licensees. After _[INSERT DATE]_, grandfathered licenses to sell beer, malt beverages and/or wine by the package may not be transferred to another licensee and no new license may be obtained at any location."

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

> "(b) Distilled spirits by the bottle may only be sold within the city under a license grandfathered under subsection (a) or newly acquired pursuant to this subsection. Grandfathered licenses as described in subsection (a) may be renewed at the same location only. A grandfathered licensee shall not expand its operation or facility. Prior to _[INSERT DATE]_, a grandfathered license may be transferred to a new qualified licensee at the same location pursuant to Section 3-7 of this Chapter, or a new qualified licensee may obtain a new license at a grandfathered location only. A new license at a grandfathered location shall be

subject to all the requirements and limitations for grandfathered licensees. After _[INSERT DATE]_, grandfathered licenses to sell distilled spirits by the package may not be transferred to another licensee and no new license may be obtained at any location."

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

SECTION 4. The City Clerk shall cause a certified notice to be delivered to every licensee currently holding a license to sell beer, wine, malt beverage, wine, and/or distilled spirits by the package and the Clerk shall maintain an official record of said notice in the license file associated with each package alcohol license. Such notice shall state: "You are hereby notified that the City of Clarkston has adopted an ordinance that prohibits new licenses for the sale of alcohol by the package, with certain exceptions. A grace period through _[INSERT DATE]_ has been established for you to transfer your license or for a new qualified licensee to obtain a license for package alcohol sales at your location. After _[INSERT DATE]_, you will not be allowed to transfer your package alcohol license and no new licensee may obtain a license at your location; however, you may continue to renew your license. You should inform any person interested in purchasing your business or property of this legal restriction."

SECTION 5. All provisions of the City Code in conflict herewith are hereby repealed. The provisions of Chapter 3 of the City Code shall be construed consistent with the prohibition of new licenses except as expressed in this Ordinance and to allow the renewal or transfer of existing licenses for alcohol by the package only in a manner consistent with this Ordinance.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

_____
Stephen G. Quinn, City Attorney

DRAFT OPTION B

ORDINANCE NO. _____

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

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

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

WHEREAS, the City of Clarkston acted in 2016 to prohibit new licenses to sell alcohol by the package; and

WHEREAS, the City Council now desires to allow new qualified applicants to obtain new licensees to sell beer, malt beverage, wine and/or distilled spirits by the package.

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

SECTION 1. Section 3-53 of the City Code is hereby repealed and replaced with the following language:

"**Section 3-53. – Authority to sell beer, malt beverage and/or wine by the package; license required.**

(a) Beer, malt beverages and/or wine may be sold at retail in the package within the incorporated limits of the city only under a license granted by the city council, upon terms and conditions provided by this article.

(b) No person may hold a license for the sale of beer, malt beverages and/or wine at retail in the original packages and a license for the sale of any alcoholic beverage for consumption on the premises at the same location."

SECTION 2. Section 3-54 of the City Code is hereby repealed and replaced with "Reserved."

SECTION 3. Section 3-58 of the City Code is hereby repealed and replaced with "Reserved."

SECTION 4. Section 3-70 of the City Code is hereby repealed and replaced with the following language:

"**Section 3-70. – Authority to sell distilled spirits by the package; license**

required.

(c) Distilled spirits may be sold at retail in the package within the incorporated limits of the city only under a license granted by the city council, upon terms and conditions provided by this article.

(d) No person may hold a license for the sale of distilled spirits at retail in the original packages and a license for the sale of any alcoholic beverage for consumption on the premises at the same location."

SECTION 5. This Ordinance shall be effective immediately upon its adoption by the City Council.

SECTION 5. All provisions of the City Code in conflict herewith are hereby repealed.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

_____
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 5D

CITY COUNCIL WORK SESSION/ COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: SEPTEMBER 24, 2024

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

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

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

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

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

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

New Alcohol Beverage License Application

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

☒ New ☐ Amendment

Date: _____

Contact Name: Mansi Patel Phone: [redacted]

Business/Trade Name: Mansi 7311 LLC.

D/B/A: Lulu's Package.

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

Emergency Contact Name: Devang Patel Phone: [redacted]

TYPE OF BUSINESS

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

TYPE OF LICENSE AND FEES

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

FOR OFFICE USE ONLY

Compliance

Department	Date	~~Approve/Deny~~	Comments
City Clerk			
Planning & Development (LC)	7/31/24	LC	Change of ownership / Use ab[illegible] 'Plac[illegible]
Police Department	7-25-24	C. Hunt Approve	
Quality of Life Officer	6-6-24	SS	See attachment - Leg[illegible] non-conf[illegible]
City Manager			

APPLICANT INFORMATION

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

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

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

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

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

BUSINESS INFORMATION

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

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

Federal Tax ID Number: 93-2424693 State Tax ID Number: 202923591K

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

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

Full Name	Position	Social Security Number	Address	% of Interest
Mansi Patel	Owner	[redacted]	[redacted]	100

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

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

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only
Type of License: _____

Business: _____
Address: _____
Telephone: _____

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

1. Mansi Patel [redacted]
Full Name of Applicant and Address

2. Social Security Number: [redacted]

3. Driver's License Number: [redacted]

4. Date of Birth: [redacted]/1991 Place of Birth: India

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

   Date: 09/21/2021 Place: Chicago, Illinois Court: US District Court Northern District of Illinois
   Petition Number: [redacted] Certificate Number: _____
   Derived Parent Certificate Number(s) _____
   Alien Registration Number: [redacted]
   Native Country: India Date of Port Entry: Chicago, Illinois

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

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

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

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

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

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

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

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

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

15. For the last calendar year, did you file and pay any City property tax (X) Yes ( ) No
Name of City Hanover Park, Illinois

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

	From	To	Employer	Occupational Duties	Reason for Leaving
a.	04/23	Present	Truist - Treasury Solutions	onboarding Senior Specialist	- Currently employe
b.	04/20	to 01/23	J.P.morgan Chase Bank, N.A.	Closing specialist	- Relocate to Georg;
c.	06/19	to 09/19	- Christopher Glass & Aluminum Inc.	marketing Associate	- Went back to India
d.	02/19	to 06/19	- Tawbarsee Steel & Wire Co.	Administrator	- Contract ended
e.	06/17	to 01/18	- Anto Natural Foods	- social media marketing & PR Intern	- Internsh ended
f.	04/16	to 12/16	- office max	- Store Associate	- started masters school.
g.					
h.					

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

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

18. Military Service ( ) Yes (X) No List Serial Number _____ Branch of Service _____

Period of Service _____ Date of Discharge _____ Type of Discharge _____

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

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.
Mansi 7311 LLC Dba Lula's Package

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

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

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

50,000

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

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

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

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

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

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

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

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

Name Tamanna Patel
Residence [redacted]
Business Ad
Telephone N
Number of years known 4

Name Tulsi Patel
Residenc [redacted]
Business
Telephon
Number of years known 8

Name Shivani Patel
Residence [redacted]
Business Ac
Telephone
Number of years known 8

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

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

Verification

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

Applicant's Signature (full name in ink)

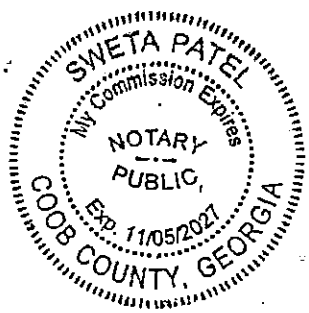
MANSI PATEL
Applicant's Name (Print or Type)

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

This 5th day of December, 2023.

Notary Public

Seal:



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

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

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

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

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

VERIFICATION OF APPLICATION

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

Signature of Applicant or Agent

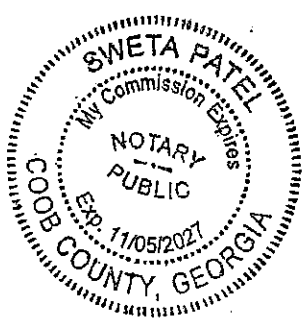
MANSI PATEL
Print or Type Name

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

This 5th day of December, 2023.

Notary Public

My commission expires on: 5 NOV 2027



A

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

B

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

C

NEAREST PACKAGE STORE:
JB LIQUOR STORE
4228 EAST PONCE DE LEON AVE.
CLARKSTON, GA, 20021
DISTANCE: 1,454 YDS. (4,394 FT.)

D

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

E

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

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

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

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

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

SURVEYOR'S CERTIFICATION

I CERTIFY THAT BEER, WINE AND LIQUOR PACKAGE SALES ARE NOT WITHIN:

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

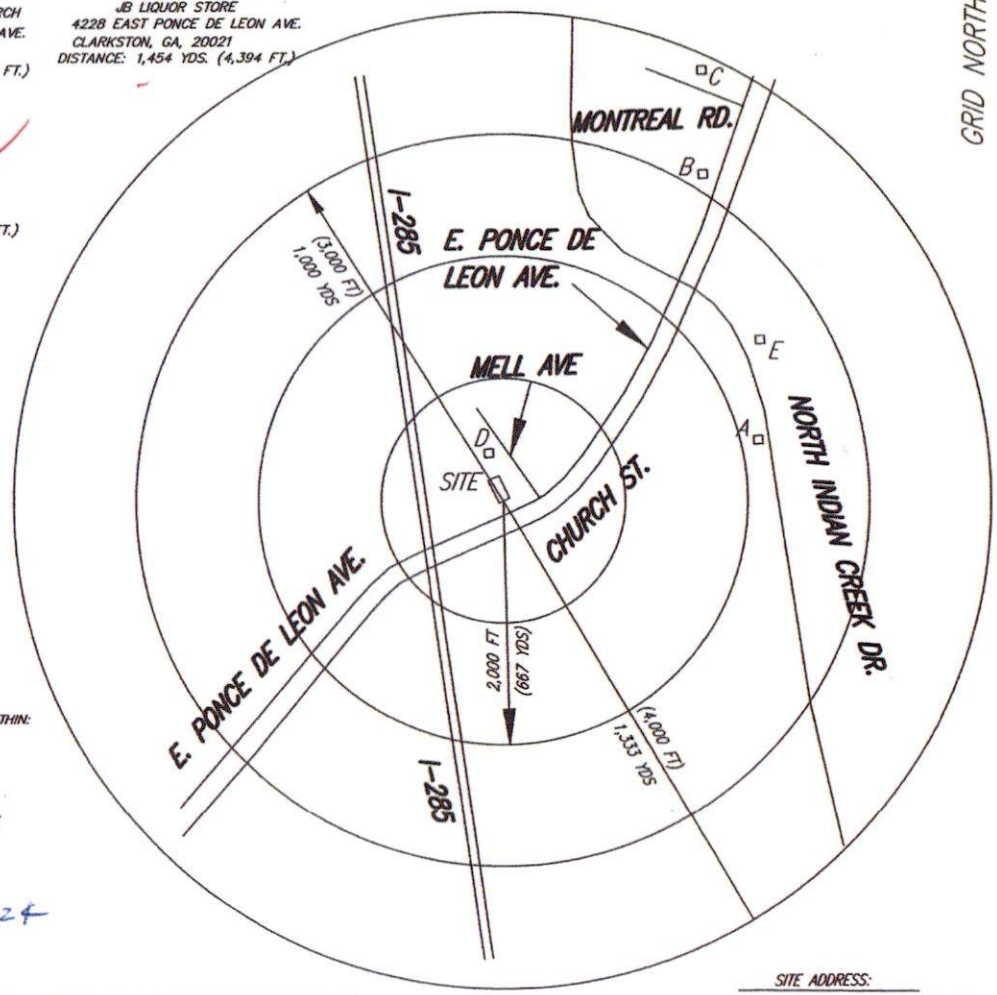
SURVEYOR SIGNATURE

05-31-2024
DATE

SURVEY NOTES:

1. DISTANCES SHOWN ARE MEASURED FROM THE FRONT DOOR OF THE STRUCTURE FROM WHICH ALCOHOLIC BEVERAGES ARE TO BE SOLD TO THE FRONT DOOR OF THE FACILITY TO BE AFFECTED TRAVELING BY THE MOST DIRECT ROUTE. THE DISTANCE TO THE SCHOOL IS MEASURED TO NEAREST PROPERTY LINE OF THE SCHOOL GROUNDS.

2. THIS SURVEY IS TO CONTINUE A ALCOHOLIC BEVERAGE LICENSE FOR BEER, WINE AND LIQUOR RETAIL PACKAGE SALES FOR AN EXISTING LICENSED ESTABLISHMENT.



GRID NORTH

GEORGIA REGISTERED No. 2679 LAND SURVEYOR JULIAN D. GRACE

05-31-2024

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

ALCOHOLIC BEVERAGE SURVEY

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

OWNER:
MANSI DEVANG PATEL
MANSI 7311 LLC

APPLICANT:
YVETTE SMYLIE
PHONE: 678-691-8215

DATE: 05-31-2024

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

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

A

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ATLANTA AREA SCHOOL FOR THE DEAF
890 N. INDIAN CREEK DR.
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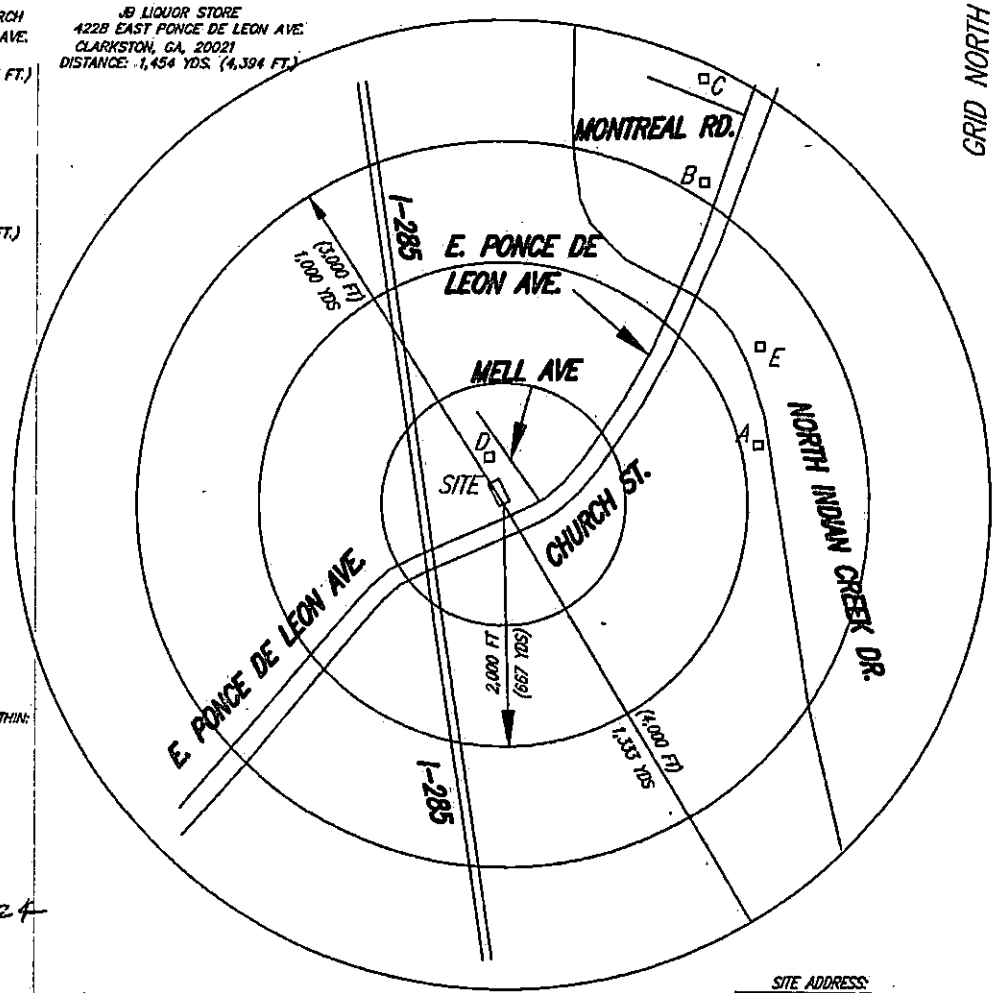
SURVEYOR SIGNATURE

05-31-2024
DATE

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

GEORGIA REGISTERED No. 2679 LAND SURVEYOR JULIAN D. GRACE

05-31-2024

J.D.GRACE
LAND SURVEYING, LLC
2300 KIMBROUGH COURT
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CELL: (770) 733-4649
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ALCOHOLIC BEVERAGE SURVEY

FOR
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18TH DISTRICT
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OWNER:
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MANSI 7311 LLC

APPLICANT:
YVETTE SMYLIE
PHONE: 678-691-8215

DATE: 05-31-2024

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

BACKGROUND CHECK OWNERS/MANAGERS

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

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

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

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

Name: Mansi Patel Date: 12/05/2023

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

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

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

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

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

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

---

For Official Use Only

City Hall:

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

Police Department:
Criminal History Record Checked? ☐ Yes ☐ No
Applicant is able to obtain Permit? ☐ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

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

REGISTERED AGENT CONSENT AND INFORMATION FORM

CITY OF CLARKSTON OFFICE OF THE CITY CLERK

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

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

This 8th day of December, 2023.

Signature of Agent

Patel Jatin kumar G

Type or Print Name of Agent

[redacted]

Type or Print Agent's Home Address

[redacted]

Type or Print City, State and Zip Code

8-1-22

Type or Print Date Moved into the Above Address

[redacted]

Type or Print Social Security Number

[redacted]

Type or Print Driver's License Number

[redacted] 1987

Type or Print Date of Birth

[redacted]

Type or Print Area Code and Phone Number

CITY OF CLARKSTON
where possibilities grow

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.

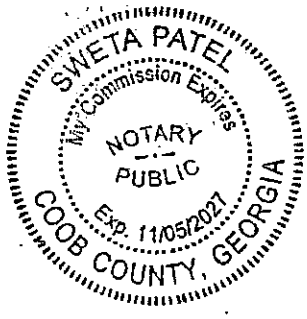
Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or 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 — DATE: 12/05/2023

NOTARY SIGNATURE — DATE: 12/05/2023

SEAL



CITY OF CLARKSTON

where possibilities grow

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: Mansi Patel

Signature: [signature]

Date: 12/05/2023

DeKalb County Police

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

DATE: 12/11/23

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

JATIN KUMAR PATEL
APPLICANT

LULU'S PACKAGE STORE
NAME OF BUSINESS

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

CHECK ONE:
- ☐ NEW BUSINESS
- ☐ NEW LOCATION
- ☐ NEW LICENSEE
- ☒ NEW OWNERSHIP
- ☐ LICENSE CHANGE

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

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

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

☒ NO ARREST RECORD (GA)

ARREST RECORD (GA)

COMMENTS:

SINCERELY,

KATRINA WILLIAMS
SUPPORT SERVICES DIVISION
DEKALB COUNTY POLICE DEPARTMENT

DeKalb County Police

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

DATE: 12/11/23

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

MANSI PATEL
APPLICANT

LULU'S PACKAGE STORE
NAME OF BUSINESS

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

CHECK ONE:	CHECK ONE:	
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KATRINA WILLIAMS
SUPPORT SERVICES DIVISION
DEKALB COUNTY POLICE DEPARTMENT

DeKalb County
GEORGIA

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

Project
TYPE: Non –Residential **Dekalb FMO Permit Number:** 3151470

Project: Lulu's Package Store

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

Occupancy Type: Mercantile

Maximum Occupancy Load: 102

Property

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

PARCEL ID: N/A **LOT#: N/A**

Zoning: **Rezoning: N/A** **Land Use: N/A** **Census:** **District:**

Applicant's Detail:

Owner: Mansi D. Patel

Contact No. [redacted]

This certifies that the work authorized by the permit indicated above to the building, structure, or system is completed and approved.
This certificate does not grant authority to occupy a building or structure prior to the issuance of **Certificate of Occupancy.**

In accordance with chapter 7, article ii, division 2, section 7-33(f) of the DeKalb county code, this certificate may be revoked by the Director of Development or his/her duly authorized representative for either one or more of the following:
(1) changes or alterations in the type of permitted use or occupancy without approval.
(2) changes or violations of the conditions of the certificate without approval.
(3) alterations, additions, or improvements to the building, structure, or systems without approval.

Special Stipulations and/or Conditions (If Applicable)

Date: 4/22/2024 Issued By: Fire Inspector J. Clark, #547

Fire Marshal's Office

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

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

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

(a) The **proximity** requirement has been met. There are no school grounds within 100 yards of the establishment property line.

(b) The **proximity** requirement has been met. The entrance from the place of business for the retail sale of beer, malt beverages or wine in original packages is 207 yards to a public park located at 3677 Church St Clarkston, GA 30021.

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

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

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

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

(d) The **proximity** requirement has been met. There are no known adult entertainment establishments located within 166 yards of the entrance of the establishment.

(e) The **proximity** requirement has been met. The entrance from 3900 E. Ponce De Leon Ave to the entrance of the single-family residence located at 901 Mell Ave Clarkston, GA is 184.667 yards.

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

CITY OF CLARKSTON

ITEM NO: 5E

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Review/Discussion

MEETING DATE: SEPTEMBER 24, 2024

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages:

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

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

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

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

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

RESOLUTION NO. _____

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

* * * * *

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

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

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A

STATE OF GEORGIA
COUNTY OF DEKALB

CONSTRUCTION CONTRACT for DEMOLITION SERVICE(s)

This Construction Contract ("Agreement") made and entered into this ____day of _____, 20____, for the **HOUSE DEMOLITION** ("Project") between the **CITY OF CLARKSTON** ("City"), and **SOUTHERN DEOMLITION, LLC**, ("Contractor").

WITNESSETH:

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

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

WHEREAS, the Mayor and City Council awarded the bid to the Contractor on _____, 20___; and

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

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

1. **SERVICES:** Contractor agrees to perform the Work required, implied, or reasonably inferable from this Agreement. The term "Work" shall mean the services required in Exhibit A, which is attached hereto and incorporated herein, including, but not limited to furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. This Agreement hereby incorporates the ITB and Contractor's response thereto. In the event of any conflict between the terms of Exhibit A, the ITB, or Contractor's Response to the ITB and this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION:** In consideration for the Work, City shall pay to Contractor a fee not to exceed the cost described in Contractor's bid proposal, which is attached hereto as Exhibit B and incorporated by reference herein, within thirty (30) days the issuance of a

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

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

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

5. **RELATIONSHIP OF THE PARTIES**

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

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

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

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

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

7. **TERMINATION FOR DEFAULT:**

   a. The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

   b. In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

   c. Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs

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

d. If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

e. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

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

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

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

    a. Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

    b. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Work required by this Agreement.

    c. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided by Contractor hereunder or which in any manner affect this Agreement.

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

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

subcontractors and their employees.

15. **HAZARDOUS WASTE:** If a hazardous substance or waste is suspected or encountered, Contractor will stop its own work in the affected portions of the Property to permit evaluation and testing and notify the City. The City recognizes that the Contractor assumes no risk or liability for hazardous waste on the Property originated by other than the Contractor unless contamination from such waste results from the negligence or breach of this Agreement by the Contractor. Notwithstanding anything to the contrary herein, the City is not responsible for hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and the City's elected officials, officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses (including attorneys' fees and expenses and any penalties or fees charged by any governmental entity, including but not limited to clean-up fees) arising out of or resulting from those hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable.

16. **INSPECTION AND RIGHT TO STOP WORK:** The City shall have the right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, the City shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.

17. **CHANGE ORDERS:** The City reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the contract price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by the City and Contractor, which shall be incorporated by reference herein.

18. **OTHER CONTRACTORS:** The City reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

19. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify

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

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

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

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

    a. The Work to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.

    b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

    c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of the Work hereunder.

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

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

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

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

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

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

If to the City:

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

With copies to:

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

If to the Contractor:

Southern Demolition LLC
2035 Bolton Rd NW
Atlanta, GA 30318

28. **NON-WAIVER:** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

29. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

30. **INTERPRETATION:** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

31. **AMENDMENTS:** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

32. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

33. **ENTIRE AGREEMENT:** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

34. **CAPTIONS:** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

35. **CALCULATION OF TIME PERIODS:** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

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

Executed on behalf of:

CITY OF CLARKSTON, GEORGIA

BY: _____

TITLE: Beverly H. Burks, Mayor

ATTEST (sign here): _____

Name (print): DATE: _____

Approved as to form: _____

Stephen Quinn

Stephen G. Quinn

City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

SOUTHERN DEOMLITION, LLC

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: _____

DATE: _____

EXHIBIT A
SCOPE of WORK

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

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

The structure's exterior dimensions are as follows:

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

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

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

CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS

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

PROSECUTION & PROGRESS

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

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

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

PERMITS, LICENSES & INSURANCE REQUIREMENTS

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

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

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

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

UTILITIES

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

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

PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

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

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

PROVIDED REPORTS

The City of Clarkston will provide the following reports:

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

DEMOLITION of STRUCTURES & REMOVAL

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

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

GENERAL SPECIFICATIONS

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

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

REQUIRED SITE WORK

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

INDEMNIFICATION AGREEMENT

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

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

ADDITIONAL INFORMATION

A. Liquated damages of five hundred dollars ($500.00) per day.

B. Include optional cost line item, if additional testing is needed.

C. "Trucks Entering & Exiting Ahead" signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.

D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.

EXHIBIT B
CONTRACTOR'S COST PROPOSAL
(ATTACHED)

Form of Proposal
(POINT of CLARIFICATION)

To: City of Clarkston
Clarkston, GA 30021

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

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

Proposal Submitted By:

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

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ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

POINT of CLARIFICATION

OWNER'S BID PROPOSAL FORM

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

PROJECT: House Demolition

DATE: July 10, 2024

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

Will you send me a response to the following:

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

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

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

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

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

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

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

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

CITY OF CLARKSTON
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Primary Contractor
E-verification Affidavit

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

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

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

9/17/2008
Date of Authorization

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

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

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

Executed on July 8th, 2024 in Atlanta (city) GA (state)

Signature of Authorized Owner/Officer

Gina Ragsdale
Printed Name and Title of Authorized Owner/Officer

Clarance Farmer
NOTARY PUBLIC

My Commission Expires: May 2nd, 2028

CLARANCE FARMER NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 02, 2028

City of Clarkston
1055 Rowland Street | Clarkston, GA | 30021
(404) 296-6489

Bid Open Tabulation Matrix

ITB - HOUSE DEMOLITION – 070924
(Point of Clarification)

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

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

(1) African American Business Enterprise (AABE) (2) Hispanic Business Enterprise (HBE)

(3) Female Business Enterprise (FBE) (4) Asian Business Enterprise (ABE)

(5) Native American Business Enterprise (NABE) (6) Minority Veteran (MV)

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

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

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

ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

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

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

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

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

Timeline

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

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

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

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

BID INFORMATION

SCOPE OF WORK

PURPOSE

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

SCOPE of WORK

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

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

The structure's exterior dimensions are as follows:

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

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

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

CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS

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

PROSECUTION & PROGRESS

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

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

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

PERMITS, LICENSES & INSURANCE REQUIREMENTS

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

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

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

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

UTILITIES

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

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

PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

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

PROVIDED REPORTS

The City of Clarkston will provide the following reports:

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

DEMOLITION of STRUCTURES & REMOVAL

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

A. All/any floors, and foundation footings.
B. All/any patio, porch slabs, concrete walkways.
C. All/any steps will be included in the removal costs of demolition.
D. No underground tanks and other structures were identified. The Contractor will be required to selectively excavate areas as directed by the city engineer to provide ground proofing to

verify if tanks exist. The volume of excavation anticipated is 90 CY. Import clean fill soil to backfill areas if tank(s) are removed. The backfill volume anticipated will be 30 CY.

GENERAL SPECIFICATIONS

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

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

REQUIRED SITE WORK

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

INDEMNIFICATION AGREEMENT

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

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

ADDITIONAL INFORMATION

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

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

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ITEM NO: 5F

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: To discuss an ordinance to amend Chapter 3 of the Code regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

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

PURPOSE: To discuss late night operation hours for certain restaurants.

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

RECOMMENDATION: N/A

ORDINANCE NO. 19-433

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

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

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

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

Section 1.

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

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

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

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

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

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

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

Section 2.

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

SO ORDAINED, this 5th day of February, 2019.

ATTEST:

Tracy Ashby, City Clerk

CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA

Mayor Ted Terry

Approved as to Form

2-6-19

Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL WORK SESSION/ MEETING

BUSINESS AGENDA / MINUTES

MEETING DATE: SEPTEMBER 24, 2024

ITEM NO: 6A

HEARING TYPE:
Work Session

ACTION TYPE:
DISCUSS
RESOLUTION

SUBJECT: Adopt a Resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST) Bond for $7,000,000.

DEPARTMENT: City Administration

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manag
PHONE NUMBER: 404-296-6489

PURPOSE: To review and adopt a resolution providing for:

1. The issuance and sale of a $7,000,000 principal amount City of Clarkston general obligation sales tax (SPLOST) bond, Series 2024 ;
2. Naming of a bond registrar and paying agent;
3. Adoption of a form to which said bond shall adhere;
4. The preparation of a tax digest with the levy of a sales tax sufficient to pay the bond principle and interest
5. Execution and delivery of said bonds
6. For other purpose related purposes

NEED/ IMPACT:

On November 7, 2023, DeKalb County held an election regarding the imposition of 1 (one) percent special purpose local option sales tax (SPLOST) within the entire County which included the authorization for the City of Clarkston to issue General Obligation Debt in an amount not to exceed $12,000,000. Approximately 77% of all County voters approved the 1% SPLOST, with 76% approval in the City of Clarkston. Collections for the SPLOST began on April 1, 2024 and will continue until May 31, 2030 (six years). The city anticipated receiving approximately $17.2 million, equating to roughly $239,000 per month. The actual average monthly collections from April 1, 2024 to July 31, 2024 (four months of collections), has been $224,465, or 94% of original estimates.

To finance the overall undertaking now contemplated, the Series 20224 Bonds were offered for sale pursuant to competitive bid by the Davenport & Company, as financial advisor (the “Financial Advisor”), pursuant to a Request for Proposal, dated August 28, 2024, and the received seven bids on September 12, 2024 and this Resolution shall ratify and approve the winning bid.

RECOMMENDATIONS:

Council to discuss and review the referenced Resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST) Bond for $7,000,000 through Webster Bank, one of 7 bidders that replied to a request for proposals, that submitted the better proposal with a fixed interest rate of 3.41%.

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR: (1) THE ISSUANCE AND SALE OF THE $7,000,000 CITY OF CLARKSTON GENERAL OBLIGATION SALES TAX BOND, SERIES 2024; (2) THE NAMING OF A BOND REGISTRAR AND PAYING AGENT FOR SAID BOND; (3) THE ADOPTION OF A FORM TO WHICH SAID BOND SHALL ADHERE; (4) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BOND; (5) THE EXECUTION AND DELIVERY OF SAID BOND; AND (6) FOR OTHER RELATED PURPOSES:

WHEREAS, at an election duly called and held in DeKalb County (the "County") on the 7th day of November, 2023, a majority of the registered voters of the County and the City of Clarkston, Georgia (the "City") voting in said election (the "Election") voted in favor of (a) the issuance by the City of its general obligation debt in an aggregate principal amount of up to $12,000,000 (the "Debt") to finance all or a portion of the cost of (i) certain capital outlay projects (the "Projects"), (ii) capitalized interest on the Debt, and (iii) issuing the Debt and (b) the authorization of the continuation of a one percent special purpose local option sales tax (the "Sales and Use Tax") for a period of time not to exceed six years; and

WHEREAS, the County, the City, and the other qualified municipalities located wholly within the County (the "Municipalities") entered into an Intergovernmental Agreement (the "Intergovernmental Agreement") pursuant to which the Sales and Use Tax proceeds will be divided amongst the County, the City, and Municipalities (58.333% to the County, 2.028% to the City, with the balance distributed amongst the other municipalities within the County in accordance with the Intergovernmental Agreement); and

WHEREAS, the City desires to issue, pursuant to the terms of this Bond Resolution (the "Resolution"), a portion of the authorized Debt in the principal amount of $7,000,000 which is herein authorized to be issued in the form of its General Obligation Sales Tax Bond, Series 2024 (as hereinafter authorized, the "Series 2024 Bond"); and

WHEREAS, to finance the overall undertaking now contemplated, the Series 2024 Bond was offered for sale pursuant to competitive bid by Davenport & Company LLC, as financial advisor (the "Financial Advisor"), pursuant to a Request for Proposal, dated August 28, 2024, and the City received bids on September 12, 2024 and this Resolution shall ratify and approve the winning bid; and

WHEREAS, the bid of a responsive bidder resulting in the lowest true interest cost was submitted by Webster Bank, National Association (the "Purchaser"), and a copy of such bid is attached to this Resolution as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration it is deemed advisable and in the best interest of the City that the Series 2024 Bond be sold to the Purchaser, the Purchaser having in all respects complied with the terms of the Request of Proposal; and

WHEREAS, in order to comply with Article IX, Section V, Paragraph VI of the Georgia Constitution, the City needs to levy an ad valorem tax sufficient to pay the debt service on the Series 2024 Bond; and

WHEREAS, such ad valorem tax shall only be collected in the event that the proceeds of the Sales and Use Tax are insufficient to pay the debt service on the Series 2024 Bond; and

WHEREAS, it is necessary for the City to designate a Bond Registrar and Paying Agent to act in its behalf with respect to the Series 2024 Bond; and

WHEREAS, it is necessary to adopt a form to which the Series 2024 Bond shall adhere and to provide for the execution and delivery of the Series 2024 Bond and other matters in connection with the issuance and delivery of the Series 2024 Bond; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston, Georgia (the "City Council"), and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Terms of Series 2024 Bond; Payment. (a) There is hereby authorized the issuance and delivery of the Series 2024 Bond, the proceeds of which shall be used to finance all or a portion of the cost of (i) the Projects and (ii) issuing the Series 2024 Bond. The Series 2024 Bond shall be designated as the "City of Clarkston, Georgia General Obligation Sales Tax Bond, Series 2024" and shall be issued in the principal amount of $7,000,000. The Series 2024 Bond shall be dated as of the date of its issuance and shall bear interest from said date at 3.41% per annum (based on a 360-day year comprised of twelve 30-day months) until paid. Interest shall be payable on June 1, 2025, and semiannually thereafter on June 1 and December 1 in each year (each such date, an "Interest Payment Date"). The Series 2024 Bond matures on June 1, 2028, and is subject to mandatory sinking fund prepayments as set forth herein.

(b) Payments of interest on the Series 2024 Bond shall be paid by check or draft at the close of business on the 15th day of the calendar month next preceding each Interest Payment Date (the "Record Date"), and such payments of interest shall be mailed by first class mail to such person at the address on the books of registry kept by the Bond Registrar; provided, however, interest and mandatory sinking fund prepayments on the Series 2024 Bond shall be paid to any registered owner of more than $1,000,000 in aggregate principal amount of the Series 2024 Bond by wire transfer to such registered owner if written instructions are given to the Paying Agent prior to the Record Date preceding the Interest Payment Date, and interest shall continue to be so paid until such wire instructions are revoked in writing. Both the principal of and interest on the Series 2024 Bond shall be payable in immediately available funds in lawful money of the United States of America.

Section 2. Findings. The City hereby finds that the Series 2024 Bond, when added to all other indebtedness of the City, will be within the applicable 10% constitutional

debt limitation imposed by Article IX, Section V, Paragraph I of the Constitution of the State of Georgia.

Section 3. Designation of Bond Registrar and Paying Agent. The Finance Director of the City is hereby designated to act as Bond Registrar and Paying Agent with respect to the Series 2024 Bond.

Section 4. Debt Service Schedule. The City Council does hereby determine that for the purpose of paying the principal of and interest on the Series 2024 Bond, it is necessary to raise, by a tax on all the taxable property in the City, the amounts in the years as more fully set forth in Exhibit A attached hereto and made a part hereof.

Section 5. Preparation of Tax Digest. Prior to the issuance of the Series 2024 Bond and in each year that the Series 2024 Bond is outstanding, the City Clerk or the Finance Director is hereby directed to ascertain from the tax returns made to the Tax Commissioner of DeKalb County, and from the tax returns made to the Commissioner of Revenue of the State of Georgia, the total value of all the property in the City subject to taxation for general obligation bond purposes, and to prepare a digest of all such property.

Section 6. Tax Levy; General Obligation. There is hereby levied an annual tax upon all the property within the City subject to taxation for general obligation bond purposes, at such rate as will raise the amounts in the years listed in Exhibit A. The funds provided by such tax are irrevocably pledged to the payment of the principal of and interest on the Series 2024 Bond. Notwithstanding the foregoing, such tax shall not be collected unless the City's portion of the Sales and Use Tax, as described in the Intergovernmental Agreement, shall not be sufficient to make payments of principal of and interest on the Series 2024 Bond when due. The Series 2024 Bond constitutes a direct and general obligation of the City and will constitute a pledge of the full faith, credit and taxing power of the City.

Section 7. Execution of Series 2024 Bond. The Series 2024 Bond shall be executed for and on behalf of the City by the manual or duly authorized reproduced facsimile signature of the Mayor and the corporate seal of the City shall be imprinted or impressed thereon and attested by the manual or duly authorized reproduced facsimile signature of the City Clerk. In case any officer whose signature shall be affixed to the Series 2024 Bond or who shall have sealed the Series 2024 Bond shall cease to be such officer before the Series 2024 Bond so signed and sealed shall have been actually delivered, the Series 2024 Bond, nevertheless, shall be the valid Series 2024 Bond of the City and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the City when the Bond shall be actually delivered.

Section 8. Bond Form. The Series 2024 Bond, the certificate of validation, certificate of authentication and the provision for registration shall be in substantially the following form:

(FORM OF BOND)

UNITED STATES OF AMERICA

STATE OF GEORGIA

CITY OF CLARKSTON, GEORGIA

GENERAL OBLIGATION SALES TAX BOND, SERIES 2024

No. R-1 Dated Date: October 10, 2024 $7,000,000

Maturity Date: June 1, 2028 Interest Rate: 3.41%

KNOW ALL MEN BY THESE PRESENTS: That the City of Clarkston, Georgia (the "City") hereby acknowledges itself to owe, and for value received hereby promises to pay to Webster Bank, National Association, or registered assigns, in lawful money of the United States of America, the principal sum shown above on the Maturity Date indicated above and interest hereon at the rate per annum set forth above (based on a 360-day year comprised of twelve 30-day months), payable June 1, 2025, and semiannually thereafter on the first days of June and December in each year (each an "Interest Payment Date") from the Interest Payment Date next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to the first Interest Payment Date, in which event from October 10, 2024, or unless the date of authentication and registration is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date) until payment of the principal amount hereof. The interest hereon shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a "Record Date") by check or draft, drawn on the Finance Director of the City, as the Bond Registrar and Paying Agent (the "Paying Agent" or the "Bond Registrar") and mailed, by first class mail, postage prepaid, to such person at the address on the books of registry kept by the Bond Registrar. Mandatory sinking fund prepayments and interest on this bond shall be paid by wire transfer to such registered owner if written wire transfer instructions are given to the Paying Agent prior to the Record Date. Interest and mandatory sinking fund prepayments shall continue to be so paid until such wire transfer instructions are revoked in writing. Both the principal of and interest on this bond shall be payable in immediately available funds in lawful money of the United States of America.

The proceeds of the sale of this bond will be used to finance all or a portion of the cost of (i) certain capital outlay projects for the City (the "Projects") and (ii) issuing this bond. This bond is authorized by the Constitution and laws of the State of Georgia, an election held on November 7, 2023 (the "Election") and by a resolution of the City Council duly adopted on October 1, 2024

(the "Bond Resolution"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Resolution.

This bond may be registered as transferred only upon the registration books kept for that purpose at the designated office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of charges, if any, provided in the Bond Resolution. This bond may not be exchanged.

The person in whose name this bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered holder shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

This bond is subject to optional prepayment in whole or in part beginning on October 10, 2026, and on any business day thereafter at a prepayment price equal to the principal amount of this bond to be prepaid, plus accrued interest. Any partial prepayment of this bond (a) must be in a principal amount of at least $1,000,000, (b) shall occur no more than once during any calendar year, and (c) shall be applied to the then remaining scheduled installments of principal payable on this bond in inverse order of principal installments due. This bond is subject to mandatory sinking fund prepayment in the amounts and on the dates set forth below:

Date	Amount
June 1, 2025	$1,765,000
June 1, 2026	1,855,000
June 1, 2027	1,945,000
June 1, 2028*	1,435,000

*Final Maturity.

At least thirty days before the date upon which any optional prepayment is to be made, a notice of intention so to prepay, designating the prepayment date and the amount of this bond to be prepaid, shall be mailed by first class mail, postage prepaid, to the registered owner of this bond at the address which appears in the books of registration hereinabove provided for. The failure to mail any such notice, the failure to receive such notice or any defect therein shall not affect the validity of the proceedings for such prepayment or cause the interest to accrue on the principal amount of this bond so designated for prepayment after the prepayment date.

No presentment of this bond shall be required to receive optional prepayments or mandatory sinking fund prepayments.

Pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the "Sales Tax Act") and the Election, there has been enacted a one percent special purpose local option sales tax (the "Sales and Use Tax") on all sales and uses within DeKalb County for the purpose of financing the Projects and paying the principal of and interest on this bond as the same become due. The Sales and Use Tax will be collected for a period of six years, and commenced on April 1, 2024, in accordance with the Sales Tax Act. Pursuant to an Intergovernmental Agreement between the County, the City and the Municipalities, the City will receive 2.028% of the Sales and Use Tax proceeds.

This bond constitutes a direct and general obligation of the City and constitutes a pledge of the full faith, credit, and taxing power of the City. The principal of and interest on this bond are payable first from the proceeds of the City's portion of the Sales and Use Tax. The City has covenanted in the Bond Resolution that, to the extent that such proceeds are insufficient to pay the principal of and interest on this bond, the principal of and interest on this bond are payable from an ad valorem tax, unlimited as to rate or amount, which the City shall levy upon all taxable property within the City subject to taxation for general obligation bond purposes. The funds provided by such tax are irrevocably pledged to the payment of the principal of and interest on this bond. Notwithstanding the foregoing, such tax shall not be collected unless the City's portion of the Sales and Use Tax, as described in the Intergovernmental Agreement, or other lawfully available funds shall not be sufficient to make payments of principal of and interest on this bond when due.

The City has designated this bond as a "qualified tax-exempt obligation" under Section 265 of the Internal Revenue Code of 1986, as amended.

It is further certified and recited, that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be performed or happen pursuant to and in the issuance of this bond, exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection, if necessary, of a direct annual tax, unlimited as to rate or amount, on all property subject to taxation for general obligation bond purposes located in the City, sufficient to pay the principal of and interest on this bond, in accordance with its terms, and that the total indebtedness of the City, including this bond, does not exceed any limitation prescribed by said Constitution or statutes.

This bond shall not be entitled to any benefit under the authorizing resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the authentication certificate hereon endorsed.

IN WITNESS WHEREOF, City of Clarkston, Georgia has caused this bond to be executed by the duly authorized manual or facsimile signature of the Mayor of the City and its corporate seal to be impressed or imprinted hereon and attested by the duly authorized manual or facsimile signature of the City Clerk.

(CORPORATE SEAL) CITY OF CLARKSTON, GEORGIA

By:_____
Mayor

Attest:

_____
City Clerk

* * * * *

CERTIFICATE OF AUTHENTICATION

This bond was authorized by the within mentioned authorizing resolution of the Mayor and City Council of the City of Clarkston, Georgia, adopted October 1, 2024, and is hereby authenticated as of the date of its execution as stated in this bond.

CITY OF CLARKSTON, GEORGIA,
as Bond Registrar

By:_____
Finance Director

Date of Authentication: October 10, 2024

* * * * *

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF DEKALB

The undersigned Clerk of the Superior Court of DeKalb County, State of Georgia, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of DeKalb County, Georgia, on the 1st day of April, 2024 (Civil Action File No. 24CV3146), that no intervention or objection was filed thereto and that no appeal has been prosecuted therefrom.

WITNESS my manual or facsimile signature and the seal of the Superior Court of DeKalb County, Georgia.

_____

Clerk, Superior Court,
DeKalb County, Georgia

(SEAL)

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

_____

_____

_____

_____

_____

the within Bond of the CITY OF CLARKSTON, GEORGIA and does hereby constitute and appoint _____ attorney to transfer the said Bond on the books of the Bond Registrar, with full power of substitution in the premise.

Date:_____

In the presence of:_____ _____
Bondholder

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

(End of Bond Form)

Section 9. Approval of Winning Bid; Sale of Bond. The use and distribution of the Request for Proposals dated August 28, 2024 is hereby ratified and approved. The City hereby approves and accepts the bid of the Purchaser attached hereto as Exhibit B. The sale of the Series 2024 Bond to the Purchaser at a price of 100% of par is hereby authorized.

Upon receipt of the purchase price for the Series 2024 Bond, the Mayor or her designee is authorized to physically deliver the Series 2024 Bond to the Purchaser, and the Mayor or her designee is authorized to execute for and on behalf of the City such receipt for the proceeds of the Series 2024 Bond and such other closing certificates and proofs as may be necessary and proper. The Series 2024 Bond shall be properly executed, numbered and shall contain the terms set forth in this Resolution.

Section 10. Application of Proceeds. The proceeds from the sale of the Series 2024 Bond (excluding the proceeds to be used to pay costs of issuance) shall be remitted to the City and shall be used by the City to pay the costs of all or a portion of the Projects. The proceeds of the Series 2024 Bond to be used for the payment of issuance costs of the Series 2024 Bond shall be disbursed as provided below. The proceeds of the Series 2024 Bond remitted to the City shall be invested and reinvested by the City in the investments specified in O.C.G.A. Section 36-82-7 or any other applicable State of Georgia law.

The proceeds of the Series 2024 Bond that are to be used to pay costs of issuance of the Series 2024 Bond shall be disbursed by Webster Bank, National Association, in accordance with a closing memo dated the date of issuance of the Series 2024 Bond and signed by an officer (or officers) of the City properly authorized and designated to sign on the City's behalf for this purpose. Any undisbursed proceeds of the Series 2024 Bond shall be paid to the City and applied to pay the costs of the Projects.

Section 11. Authentication of Series 2024 Bond. The Series 2024 Bond shall not be valid or obligatory for any purpose unless and until the certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon the Series 2024 Bond shall be conclusive evidence that the Series 2024 Bond has been authenticated and delivered hereunder.

Section 12. Transfer and Exchange of Series 2024 Bond. The Bond Registrar shall cause books for the registration of transfer of the Series 2024 Bond to be kept. The Series 2024 Bond may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of the Series 2024 Bond at the principal office of the Bond Registrar, the City shall execute, and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees, a new Series 2024 Bond of the same series so surrendered and numbered consecutively in order of issuance according to the records of the Bond Registrar. The Series 2024 Bond may not be exchanged. Such transfers of registration shall be without charge to the owner of the Series 2024 Bond, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Series 2024 Bond requesting such transfer as a condition precedent to the exercise of such privilege. Notwithstanding the foregoing, the Series

2024 Bond may only be transferred to (a) affiliates of the Purchaser or (b) banks, insurance companies or other financial institutions or their affiliates. Nothing herein shall limit the right of the Purchaser or its assignees to sell or assign participation interests in the Series 2024 Bond.

If the Series 2024 Bond is surrendered upon any transfer provided for in this Resolution, the Series 2024 Bond shall be promptly canceled by the Bond Registrar and shall not be reissued. Upon request of the City, a certificate evidencing such cancellation shall be furnished by the Bond Registrar to the City.

Section 13. Registered Owners. The person in whose name the Series 2024 Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2024 Bond to the extent of the sum or sums so paid.

Section 14. Continuing Request. The inclusion of the foregoing provisions shall constitute (a) a continuing request from the City to the Clerk of the Superior Court of DeKalb County, unless her signature shall occur by facsimile, to execute the certificate of validation on any replacement Bond issued pursuant hereto, and (b) the appointment of the Bond Registrar as agent for the City to do any and all things necessary to affect any replacement or registration of transfer.

Section 15. Mutilated or Destroyed Series 2024 Bond. In case a Series 2024 Bond shall become mutilated or be destroyed or lost, the City Council, on behalf of the City, may cause to be executed, authenticated and delivered a new Series 2024 Bond in exchange or substitution for the Series 2024 Bond so mutilated, destroyed or lost, upon, in the case of a mutilated Series 2024 Bond, surrender of such Series 2024 Bond, or in the case of a destroyed or lost Series 2024 Bond, the owner filing with the City, the Paying Agent and the Bond Registrar evidence satisfactory to them that such Bond was destroyed or lost and providing indemnity satisfactory to them; provided, however, that if the owner of such destroyed or lost Series 2024 Bond has a minimum net worth of at least $25,000,000, such owner's own unsecured agreement of indemnity shall be deemed to be satisfactory. If the Series 2024 Bond shall have matured, instead of issuing a new Series 2024 Bond, the City may pay the same Series 2024 Bond.

Section 16. Prepayment. The Series 2024 Bond is subject to optional prepayment in whole or in part beginning on October 10, 2026, and on any business day thereafter at a prepayment price equal to the principal amount of the Series 2024 Bond to be prepaid, plus accrued interest. Any partial prepayment of the Series 2024 Bond (a) must be in a principal amount of at least $1,000,000, (b) shall occur no more than once during any calendar year, and (c) shall be applied to the then remaining scheduled installments of principal payable on the Series 2024 Bond in inverse order of principal installments due. The Series 2024 Bond is subject to mandatory sinking fund prepayment in the amounts and on the dates set forth below:

Date	Amount
June 1, 2025	$1,765,000
June 1, 2026	1,855,000
June 1, 2027	1,945,000
June 1, 2028*	1,435,000

*Final Maturity.

Notice of the prepayment of the Series 2024 Bond shall be given by the City to the owner of the Series 2024 Bond as set forth more fully in the form of the Series 2024 Bond.

No presentment of the Series 2024 Bond shall be required to receive optional prepayments or mandatory sinking fund prepayments.

Section 17. Establishment of Sufficiency; Sales Tax Account and Debt Service and City Sub-Accounts. Based upon historical levels of other sales and use taxes collected in the City, the amount of the Sales and Use Tax expected to be collected (and the amount apportioned to the City under the Intergovernmental Agreement), and the required debt service on the Series 2024 Bond, the City hereby determines that during each year in which any payment of principal or interest on the Series 2024 Bond becomes due, the City will receive Sales and Use Tax proceeds sufficient to fully satisfy its liability for debt service on the Series 2024 Bond. The Mayor is hereby authorized to direct the State of Georgia, Department of Revenue, Sales and Use Tax Division to mail all proceeds of the Sales and Use Tax being collected in the City to the custodian of the separate trust fund designated as the City of Clarkston Special Purpose Local Option Sales Tax Fund (the "Sales Tax Fund") required by Section 6 of the Intergovernmental Agreement. Within the Sales Tax Fund, the City shall create the "Debt Service Sub-Account" and the "City Sub-Account."

The Sales and Use Tax commenced on April 1, 2024 and will be collected for a period of six years, in accordance with O.C.G.A. Section 48-8-110 *et seq.*, as amended. The Sales and Use Tax proceeds received by the City in any bond year (June 2 through the following June 1) shall first be deposited in the Debt Service Sub-Account and used for paying debt service requirements on the Series 2024 Bond until such time as there is on deposit with the City in the Debt Service Sub-Account to be maintained by the City sufficient moneys to pay the principal and interest on the Series 2024 Bond coming due in that bond year; thereafter, such Sales and Use Tax proceeds shall be deposited in the City Sub-Account used to fund City Projects not funded with Debt. Should the moneys in the Debt Service Sub-Account and the City Sub-Account prove insufficient to make any required principal or interest payment on any Interest Payment Date, the City will be solely responsible to make available moneys to make the required payments of principal of and interest on the Series 2024 Bond from such other sources as are lawfully available to the City, including the tax levy described in Section 6 hereof.

Section 18. Tax Covenants and Representations; Bank Qualification. The Series 2024 Bond is being issued by the City in compliance with the conditions necessary for the interest income on the Series 2024 Bond to be exempt from federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or political subdivisions thereof. It is the intention of the City that the interest on the Series 2024 Bond be and remain excludable from gross income for federal income tax purposes, and, to that end, the City hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Series 2024 Bond under Section 103 of the Code.

The City reasonably expects that the principal amount of the Series 2024 Bond, together with the original principal amount of all other tax-exempt obligations of the City and any entity subordinate thereto (other than obligations which are private activity bonds not qualified under Section 145 of the Code) issued in calendar year 2024, will, in the aggregate, not exceed $10 million. The City hereby designates the Series 2024 Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code.

Section 19. Approval of Prior Actions; General Authority. All actions taken by the City Council, any officer or member of the City Council, any officer of the City or any agent or employee of the City relating to the authorization and issuance of the Series 2024 Bond, including, but not limited to, actions taken in connection with the validation of the Series 2024 Bond, be and the same are hereby ratified, approved and confirmed.

Section 20. Payments Due on Saturday, Sunday or Holiday. If a payment on the Series 2024 Bond is due on a Saturday, Sunday or any day that the office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding business day, provided, however, interest shall continue to accrue until such time as the payment is actually received by the registered owner.

Section 21. Waiver of Bond Audit. The City hereby waives the performance audit or performance review requirement referred to in O.C.G.A. Section 36-82-100.

Section 22. Repeal of Conflicting Resolutions. All resolutions, or parts thereof, that conflict with this Resolution are hereby repealed.

Section 23. Financial Covenants. The City shall furnish the registered owner of the Series 2024 Bond, for so long as the Series 2024 Bond remains outstanding, annual audited financial statements of the City (the "Financial Statements") as soon as they are available, but no later than 270 days after the end of each fiscal year. This obligation may be satisfied by posting the Financial Statements on the Municipal Securities Rulemaking Board's "EMMA" website or the City's public website.

Section 24. General Authority. The proper officers, agents and employees of the City Council and the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2024 Bond and the execution, delivery and performance

of the documents and agreements authorized by this Resolution. If the Mayor or the City Clerk is unable or unwilling to carry out the transactions contemplated by the terms of this Resolution or to execute any documents authorized herein, including but not limited to the Bond, the Vice Mayor and Deputy City Clerk are hereby authorized to act/sign on behalf of the Mayor and City Clerk, respectively.

Section 25. Filing of Agreement. The City shall not file or submit or permit the filing or submission of this Resolution or any other document relating to the Series 2024 Bond (the "Bond Documents") to any person for delivery to the Municipal Securities Rulemaking Board (the "MSRB") that includes any of the following unredacted information regarding the Purchaser: physical or mailing addresses, account information, e-mail addresses, telephone numbers, facsimile numbers, tax identification numbers, or titles or signatures of officers, employees or other signatures. The City acknowledges the Purchaser is not responsible in connection with any filing with the MSRB relating to the Bond Documents.

ADOPTED AND APPROVED this 1st day of October, 2024.

(CORPORATE SEAL)

CITY OF CLARKSTON, GEORGIA

By:_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A
TO BOND RESOLUTION

DEBT SERVICE SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2025	$1,765,000	3.410%	$153,165.83	$1,918,165.83	
12/01/2025			89,256.75	89,256.75	
12/31/2025					$2,007,422.58
06/01/2026	1,855,000	3.410%	89,256.75	1,944,256.75	
12/01/2026			57,629.00	57,629.00	
12/31/2026					2,001,885.75
06/01/2027	1,945,000	3.410%	57,629.00	2,002,629.00	
12/01/2027			24,466.75	24,466.75	
12/31/2027					2,027,095.75
06/01/2028	1,435,000	3.410%	24,466.75	1,459,466.75	
12/31/2028					1,459,466.75
	$7,000,000		$495,870.83	$7,495,870.83	$7,495,870.83

EXHIBIT B
TO BOND RESOLUTION

WINNING BID

(Attached)

CITY CLERK'S CERTIFICATE

STATE OF GEORGIA

CITY OF CLARKSTON

The undersigned, City Clerk to the City Council of the City of Clarkston, Georgia DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the City Council, in a meeting duly assembled and open to the public at which a quorum was present, on the 1st day of October 2024, relating to the issuance and sale of a $7,000,000 City of Clarkston, Georgia General Obligation Sales Tax Bond, Series 2024 the original of which has been duly recorded in the Minute Book of said City Council, which is in my custody and control.

GIVEN this the 1st day of October, 2024.

_____

City Clerk

(CORPORATE SEAL)

DAVENPORT & COMPANY

City of Clarkston, Georgia

RFP Results Presentation – Series 2024 SPLOST Bond

CITY OF CLARKSTON
where possibilities grow

September 24, 2024

Member NYSE | FINRA | SIPC

Request for Proposals Solicitation

- Following Davenport's Plan of Finance presentation on August 27th, 2024, a Request for Proposals (the "RFP") was distributed on behalf of the City for the General Obligation Sales Tax Bond, Series 2024 (the "Series 2024 Bond").

- The proceeds of the Series 2024 Bond will be used to finance (i) certain transportation and recreational capital projects within the City and (ii) pay for the costs of issuance associated with the Series 2024 Bond.

- On Thursday, September 12, 2024, Davenport received 7 proposals from the following lending institutions listed below. A summary of the bids can be found in the appendix herein.

- Davenport is recommending a proposal from Webster Bank. A summary is included on the subsequent page.

First Citizens Bank (3.64%)	First Internet Bank (4.75%)	Flagstar Bank (4.47%)	South State Bank (4.15%)
Regions Bank (3.42%)*	Truist (3.61%)	Webster Bank (3.41%)	

*Note: Regions provided alternative interest rates based upon the prepayment option selected.

Summary of Recommended Proposal

	Webster Bank
Not-to-Exceed Par Amount:	$7,000,000
Term	4 Years
Rate:	3.41% (Fixed until Final Maturity)
Prepayment:	Callable on or after October 10, 2026 at no penalty
Legal Fees / Closing Costs:	$0
Closing Date:	October 10, 2024

In review of the proposals offered, Davenport, in conjunction with the City Staff determined that Webster Bank was the best choice for the City, due to the proposal having the lowest interest rate, no legal fees / closing costs and prepayment flexibility.

The rate offered by Webster is over 1.00% better than our initial planning rate.

Final Debt Service

Series 2024 Bond - Final Debt Service				
Payment Date	Principal	Interest	Semi-Annual Total	Annual Total
6/1/2025	$1,765,000	$153,166	$1,918,166	
12/1/2025	0	89,257	89,257	$2,007,423
6/1/2026	1,855,000	89,257	1,944,257	
12/1/2026	0	57,629	57,629	2,001,886
6/1/2027	1,945,000	57,629	2,002,629	
12/1/2027	0	24,467	24,467	2,027,096
6/1/2028	1,435,000	24,467	1,459,467	1,459,467
Total	$7,000,000	$495,871	$7,495,871	$7,495,871

Recommendation & Rationale

- Davenport recommends that the City accept the 3.41% bid from Webster Bank to finance the Series 2024 Bond. This recommendation is based upon the following:
  - Webster Bank's interest rate option was the lowest amongst all proposals;
  - Favorable prepayment flexibility without penalty;
  - Agreed to structured amortization schedule as proposed in the RFP;
  - No legal fees or closing costs; and,
  - The interest rate is fixed until final maturity, eliminating any future interest rate risk.

Timetable / Next Steps

Date		Action
August 27	✓	City Council Work Session – Davenport presented Plan of Finance, Financing Schedule and method of sale.
August 28	✓	Davenport Distributed Request for Proposals to Local, Regional and National Banking Institutions.
Early September	✓	Davenport contacted prospective bidders.
September 12	✓	Davenport Received Responses to the Request for Proposals.
September 12 - 18	✓	Davenport negotiated with bidders.
September 24		City Council Work Session – Davenport to present RFP results / recommendation.
October 1		City Council Regular Session: City Council to approve recommended bid, bond resolution and other documents, as necessary.
October 1		Bond Documents Finalized and Executed.
October 10		Close on Series 2024 Bond.

Appendix – RFP Bid Results Summary

City of Clarkston, Georgia

RFP Bid Results Summary

City of Clarkston, Georgia General Obligation Sales Tax Bond, Series 2024			
Lender	Interest Rate	Prepayment Provisions	Lender Counsel Fee
Webster Bank	3.41%	Callable at par on or after October 10, 2026	$0
Regions Bank	Option A: 3.60% (Indicative, Subject to Change)	Anytime and No Prepayment Penalty	$8,500
	Option B: 3.55% (Indicative, Subject to Change)	Callable at par on or after October 10, 2025	
	Option C: 3.42% (Indicative, Subject to Change)	Non-callable	
Truist	3.61%	Prepayment subject to break-funding terms	$3,500
First Citizens Bank	3.64%	Anytime in Whole (Not in Part) and No Prepayment Penalty	$0
South State	4.15%	Year 1: 2% the principal prepaid Year 2 / 3: 1% of the principal prepaid Year 4 until maturity: No penalty	$7,500
Flagstar Bank	4.47%	Anytime in Whole at 101% of par	$5,000
First Internet	4.75%	Callable at par on or after March 1, 2027	$4,000

Contact Information

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Disclaimer

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When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

Version 01/01/2024 ML/CH/DJG/RC/CR

CITY OF CLARKSTON

ITEM NO: 6B

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: SEPTEMBER 24, 2024

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

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

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

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

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

5976

New Alcohol Beverage License Application

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

☑ New ☐ Amendment

Date: 1/28/2024

Contact Name: Matt Coggin Phone: [redacted]

Business/Trade Name: DBA Tacos & BBQ LLC

D/B/A: DBA Tacos & BBQ

Business Address: 4540 E Ponce de Leon Ave

Emergency Contact Name: Lee Coggin Phone: [redacted]

TYPE OF BUSINESS

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

RECEIVED
FEB 09 REC'D
CITY OF CLARKSTON

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

☐ Beer/Malt Beverages $750
☐ Wine $750
☑ Beer/Wine/Malt Beverages $1,000
☑ Distilled Spirits $2,500
☐ Wholesale Wine or Beer/Malt $350
☐ Wholesale Beer/Wine/Malt $450
☐ Wholesale Distilled Spirits (City) $5,000, No location in City $450
☑ Administrative (Investigative Application) Fee (applicable to all Licenses) $200.00

Employee Work Permit Initial/Renewal $50.00 (per employee) Must apply Clarkston Municipal Courts Office (404-292-9465

FOR OFFICE USE ONLY

Department	Date	~~Approve/Deny~~ Compliance	Comments
City Clerk	9/13/24	✓	[illegible]
Planning & Development	9/11/24	CK	Lisa Cox
Police Department	9-12-24	✓	C.S.L.
Quality of Life Officer	5/8/2024	✓	See Attached comments 3551
City Manager			

APPLICANT INFORMATION

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

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

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

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

Have you ever been arrested? □ Yes ☑ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: □ Sole Proprietorship □ Partnership ☑ Corporation □ Other

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

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

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

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

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

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

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

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

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

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

Church: 567 yd. School: 1760 yd.

Library: 1.8 miles Public Recreation: 2288 yd.

VERIFICATION OF APPLICATION

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

Matt Coggin (Feb 7, 2024 21:09 EST)

Signature of Applicant or Agent

Matt Coggin

Print or Type Name

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

This 7 day of February, 2024.

Cynthia Sterne

Notary Public

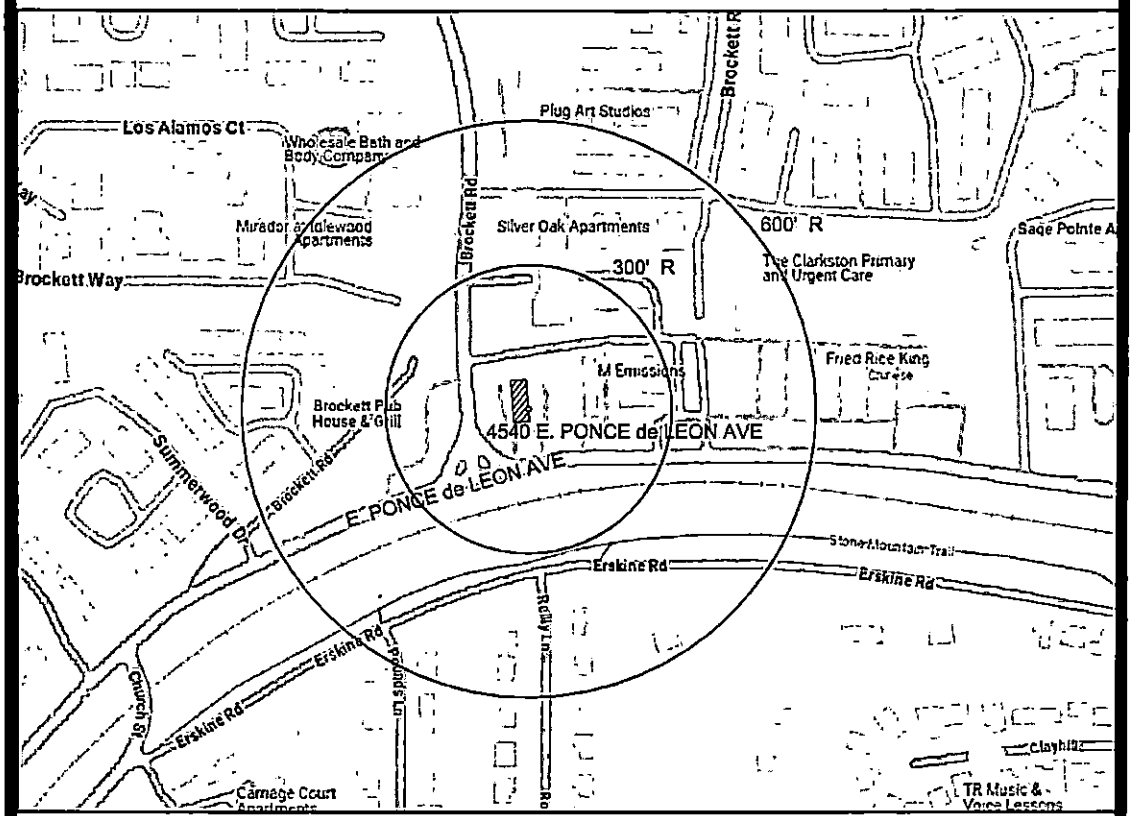
My commission expires on: 5/16/2026

CYNTHIA STERNE NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA May 16, 2026

ATLANTA ENGINEERING SERVICES, INC. HAS NOT PERFORMED A BOUNDARY LINE SURVEY AS PER THE GEORGIA PLAT ACT O.C.G.A. 15-6-67,

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

NORTH



DISTANCE MEASUREMENTS:

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

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

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

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

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

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

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

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

ALCOHOLIC LICENSE SURVEY FOR:

OWNER: MATT COGGIN
4540 E. PONCE de LEON AVE
CLARKSTON, GA 30021

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

DEKALB COUNTY
STATE OF GEORGIA

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

GEORGIA REGISTERED No. 2378 PROFESSIONAL LAND SURVEYOR ELVIN L AYCOCK
1-25-2024

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

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

300 0 150 300
(GRAPHIC SCALE – IN FEET)
1 inch = 300 ft.

BACKGROUND CHECK OWNERS/MANAGERS

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

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

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

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

Name: Matt Coggin Date: 1/28/2024

Business: DBA Tacos & BBQ Title: owner

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

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

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

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

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

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For Official Use Only

City Hall:

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

Police Department:
Criminal History Record Checked? ☐ Yes ☐ No
Applicant is able to obtain Permit? ☐ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

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

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only
Type of License: _____

Business: _____
Address: _____
Telephone: _____

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

1. Matthew C. Coggin, [redacted]
Full Name of Applicant and Address

2. Social Security Number: [redacted]

3. Driver's License Number: [redacted]

4. Date of Birth: [redacted]1973 Place of Birth: Minneapolis, MN

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

Date: _____ Place: _____ Court: _____
Petition Number: _____ Certificate Number: _____
Derived Parent Certificate Number(s) N/A
Alien Registration Number: _____
Native Country: _____ Date of Port Entry: _____

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

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

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

9. Physical Description of Applicant Caucasian Race Male Sex 5'7" Height 150 Weight
50 Age Brown Hair Color Brown Eyes

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

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

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

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

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

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

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

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

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

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

18. Military Service ( ) Yes (✓) No List Serial Number_____ Branch of Service _____

Period of Service_____ Date of Discharge_____Type of Discharge _____

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

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

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

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

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

36.25 % of profit

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

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

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

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

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

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

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

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

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

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

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

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

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

Verification

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

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

Matt Coggin
Applicant's Name (Print or Type)

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

This 7 day of February, 2024.

Notary Public

Seal:

CYNTHIA STERNE NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES May 16, 2026

CITY OF CLARKSTON
where possibilities grow

FINGERPRINTS
NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

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

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

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

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

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

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

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

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

Matt Coggin (Feb 7, 2024 21:09 EST)

APPLICANT SIGNATURE

Feb 7, 2024

DATE

NOTARY SIGNATURE

2/7/2024

DATE

SEAL

CYNTHIA STERNE NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA May 16, 2026

CITY OF CLARKSTON

where possibilities grow

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

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

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

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

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

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

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

Name: Matt Coggin

Signature: Matthew Coggin

Date: 6/6/24

BACKFLOW PREVENTION ASSEMBLY TEST & MAINTENANCE REPORT
DEKALB COUNTY

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

Location Name	Phone Number	Contact Name
Tacos N BBQ		
Location Address		**Email Address**
4540 E PONCE DE LEON AVE, CLARKSTON GA, 30021		

Assembly Type	Assembly Manufacturer	Assembly Model	Size	Serial Number
RP	Watts	LF009M2QT	1.5	121907

Assembly Physical Location: Hot box at street at meter

☒ Containment ☐ Isolation ☒ Domestic ☐ Fire ☐ Irrigation

	Check Valve #1	Check Valve #2	Relief Valve	PVB/SVB	Shut Off Valves	#1	#2
Initial Test	☒ Held at 6.9 PSID ☒ Closed Tight ☐ Leaked	☒ Held at 1.4 PSID ☒ Closed Tight ☐ Leaked	☒ Opened at 3.4 PSID ☐ Did Not Open	☐ Air Inlet Opened at ____ PSID ☐ Opened Fully ☐ Check Held at ____ PSID ☐ Leaked	Closed Tight Leaked	☐ ☐	☐ ☐
REPAIR	☐ CLEANED REPLACED ☐ Disc ☐ Spring ☐ Guide ☐ Seat ☐ O-Ring(s) ☐ Module ☐ Rubber Kit ☐ Other	☐ CLEANED REPLACED ☐ Disc ☐ Spring ☐ Guide ☐ Seat ☐ O-Ring(s) ☐ Module ☐ Rubber Kit ☐ Other	☐ CLEANED REPLACED ☐ Disc ☐ Spring ☐ Diaphragm ☐ Seat ☐ O-Ring(s) ☐ Module ☐ Rubber Kit ☐ Other	☐ CLEANED REPLACED ☐ Air Inlet Disc ☐ Air Inlet Spring ☐ Check Disc ☐ Check Spring ☐ Float ☐ Diaphragm ☐ Rubber Kit ☐ Other	CLEANED REPLACED REPAIR Other	☐ ☐ ☐ ☐	☐ ☐ ☐ ☐
Final Test	____ PSID ☐ Closed Tight	____ PSID ☐ Closed Tight	Opened at ____ PSID	Air Inlet ____ PSID CK Valve ____ PSID	Closed Tight	☐	☐

Line Pressure at Time of Test	Test Date	Test Results
	2024-01-30	Pass

Comments: Removed irrigation RP as the line is not in use. Installed new device on domestic and tested

Test Kit Manufacturer	Test Kit Model	Test Kit Serial Number	Test Kit Calibration Date
Mid-west	830	141272	2023-05-31

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

Tester Name	Certification Number
Richard Ottesvig	BPAT-03938
Tester Company	**Tester Phone Number**
Rs Andrews	678-262-6703

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

Menu:

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

Location:

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

Marketing Strategy:

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

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

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

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

Menu:

Appetizers:
Chips, Salsa, Guacamole, cheese dip

Entrees:

Sandwiches
Pork
Brisket
Chicken Breast

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

Tacos
Pork
Brisket
Chicken Tinga

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

Dessert
Banana Pudding
Cookies
Brownies
Churros

Sodas
Water
Wine, beer, alcohol

Control Number : 23059340

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

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

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

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

STATE OF GEORGIA 1776

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

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

BUSINESS INFORMATION

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

PRINCIPAL OFFICE ADDRESS

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

REGISTERED AGENT

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

ORGANIZER(S)

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

OPTIONAL PROVISIONS

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

AUTHORIZER INFORMATION

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

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

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

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

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

X_____
CYNDI STERNE MESSAGE IN A BOTTLE

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

BACKGROUND CHECK OWNERS/MANAGERS

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

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

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

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

Name: Lee Karen Coggin Date: _____

Business: DBA Tacos & BBQ Title: Partner

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

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

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

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

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

---

For Official Use Only

City Hall:

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

Police Department:
Criminal History Record Checked? ☐ Yes ☐ No
Applicant is able to obtain Permit? ☐ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

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

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only
Type of License: _____

Business: _____
Address: _____
Telephone: _____

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

1. Lee Karen Coggin [redacted]
Full Name of Applicant and Address

2. Social Security Number: [redacted]

3. Driver's License Number: [redacted]

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

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

Date: _____ Place: _____ Court: _____
Petition Number: _____ Certificate Number: _____
Derived Parent Certificate Number(s) _____
Alien Registration Number: _____
Native Country: _____ Date of Port Entry: _____

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

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

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

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

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

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

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period which you were known by this name.
Lee Karen Liddick (maiden name 19 years

13. Are you registered to vote in the state of Georgia (✓) yes ( ) No
County Registered DeKalb Number of years registered 43

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

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

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

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

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

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

18. Military Service ( ) Yes (✓) No List Serial Number_____ Branch of Service _____

Period of Service_____ Date of Discharge_____Type of Discharge _____

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

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.
Matthew Charles Coggin DBA TACOS & BBQ

21. Position of applicant in dealer's business. majority partner - no working position

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

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

23. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? (✓) Yes ( ) No if yes, explain
DBA Barbecue 1190 North Highland AVE NE ATLANTA, GA. 30306

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

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

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

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

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

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

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

Name Eloise Kigger
Residence [redacted]
Business Address
Telephone Number [redacted] Number of years known 23

Name Wilma Smith
Residence [redacted]
Business Address
Telephone Number [redacted] Number of years known 33

Name Susan Schlitter
Residence
Business Address [redacted]
Telephone Number [redacted] Number of years known 30

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

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

Verification

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

Lee Karen Coggin
Applicant's Signature (full name in ink)

Lee Karen Coggin
Applicant's Name (Print or Type)

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

This 16 day of February, 2024.

Notary Public

Seal:

CYNTHIA STERNE
NOTARY
EXPIRES
GEORGIA
May 16, 2026
PUBLIC
FULTON COUNTY

CITY OF CLARKSTON
where possibilities grow

FINGERPRINTS
NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

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

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

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

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

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

PRIVACY ACT STATEMENT

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

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

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

Matthew Cooper
APPLICANT SIGNATURE

5/31/24
DATE

Cynthia Sterne
NOTARY SIGNATURE

May 31, 2024
DATE

SEAL



CITY OF CLARKSTON
where possibilities grow

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

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

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

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

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

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

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

Name: Lee K. Coggin

Signature: Lee K. Coggin

Date: 5/31/2024

CITY OF CLARKSTON

where possibilities grow

Mayor
Beverly H. Burks

City Council
Debra Johnson, Vice Mayor
Yterenickia Bell
Jamie Carroll
Susan Hood
Mark Perkins

DBA Tacos and BBQ was inspected on 5/8/2024 due to an alcohol license submission.

Sec. 3-55. -Proximity of establishments to school ground, church, library, public park or adult entertainment establishment.

Distance measurements indicate there are no schools, school grounds, public parks, churches, or libraries within one hundred (100) yards of the entrance to 4540 E. Ponce De Leon Ave.

The right side front entrance of 4540 E. Ponce De Leon Ave to the front entrance of Brockett Triangle Package Store is 221.3 yards

The left side front entrance of 4540 E. Ponce De Leon Ave to the front entrance of Brockett Triangle Package store is 192.3 yards.

There are no adult entertainment establishments within one hundred sixty-six (166) yards of the entrance to 4540 E. Ponce De Leon Ave.

There are no single-family residences within fifty (50) yards of the entrance to 4540 E. Ponce De Leon Ave.

CITY OF CLARKSTON

ITEM NO: 6C

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Review/Discussion

MEETING DATE: SEPTEMBER 24, 2024

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages:

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

PURPOSE: To discuss approval of vendor Julie Kert, Partner at Yeargan & Kert for the Municipal Court Solicitor contract.

The bid solicitation documents were advertised on the City's website and BidNet Direct between July 18, 2024, and the bid close at 9:30 am, August 13, 2024. In addition, this Request for Proposal (RFP) a Courtesy Email was generated from BidNet Direct to the incumbent municipal court solicitor Christopher Diwan of this advertised RFP.

See supporting documents for recommended vendor for this service.

NEED/ IMPACT: The Municipal Court Solicitor will provide prosecuting attorney services for the City of Clarkston Municipal Court.

RECOMMENDATION: Staff recommends vendor Julie Kert, Partner at Yeargan & Kert for approval as the most responsive and responsible Offeror. The award amount of $2,000.00 per month ($24,000.00/annually) for this project should be paid from the General Fund – Municipal Court.

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO APPOINT ATTORNEY JULIE KERT AS SOLICITOR OF THE MUNICIPAL COURT AND TO APPROVE A CONTRACT WITH YEARGAN & KERT, LLC FOR MUNICIPAL COURT SOLICITOR SERVICES.

WHEREAS, the City Council appoints a prosecuting attorney (a/k/a solicitor) for the Municipal Court on an annual basis pursuant to Section 3.04 of the City Charter and O.C.G.A. § 15-18-92; and

WHEREAS, the City Council hereby finds that Attorney Julie Kert is qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a); and

WHEREAS, the City Council desires to engage Ms. Kert, through her law firm Yeargan & Kert, LLC, to serve as solicitor of the Clarkston Municipal Court for year 2025.

NOW THEREFORE, BE IT RESOLVED that the City of Clarkston City Council does hereby appoint Attorney Julie Kert as Municipal Court Solicitor effective January 1, 2025 and remaining in effect until such time as the City Council takes subsequent action to appoint a different individual as solicitor.

BE IT FURTHER RESLOVED that the contract with Yeargan & Kert, LLC for municipal solicitor services attached hereto as Exhibit A is hereby approved and the Mayor is hereby authorized to execute such contract.

SO RESOLVED this _____ day of _____, 2024

CLARKSTON CITY COUNCIL

_____

Mayor Beverly H. Burks

ATTEST:

_____

Tomika R. Mitchell, City Clerk

EXHIBIT A

Contract for Municipal Court Solicitor Services

STATE OF GEORGIA
COUNTY OF DEKALB

CONTRACT TO PROVIDE MUNICIPAL COURT SOLICITOR SERVICE(s)
CLARKSTON MUNICIPAL COURT

This Agreement is made and entered into this ____day of _____, 20____, between the CITY OF CLARKSTON ("City"), a municipal corporation, and Yeargan & Kert, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City issued bid solicitation RFP - MUNICIPAL COURT SOLICITOR - 081324 ("RFP") seeking proposals to engage a firm, individual lawyer, or a consortium of firms or lawyers to serve as the Solicitor of the City of Clarkston Municipal Court ("Contractor");

WHEREAS, the City desires the services of Attorney Julie Kert, who is a member of Yeargan & Kert, LLC, as the City Solicitor pursuant to Section 3.04 of the Charter of the City of Clarkston; and

WHEREAS, Julie Kert is qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a) and desires to serve in said capacity as an independent contractor, rather than as an employee of the City; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The City hereby contracts with Contractor to perform all functions and duties of the prosecuting attorney of the Clarkston Municipal Court (i.e., serve as City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:

    a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court.
    b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases.
    c. Participate in administrative and research functions in civil areas when so directed by the City Manager.
    d. Report to the City Manager as requested regarding the functions of the Municipal Court system.
    e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures.
    f. Coordinate with the Municipal Court Judge, Public Defender, and Court Clerk to

reduce or eliminate backlog of pending cases.

g. Annually review data gathered by the City regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;
h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council.
i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and
j. Make recommendations to the City to improve the financial or other operating conditions of the Court.

2. Independent Contractor. In performing the duties of the City Solicitor, Contractor shall serve as an independent contractor and not as an employee of the City. The City shall have no right or responsibility to control or influence the manner in which Julie Kert carries out her prosecutorial responsibilities, save and except that the City Solicitor agrees to carry out his or her duties in a timely, consistent, fair and effective manner.

3. Term. This Agreement shall commence on January 1, 2025 and shall continue for an initial term of one year, until December 31, 2025. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties.

   No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in the City Solicitor any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. Compensation. The compensation shall be $2,000.00 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.

5. Hours of Work. It is recognized that the hours devoted by the Contractor in the performance of his or her responsibilities may vary with the caseload of the Court. The Contractor shall report to the City Manager upon request the amount of time she is devoting to his or her duties as the Solicitor.

6. Periodic Review. The City Council may review the performance and compensation of the Contractor by such method and at such times as the Council shall deem appropriate.

7. Dues and Subscriptions. The Contractor shall maintain membership in an appropriate statewide organization for City Solicitors and all fees required for such membership shall be paid by the City. In addition, the City encourages the Contractor to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve his or her performance as City Solicitor. Should the Contractor desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior consent from the City Manager of the City of Clarkston, in which event the City shall be obligated to reimburse for such pre-authorized expenses.

8. Professional Development. The City agrees to reimburse the Contractor for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the City Solicitor. The procedures for reimbursement referred to in Paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.

9. Pro Tempore Services. While it is agreed that Julie Kert shall personally serve as Solicitor and shall be available to fill the duties of that office generally not less than eighty percent of the time, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appointment of pro tempore Solicitor. It is understood that it is in the interest of both parties to utilize a pro tempore solicotr when Jule Kert is unable to appear in the Municipal Court so that the Court's important work will not be interrupted when Ms. Kert must be absent from that position. Therefore:

a. On or before the 1st of January of each and every year this contract remains in effect, the Contractor shall submit to the City Council the names of those persons whom it wishes to nominate as pro tempore solicitors for the 12 months following the date of such appointment. These persons shall all be members of the Georgia State Bar, in good standing, and otherwise qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a). Upon receiving such list of proposed pro tempore solicitors, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by the Contractor and approve or deny their appointment as pro tempore solicitors. Contractor is encourgaged to nominate qualified members of its firm as pro tempore solicitors.

b. Any pro tempore solicitor shall be in all respects subject to all of the terms and conditions of this Agreement.

c. The Contractor shall compensate all pro tempore solicitors at its own expense and upon such terms as he and they may agree. Contractor will be compensated according to Section 4 of this Agreement.

d. The Contractor shall make a reasonable effort to maintain a pool of at least two pro tempore solicitorss and shall endeavor to rotate pro tempore services evenly among the approved pro tempore pool so that all will be reasonably familiar with municipal court procedures should their service be necessary.

e. The Contractor shall instruct all pro tempore solicitors concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

10. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from City to the Contractor other than as set forth herein.

Executed on behalf of:

CITY OF CLARKSTON, GEORGIA

BY: _____
Beverly H. Burks, Mayor

DATE: _____

CONTRACTOR: Yeargan & Kert, LLC

SIGNATURE: _____

DATE: _____

ATTEST (sign here): _____
Tomika Mitchell, City Clerk

DATE: _____

Approved as to form:

_____
Stephen G. Quinn
City Attorney

ADVERTISEMENT for CONTRACTUAL SERVICE

RFP - MUNICIPAL COURT SOLICITOR - 081324

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

There will not be an information conference/pre-proposal meeting for this solicitation.

Proposals will be received no later than Tuesday, August 13, 2024, at 9:30 am (EST).

Proposals must be submitted through Bidnet Direct's Georgia Purchasing Group. The City of Clarkston invites all vendors to register online at www.bidnetdirect.com/georgia/cityofclarkston.

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

Timeline

Question, Answer and Clarification Deadline	Aug. 6, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	Aug. 13, 2024	4:00 pm (EST)
Purchasing Department to Open Sealed Bids	Aug. 13, 2024	10:00 am (EST)

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

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

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

BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston ("City") located in DeKalb County, Georgia, is currently soliciting proposals to engage a firm, individual lawyer, or a consortium of firms or lawyers to serve as Solicitor of the City of Clarkston Municipal Court. Any party interested in submitting a response to this bid solicitation including, where applicable, all partners, employees and contractors of such interested party shall adhere to the guidelines set forth herein.

This position is that of an independent contractor and the individual/firm will be responsible for all taxes owed for monies received for this service. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and Workers' Compensation coverage for any individuals assigned to perform the services for Clarkston.

BACKGROUND

The City's Municipal Court began in 2006, The total number of cases is generally between 17,000 - 21,000 per year. There is one (1) appointed judge and court sessions are generally scheduled three to four times per month. The Court calendar primarily consists of jail sessions, environmental court, code enforcement, trials, and arraignments.

The Municipal Court of Clarkston has jurisdiction over all violations of City ordinances and certain State law violations that occur within Clarkston city limits, such as most traffic violations, and some State misdemeanors. When the party is found guilty, a judge can issue fines, fees, and/or incarceration.

Court is in session four times per month, except on major holidays. Trials are held only on the first Wednesday of each month, beginning at 6:00 pm (EST).

SCOPE of WORK

The Offeror shall comply with and be subject to all provisions of the City's Charter and Codes including, without limitation, ARTICLE III of the City's Code of Ethics.

Services to be performed pursuant to this bid solicitation shall include, but are not limited to the following:

A. Represent the City in the prosecution of all criminal violations over which the Municipal Court has jurisdiction, including violations of any City ordinance.

B. Be responsible for all aspects of prosecution including investigation, arraignments, pre-trial hearings and motions, bench trials, sentencing recommendations, review hearings, discovery, and appeals to superior court.
C. Follow cases through sentencing procedures and manage criminal appeals.
D. Provide legal research, training, and assistance to the Police Department and court staff in all criminal matters, including statutory interpretation, enforcement issues, and case decisions.
E. Prepare cases for prosecution including contacting the Police Department and the code enforcement division of the Community Development Department, witnesses, victims, and defense attorneys.
F. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
G. Provide occasional training for law enforcement officers and advise the department regarding substantial statutory or case law changes. Coordinate such periodic training sessions with the Police Department and the code enforcement division of the Planning/Economic Development Department.
H. Create a plan for a Drug Treatment Court for City approval and implementation. The purpose of the Drug Treatment Court is to reduce substance abuse, crime, and recidivism by providing intensive supervision, treatment, and judicial guidance for alcohol and/or chemically dependent individuals. The goal of the Drug Treatment Court is to integrate substance abuse treatment with the justice system for the promotion of public safety, individual responsibility, citizenship, and reduction of recidivism.
I. Create a Pretrial Diversion Program for Court for City approval and implementation. The purpose of the Pretrial Diversion Program is to be an alternative to traditional court prosecution. It will allow some first offenders, and some low-level offenders with minor criminal histories to complete programming which will impact their future decision making and provide the necessary counseling to address issues related to their charges.

EXAMPLES OF WORK

The successful Offeror shall:

A. Review cases filed by police.
B. Make charging decisions, as applicable.
C. Communicate with the defendants, victims and officers concerning charging decision.
D. Subpoena witnesses and comply with discovery requests.
E. Lead cases through the court process.
F. Collaborated with the Chief of Police to improve effectiveness.

PERFORMANCE EVALUATION

The Offeror awarded a contract as a result of a successful response to this bid solicitation will be measured and evaluated by the following performance standards:

A. Prompt attendance at each regular or specially set court dates.
B. Efficient and effective handling of cases at arraignment and trial.
C. Written evaluation of effectiveness of advocacy as observed by the Court Administrator.
D. Attention to detail concerning charging documents and available evidence.

E. Appropriate negotiation of plea agreements on criminal and code enforcement citations.
F. Communication with the City Attorney on code enforcement cases and any criminal cases in which the City Attorney has asked to be kept informed.

MINIMUM QUALIFICATIONS

A. Professional Licensing and Experience:

The Offeror and any partners in this submittal, including all attorneys designated by the Offeror to perform any and all service(s) required by this bid solicitation, shall have relevant experience as a prosecutor in a municipal court or a court of record, shall be licensed to practice law in the State of Georgia, and shall be a member of the State Bar of Georgia in good standing.

Any attorney designated by the Offeror to perform the service(s) of the City Solicitor shall have at least five (5) years' relevant experience in the State of Georgia as a prosecutor in a municipal court or a court of record.

B. Practical Experience in Municipal Courts:

The Solicitor shall demonstrate a high degree of knowledge, experience and ability in the operation of local governmental units in Georgia criminal procedure and substantive criminal law; management of a courtroom and a large docket of cases; efficient use of time and resources to reduce delays that inconvenience other Court personnel; supervision of the proper handling of any discovery requests related to a pending citation; and experience ensuring that proper and accurate records of dispositions are maintained.

PROPOSAL CONTENT AND FORMAT

Interested parties shall submit their proposal as concisely as possible while providing all requested information. The proposal shall not exceed twenty-five (25) pages for the City to conduct a comprehensive evaluation.

Interested parties shall submit their proposal in accordance with the format detailed as follows:

A. *Cover Letter*: The cover letter shall include the name and business address of the Offeror and shall be signed by a signatory duly authorized to bind the Offeror. No pricing information shall be included in the cover letter.

B. *Table of Contents*: The table of contents shall include section titles along with corresponding reference to commencing pages.

C. *Offeror Overview*. The proposal shall include a general overview of the Offeror(s) submitting the proposal, how long each individual and/or firm has been in business, customer service philosophy, and identification of the primary office that will be supporting the City.

The overview should also include:

1. A copy of current professional liability insurance, name of carrier and policy number, policy exclusions, if any, and current coverage amounts.
2. Disclose any pending litigation or judgments rendered against the Offeror (or any attorneys proposed to perform Services) in any matter relating to professional activities of the firm, including any pending complaints to the Georgia State Bar Association.
3. Designate the attorney who shall act as a full time Solicitor and every other attorney performing the service(s) described herein on behalf of Offeror. The Solicitor shall always be present in the City of Clarkston Municipal Court where such Court is in session.

D. *Statement of Suitability*. The proposal shall include a statement or specific information that may serve to differentiate the Offeror from other attorneys or firms to show suitability to perform the service(s) described herein for the City.

E. *Project Understanding/Methodology*. The Offeror shall include a description of the Offeror's understanding of the proposed service(s) as outlined in the bid solicitation and a demonstration of understanding as to the magnitude of the tasks and the desired outcomes for the Services.

The Offeror shall also include a description of the Offeror's attorney/law firm practice and services the Offeror can provide, including an explanation of how these services will best meet the City's needs.

F. *Qualifications of Personnel*. The proposal shall provide information on personnel to be assigned to the City for service(s). It should include Georgia State Bar numbers and resumes for all attorneys and a release allowing the City access to all Georgia State Bar Association disciplinary investigations and/or actions. (*Does not count toward total page number*.)

G. *Past Performance/Similar Experience*. The Offeror shall include between three (3) to five (5) reference projects from past years that demonstrate that the person(s) and designated personnel have experience and expertise with the subject matter of this bid solicitation and have demonstrated performance of work that is similar in type and scope as the project described above.

References should be for a public agency and should include the following: name of the organization, contact information, including contact name, address, email address and telephone number, description of the reference project, brief summary of services provided, period of performance; and project cost.

H. *Cost Proposal*. Offeror shall also submit a proposal detailing proposed fees to perform the service(s) described herein ("Cost Proposal"). The Cost Proposal shall be submitted separately. The Cost Proposal shall clearly set forth fees or fee structure to be charged. The Cost Proposal shall include a per hour rate for each attorney (including the Solicitor) to perform any part of the described work. The hourly rate is exclusive to the attorney *actually* performing the work.

The fee proposed shall be submitted in the following form (does not count toward total page number):

1. A flat fee (to be negotiated annually) to be paid in twelve (12) equal monthly payments; or
2. An hourly rate for the Solicitor to be paid monthly upon the City's receipt of an invoice.

EVALUATION PROCESS and CRITERIA

General Information. The bid solicitation proposal submitted in response will enable the City to gather information and identify one or more qualified Offeror to perform the service(s) described herein. The City will conduct a comprehensive, fair and impartial evaluation of all proposals received.

Proposal Review. A review committee *will* be established by the City to evaluate proposals and will invite the most qualified Offeror(s) to interview. One (1) Offeror and negotiate a contract. The City may also determine that no qualified proposals have been received, based on the given criteria and reject all.

Offeror Interview. At the City's discretion, selected Offerors will be interviewed and reviewed based upon the criteria set out in the bid solicitation. (i.e. Unique qualities, methodologies, or approaches taken to differentiate oneself from other Offerors).

Attorneys designated by the Offeror to perform the service(s) of Solicitor shall be present for all interviews. Final approval of a selected Offeror is subject to applicable City policies.

Past Performance. The City will review past performance of the Offeror using the information provided by the Offeror in response to information obtained from independent sources, at its sole discretion.

Evaluation Criteria. The City will evaluate proposals based on criteria stated within this bid solicitation. Proposals will be assigned values including, but not limited to, the following:

A. Offeror's suitability to perform the Services.
B. Offeror's understanding and methodology to provide the service(s) to meet the City's needs.
C. Past performance/similar experience.
D. Cost.
E. Compatibility to the City's systems and procedures.

Negotiation and Best and Final Offer (as applicable).

A. If the City deems it is in its best interest to retain the services of one or more Offerors, the City reserves the right to negotiate a revised scope and/or fees.

   Negotiations will encompass all phases of work, including but not limited to:

   1. Hourly rates and fees for services.

2. Markups for overhead and profit on subcontractors.
3. A “not to exceed” contract amount; and
4. Any other items the City deems appropriate.

B. If negotiations are successful, the City and the highest-ranked Offeror will enter into an agreement to perform the service(s) as described in this bid solicitation. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with the second highest-ranked Offeror.

C. Offerors submitting proposals should be aware the review committee has sole discretion to determine what constitutes the “best qualified offer” for the City, based on the items requested in the Scope of Work and other areas of this RFP. Consequently, Offeror are urged to submit best terms in their original submittal.

CITY OF CLARKSTON
where possibilities grow

CITY OF CLARKSTON

ITEM NO: 6D

CITY COUNCIL WORK SESSION/ COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: To discuss a proposal by "Veterans Memorial Statue" to be erected at the pocket park located at the corner of N. Indian Creek Road and E. Ponce de Leon Ave.

DEPARTMENT: PARKS & RECREATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO: Michael N. Duncan, Parks & Recreation Director
PHONE NUMBER: 404-725-8466

PURPOSE: To discuss a proposal by "Veterans Memorial Statue" to be erected at the pocket park located at the corner of N. Indian Creek Road and E. Ponce de Leon Ave. The partnership is between the City of Clarkston and the Veterans and Community Outreach Foundation of DeKalb County.

NEED/ IMPACT: The Veterans and Community Outreach Foundation of DeKalb County would like to honor Clarkston and DeKalb County Black American Veterans who served during the segregation years (From WWI – 1963). They will add more phases and years honoring all DeKalb Veterans as funding and timelines permit.

RECOMMENDATION: Staff recommends approval.


U.S. HOUSE OF REPRESENTATIVES
E PLURIBUS UNUM


UNITED STATES SENATE
E PLURIBUS UNUM

Draft
5/12/2023

Vietnam Memorial – Dekalb County, GA

Committee Members
Michael Thurman, CEO Dekalb County
Victor Johnson, CEO Veterans and Community Outreach
Jeanette Bell – Var & Associates, LLC – Consultant & Research
Debra Johnson – Vice Mayor – City Council Clarkston

Partners
Paul E. Bolden, American Legion Post 7 Inc.
Jon Ossoff – U.S. Senator

Hank Johnson – U.S. House of Representative

The Veterans and Community Outreach Foundation would like to honor Clarkston and Dekalb County Black American Veterans who served during the segregation years
(From WWI – 1963). We will add more phases and years honoring all Dekalb Veterans as funding and timelines permit.
For us to proceed, we need your assistance. See sample memorial below.

Proposed location: City of Clarkston

Proposed Cost:
Granite 18,000
Bronze Plaque 3,356.43
Flagpole & Lighting – estimate requested.
Administrative cost – 5,000 – 6,000





Contact:
Veterans and Community Outreach Foundation
Victor Lamar Johnson (US Army)

For more information
Email: vcofga@gmail.com
Phone or text: 770-256-6450

Eric Hubbard
Hank Johnson Office
678-492-4804

Segun – Georgia State Representative
470-273-8079

CITY OF CLARKSTON
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CITY OF CLARKSTON

ITEM NO: 6E

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Review/Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: To discuss a resolution awarding a contract to the most responsive and responsible bidder IKON Filmworks, for the public meeting video recording & related services in the amount of $38,400.00 to be funded out American Rescue Plan Act (ARPA) funding, effective 10/2/2024.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages:

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

PURPOSE: To discuss a resolution awarding a contract to the most responsive and responsible bidder, IKON Filmworks, for the public meeting video recording & related services in the amount of $38,400 to be funded out of American Rescue Plan Act (ARPA) funding.

NEED/ IMPACT: The City has the need for audio visual services for council work sessions and regular council meetings. Having a professional audio-visual company capture and broadcast all council work sessions, council meetings, and Special Called meetings and any other meetings as requested is beneficial to the City of Clarkston because the company is preserving public meeting information. The solicitation was opened on August 8, 2024, and closed on September 4, 2024. A mandatory pre-bid meeting was scheduled for Thursday, August 22, 2024, where multiple vendors attended.

We received seven bids in response to the solicitation. One bidder was disqualified as they did not attend the mandatory pre-bid meeting. After a thorough review, by an evaluation committee composed of three staff members of the remaining bidders, it was determined that IKON Filmworks was the most responsive and most responsible bidder at a cost of $38,400.

The sign in sheet from the Pre-Bid Meeting, Bid Open Tabulation Form, and Contract are attached.

RECOMMENDATION: Staff recommend vendor IKON Filmworks for approval as the most responsive and responsible Offeror. The award amount of $38,400.00 for this project should be paid from the American Rescue Act Plan (ARPA) funding.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDING A CONTRACT TO IKON FILMWORKS FOR PUBLIC MEETING VIDEO RECORDING AND RELATED SERVICES.

* * * * *

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

Section 1. That the City Council award a contract to IKON Filmworks for public meeting video recording and related services in the amount of $38,400, to be funded out of the American Rescue Act Plan (ARPA) Fund, effective October 2, 2024. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A

STATE OF GEORGIA
COUNTY OF DEKALB

CONTRACT TO PROVIDE PUBLIC MEETING VIDEO SERVICE(s)

This Construction Contract ("Agreement") made and entered into this ____day of _____, 20____, for the **Public Meeting Video Recording Service(s)** ("A/V Services") between the **City of Clarkston** ("City"), and **IKON Filmworks, LLC**, ("Contractor").

WITNESSETH:

WHEREAS, the City issued bid solicitation RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424 ("RFP") seeking proposals from qualified firms to provide public meeting video recording & related services during all council work sessions, council meetings, and special called meetings and any other meetings as requested (the "Work").

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

WHEREAS, the Mayor and City Council awarded the bid to the Contractor on October 1, 2024; and

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

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

1. **SERVICES:** Contractor agrees to perform the Work required, implied, or reasonably inferable from this Agreement. The term "Work" shall mean the services described in the scope of work attached hereto and incorporated herein as Exhibit A. The Work includes, but is not limited to, furnishing the labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage and power as required by this Agreement. If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. This Agreement hereby incorporates the RFP and Contractor's response thereto. In the event of any conflict between the terms of the RFP, or Contractor's Response to the RFP, and this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION:** In consideration for the Work, City shall pay to Contractor a fee not to exceed the cost described in Contractor's bid proposal, which is attached hereto as Exhibit B and incorporated by reference herein. Contractor shall invoice City on a monthly

basis for services rendered during the prior month, with approved invoices to be paid Net 30. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

The maximum compensation to be paid to Contractor during the initial term of this agreement is Thirty-Eight Thousand Four Hundred Dollars and zero cents ($38,400.00) annually. The City and Contractor agree that such compensation is inclusive of all fees, expenses, accommodations, and any cost whatsoever incurred by any group members individually or collectively, and no other fees or expenses of any kind shall be paid to the Contractor.

3. **TERM:** This Agreement shall commence on the date set forth on page one and shall continue until October 8, 2025. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties.

   No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in the Contractor any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. **PHOTOGRAPH/VIDEO OWNERSHIP**: The City will own all photographs and videos created by Contractor pursuant to this Agreement. Contractor grants the City the right and permission to use photographs and/or video recordings made by the Contractor on City and other websites, social media platforms, in publications, promotional flyers, educational materials, derivative works, or for any similar purpose without additional compensation to Contractor. The Contractor waives the right to approve the final product and agrees that all such photographs and/or video recordings and reproductions thereof shall remain the property of the City.

5. **RELATIONSHIP OF THE PARTIES**

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

   b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation

insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Work for the City.

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

7. **TERMINATION FOR DEFAULT:**

a. The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

b. In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

c. Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood,

epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

d. If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

e. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

10. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including

reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. To the fullest extent per law, Contractor, its sureties, and its insurers waive any right of subrogation against the City Indemnitees. These obligations shall survive termination.

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

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

    a. Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

    b. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Work required by this Agreement.

    c. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided by Contractor hereunder or which in any manner affect this Agreement.

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

14. **CHANGE ORDERS:** The City reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and

agrees to make corresponding adjustments in the contract price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by the City and Contractor, which shall be incorporated by reference herein.

15. **OTHER CONTRACTORS:** The City reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the property as necessary to perform their contracts.

16. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit D, attached hereto and incorporated herein.

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

18. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, employees or agents or the Contractor 's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor's team members shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's team members, employees or agents or the Contractor 's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Performer(s) and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability

Insurance covering accidents to their employees. The Performer(s) and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Performer(s) and any subcontractor on account of accidents arising out of the operations of the Performer(s) or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Performer(s) shall furnish to the City certificates from d's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.

19. CONFLICTS OF INTEREST: Contractor warrants and represents that:

a. The Work to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of the Work hereunder.

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

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

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

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

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

If to the City:

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

With copies to:

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

If to the Contractor:

IKON Filmworks, LLC
4496 Bellwood Cir
College Park, GA 30349

25. **NON-WAIVER:** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

26. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

27. **INTERPRETATION:** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of

law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

28. **AMENDMENTS:** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

29. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

30. **ENTIRE AGREEMENT:** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

31. **CAPTIONS:** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

32. **CALCULATION OF TIME PERIODS:** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

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

SO AGREED, effective upon the date first set forth above:

CITY OF CLARKSTON		CONTRACTOR
City of Clarkston 1055 Rowland Street Clarkston, GA 30021		IKON Filmworks, LLC 4496 Bellwood Cir College Park, GA 30349
Beverly H. Burks, Mayor	Name & Title	
	BY (sign)	
	Date	
	Contractors License No.	

Approved as to form: Stephen Quinn, City Attorney

EXHIBIT A
SCOPE of WORK

The purpose of this Request for Proposal (RFP) is to identify and select a vendor to provide video production services for designated City of Clarkston council and work session meetings, beginning October 1, 2024.

The City is requesting the awardee provide the personnel and equipment needed to complete the video production services. The selected video services provider will be responsible for streaming and/or recording for various social media platforms (e.g., TikTok, Twitter, LinkedIn, Instagram, YouTube, Facebook) and our City's website.

SPECIFICATIONS & REQUIREMENTS

A. Bid prices shall be inclusive of all costs related to the provision of video production services (staff, vehicles, set up, tear down, equipment, etc.).
B. The Contractor shall exhibit proper decorum and act in a professional manner during all times of service to the City of Clarkston.
C. The Contractor may not smoke or drink alcoholic beverages while providing services to the City that are outlined in this RFP.
D. The Contractor and/or team shall be dress appropriately, without any rips and/or any tears in clothing at each meeting.
E. The Contractor for services, if awarded, shall be for a period to be determined any and all financial obligations of the City under the proposed contract are conditional as they relate to a yearly appropriation.
F. The City Clerk's office will be the Contractor's main contact (i.e. City Clerk), communication may be point with multiple City staff members depending on the meeting(s).
G. The successful Offeror shall not employ any subcontractor to fulfill any of the duties herein specified (including for planned or unplanned vacation or sick time) without express, prior written approval of the City.
H. It shall be the Offeror's responsibility to have the proper equipment necessary for these services. Submit a complete list of equipment with the bid submittal. This equipment will need to interface with the meeting venues' existing equipment and setup.
I. The Contractor must be able to operate and support all video and audio recording equipment.
J. The Contractor may be required to communicate and coordinate repairs and network changes with the City's information technology vendors.
K. The Contractor shall meet any and all established deadlines for projects.
L. The Contractor shall provide creative and professional guidance to ensure a high-quality product is produced during each shoot.

MEETING SCHEDULE

Work session meetings of the City Council shall be held on the last Tuesday of each month, beginning at 7:00 pm (EST) and the regular monthly meetings of the City Council shall be held on the first Tuesday of each month, beginning at 7:00 pm (EST) at Clarkston City Hall and/or

other locations. In addition, the awardee shall be ready to provide services for the entirety of all/any Special Called City Council Meeting at Clarkston City Hall and/or other locations. However, meeting dates, times, and location(s) are subject to change.

Meetings typically run from one to two hours; however, the length can vary. Setup and take-down time would be in addition to the actual meeting run times. Services will be utilized for these (approved) and all and any Special Called City Council Meeting scheduled meetings. City of Clarkston meetings may be canceled or rescheduled by the council and reconvened as may be useful and appropriate under the circumstances presented.

VIDEO EQUIPMENT LIST

Submit a compare tote list of equipment to be provided and utilized for video production services for the meetings to be held at Clarkston City Hall and other locations requested.

This should include the following:

A. Up to thirteen (13) microphones for each meeting to be utilized by the mayor, council members, city manager, city attorney, plus microphone for audience/public comments, on an as needed basis.
B. Camera(s) to capture entire board/committee meeting (no editing or changing camera angles, to preserve transparency; recording should capture meeting as audience/viewer would see the meeting).
C. Capability for member(s) and public to join the meeting by a virtual platform (i.e. Zoom, Teams, Cisco) and be included in video/audio recording.
D. Capability to livestream the meetings.
E. Audio system to amplify microphones and to capture audio recording of proceedings.
F. Recording equipment to produce downloadable/up loadable video/audio files (MP4 format or similar for uploading).

ADDITIONAL INFORMATION

A. Bid prices shall be firm for the designated period for video production services.
B. The Offeror must demonstrate that they have the skill, capacity, and ability to provide full video production services, including but not limited to providing necessary audio and video equipment for the meeting venue(s), video recording, and providing appropriate staff to cover all meetings.
C. The Offeror must provide brief description of personnel qualifications.
D. The Offeror's references must include other municipalities these services past and currently provided.
E. The Offeror must provide a brief description of experience performing these services.
F. The Offeror must provide the necessary services to format the videos for uploading to YouTube and other social media or online channels as applicable.
G. The Offeror agrees that all videos, images, and data become the property of the City.
H. The City shall not be liable for any costs incurred by bidders in responding to this RFP, preparing, or completing the proposal package, or for the performance evaluation, if

required, and shall in no way assume any other liability of bidders in responding to this RFP.

I. This is a readvertisement of bid solicitation RFP – PUBLIC MEETING VIDEO RECORDING & RELATED SERVICES – 073024 that was canceled August 6, 2024.

ADDENDUMS

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 1)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 2)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 3)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 4)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 5)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 6)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 7)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 8)

EXHIBIT B
CONTRACTOR'S COST PROPOSAL
(ATTACHED)

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

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

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

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

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

CITY OF CLARKSTON
where possibilities grow

PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: VueRz, LLC
Contact: Rolando Nooks
Contact Phone: 404-401-3377
Email Address: info@vuerz.com

Company Name: SD Production Group
Contact: Steve Darrell
Contact Phone: 678-951-5702
Email Address: steve@sdproductiongroup.com

Company Name: Fueled by Dopeness
Contact: Jerrod Copeland
Contact Phone: 704-737-3537
Email Address: Jay@fxdopeness.com

CITY OF CLARKSTON
where possibilities grow

PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Pro Video Talent
Contact: Donna Davis Ballard
Contact Phone: 678 939 7894
Email Address: Donna@ProVideoTalent.com

Company Name: Ikon Filmworks
Contact: James Hammond
Contact Phone: 404.939.4670
Email Address: Jhammond@ikonfilmworks.com

Company Name: Healthy Healed and Whole LLC
Contact: Amanda Tate
Contact Phone: 678.307.9515
Email Address: hhw.clientservice@gmail.com

CITY OF CLARKSTON
where possibilities grow

PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Omnific Media & Production
Contact: K'Donya Smith-Brown
Contact Phone: 470-651-6638
Email Address: Kdonya.smithbrown@omnificmediapro.com

Company Name: TPHILMS
Contact: Terrell Pinckney
Contact Phone: 704 819 6010
Email Address: Terrell@Tphilms.net

Company Name: Envision Gold Media
Contact: Amiya Johnson
Contact Phone: 404-919-9754
Email Address: amiya@envisiongoldmedia.com

CITY OF CLARKSTON
where possibilities grow

PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Event Production Services
Contact: Scott Whitfield
Contact Phone: 770-330-3647
Email Address: scott@eventproductionservices.group

Company Name: Dream Factory
Contact: Art Jones
Contact Phone: 404-334-0577
Email Address: art@dreamfactorymc.com

Company Name:
Contact:
Contact Phone:
Email Address:

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
Bid Solicitation Evaluations

Offeror	Prior AV services with government agencies	Organization, size, and structure of Offeror's firm	Firm's Qualifications and Experience	Proposed Approach and Methodology	Cost Proposal	References and Past Performance	**Total Score**	Ranked
Ikon Filmworks	28	10	63	22	37	8	**168**	**1**
SD Production Group	20	10	38	20	27	10	**125**	3
VUERZ	0	13	30	20	14	2	**79**	4
Omnific Media and Production	6	15	42	45	25	12	**145**	2
Healthy Healed & Whole	0	10	25	15	19	1	**70**	6
Pro Video Talent	13	10	13	15	12	13	**76**	5

Evaluation Score per Offeror

Offeror: Ikon Filmworks							
Evaluator - JT	8	0	18	0	10	8	44
Evaluator - LT	10	0	20	0	12	0	42
Evaluator - MD	10	10	25	22	15	0	82

Offeror: SD Production Group							
Evaluator - JT	3	0	3	0	4	0	10
Evaluator - LT	7	0	15	0	8	0	30
Evaluator - MD	10	10	20	20	15	10	85

Offeror: VUERZ							
Evaluator - JT	0	0	0	0	2	2	4
Evaluator - LT	0	8	15	0	0	0	23
Evaluator - MD	0	5	15	20	12	0	52

Offeror: Omnific Media and Production							
Evaluator - JT	0	0	5	5	2	2	14
Evaluator - LT	1	5	15	20	8	0	49
Evaluator - MD	5	10	22	20	15	10	82

Offeror: Healthy Healed & Whole							
Evaluator - JT	0	0	0	0	2	1	3
Evaluator - LT	0	0	10	0	7	0	17
Evaluator - MD	0	10	15	15	10	0	50

Offeror: Pro Video Talent							
Evaluator - JT	3	0	3	0	2	3	11
Evaluator - LT	5	0	5	0	5	0	15
Evaluator - MD	5	10	5	15	5	10	50

ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424

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

No pre-proposal meeting will be conducted.

Proposals will be received no later than Wednesday, September 4, 2024, at 9:30 am (EST). Proposals received after the above date and time or in any other location will not be considered.

Proposals shall be submitted through Bidnet Direct's Georgia Purchasing Group.

Timeline

Question, Answer and Clarification Deadline	Aug. 27, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	Aug. 30, 2024	4:00 pm (EST)
BidNet Direct Received Proposals Opened	Sept. 4, 2024	9:45 am (EST)

The City of Clarkston encourages all interested to do business with the City to register online: www.bidnetdirect.com/georgia/cityofclarkston.

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation.

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

Contracts are awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

In-person, fax, emailed or late proposals will not accepted.

BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston ("City") is seeking proposals from qualified firms to provide public meeting video recording & related services. Service includes, but is not limited to, a company that can film and finalize content, including, but is not limited to, live stream video and recording of the City's Mayor and Council workshops, meetings, and special meetings.

The awardee may, on occasion, be requested to provide video production services for other events not listed below.

SCOPE of WORK

The purpose of this Request for Proposal (RFP) is to identify and select a vendor to provide video production services for designated City of Clarkston council and work session meetings, beginning October 1, 2024.

The City is requesting the awardee provide the personnel and equipment needed to complete the video production services. The selected video services provider will be responsible for streaming and/or recording for various social media platforms (e.g., TikTok, Twitter, LinkedIn, Instagram, YouTube, Facebook) and our City's website.

SPECIFICATIONS & REQUIREMENTS

A. Bid prices shall be inclusive of all costs related to the provision of video production services (staff, vehicles, set up, tear down, equipment, etc.).
B. The Contractor shall exhibit proper decorum and act in a professional manner during all times of service to the City of Clarkston.
C. The Contractor may not smoke or drink alcoholic beverages while providing services to the City that are outlined in this RFP.
D. The Contractor and/or team shall be dress appropriately, without any rips and/or any tears in clothing at each meeting.
E. The Contractor for services, if awarded, shall be for a period to be determined any and all financial obligations of the City under the proposed contract are conditional as they relate to a yearly appropriation.
F. The City Clerk's office will be the Contractor's main contact (i.e. City Clerk), communication may be point with multiple City staff members depending on the meeting(s).
G. The successful Offeror shall not employ any subcontractor to fulfill any of the duties herein specified (including for planned or unplanned vacation or sick time) without express, prior written approval of the City.

H. It shall be the Offeror's responsibility to have the proper equipment necessary for these services. Submit a complete list of equipment with the bid submittal. This equipment will need to interface with the meeting venues' existing equipment and setup.
I. The Contractor must be able to operate and support all video and audio recording equipment.
J. The Contractor may be required to communicate and coordinate repairs and network changes with the City's information technology vendors.
K. The Contractor shall meet any and all established deadlines for projects.
L. The Contractor shall provide creative and professional guidance to ensure a high-quality product is produced during each shoot.

MEETING SCHEDULE

Work session meetings of the City Council shall be held on the last Tuesday of each month, beginning at 7:00 pm (EST) and the regular monthly meetings of the City Council shall be held on the first Tuesday of each month, beginning at 7:00 pm (EST) at Clarkston City Hall and/or other locations. In addition, the awardee shall be ready to provide services for the entirety of all/any Special Called City Council Meeting at Clarkston City Hall and/or other locations. However, meeting dates, times, and location(s) are subject to change.

Meetings typically run from one to two hours; however, the length can vary. Setup and take-down time would be in addition to the actual meeting run times. Services will be utilized for these (approved) and all and any Special Called City Council Meeting scheduled meetings. City of Clarkston meetings may be canceled or rescheduled by the council and reconvened as may be useful and appropriate under the circumstances presented.

VIDEO EQUIPMENT LIST

Submit a compare tote list of equipment to be provided and utilized for video production services for the meetings to be held at Clarkston City Hall and other locations requested.

This should include the following:

A. Up to thirteen (13) microphones for each meeting to be utilized by the mayor, council members, city manager, city attorney, plus microphone for audience/public comments, on an as needed basis.
B. Camera(s) to capture entire board/committee meeting (no editing or changing camera angles, to preserve transparency; recording should capture meeting as audience/viewer would see the meeting).
C. Capability for member(s) and public to join the meeting by a virtual platform (i.e. Zoom, Teams, Cisco) and be included in video/audio recording.
D. Capability to livestream the meetings.
E. Audio system to amplify microphones and to capture audio recording of proceedings.
F. Recording equipment to produce downloadable/up loadable video/audio files (MP4 format or similar for uploading).

ADDITIONAL INFORMATION

A. Bid prices shall be firm for the designated period for video production services.
B. The Offeror must demonstrate that they have the skill, capacity, and ability to provide full video production services, including but not limited to providing necessary audio and video equipment for the meeting venue(s), video recording, and providing appropriate staff to cover all meetings.
C. The Offeror must provide brief description of personnel qualifications.
D. The Offeror's references must include other municipalities these services past and currently provided.
E. The Offeror must provide a brief description of experience performing these services.
F. The Offeror must provide the necessary services to format the videos for uploading to YouTube and other social media or online channels as applicable.
G. The Offeror agrees that all videos, images, and data become the property of the City.
H. The City shall not be liable for any costs incurred by bidders in responding to this RFP, preparing, or completing the proposal package, or for the performance evaluation, if required, and shall in no way assume any other liability of bidders in responding to this RFP.
I. This is a readvertisement of bid solicitation RFP – PUBLIC MEETING VIDEO RECORDING & RELATED SERVICES – 073024 that was canceled August 6, 2024.

ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424

ADDENDUM No. 4

OWNER'S BID PROPOSAL FORM

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

PROJECT: Public Meeting Video Recording Services

DATE: August 13, 2024

BID #090424 is hereby revised as instructed throughout attached ADDENDUM No. 4.

This Addendum forms a part of the contract documents and modifies the original bid documents. The following items shall take precedence over the originally published bid documents for the above-named project and shall become a part of the contract documents.

Mandatory On-site Visit, scheduled for 10:00 am, on August 22, 2024, at the Municipal Court of Clarkston | 3921 Church Street | Clarkston, GA | 30021.

CITY OF CLARKSTON

ITEM NO: 6F

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: Review/Discuss a resolution to repeal the City's non-detainer policy and to require the Clarkston Police Department to cooperate with Federal authorities pursuant to O.C.G.A. §35-1-17.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO:
Stephen Quinn, City Attorney
PHONE NUMBER: 404-292-9465

PURPOSE: Review/Discuss a resolution to repeal the City's non-detainer policy and to require the Clarkston Police Department to cooperate with Federal authorities pursuant to O.C.G.A. §35-1-17.

NEED/ IMPACT: The 2024 Georgia General Assembly adopted HB 1105, which has been signed into law, and has amended O.C.G.A. § 35-1-17 to requires all Georgia cities to cooperate with ICE and enforce detainer requests.

RECOMMENDATION: The City Council repeal the resolution dated May 2, 2017, adopting a "non-detainer policy"; the Clarkston Police Department cooperate with federal authorities pursuant to O.C.G.A. § 35-1-17; and annually seek a memorandum of understanding with ICE and, if ICE responds accordingly, enter into a memorandum of understanding with ICE pursuant to O.C.G.A. § 35-1-17.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CLARKSTON TO REPEAL ITS NON-DETAINER POLICY AND TO REQUIRE THE CLARKSTON POLICE DEPARTMENT TO COOPERATE WITH FEDERAL AUTHORITIES PURSUANT TO O.C.G.A.§ 35-1-17.

WHEREAS, the U.S. Immigration and Customs Enforcement ("ICE") issues "detainer requests" (sometimes also referred to as "administrative warrants") to local law enforcement agencies pursuant to 8 C.F.R. 287.7; and

WHEREAS, ICE detainer requests ask local law enforcement to hold a person believed by ICE to be in the U.S. illegally; and

WHEREAS, ICE detainer requests are not judicial warrants and, under the Tenth Amendment to the United States Constitution, the federal government cannot force state or local governments to honor such requests; and

WHEREAS, the City Council therefore previously adopted a "non-detainer policy" by resolution dated May 2, 2017; and

WHEREAS, the 2024 Georgia General Assembly adopted HB 1105, which has been signed into law, and has amended O.C.G.A. § 35-1-17 to requires all Georgia cities to cooperate with ICE and enforce detainer requests.

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

1) The resolution dated May 2, 2017 adopting a "non-detainer policy" is hereby repealed.

2) The Clarkston Police Department shall cooperate with federal authorities pursuant to O.C.G.A. § 35-1-17.

3) The Clarkston Police Department shall annually seek a memorandum of understanding with ICE (as has been done by means of the letter from Chief Hudson attached hereto as Exhibit A) and, if ICE responds accordingly, enter into a memorandum of understanding with ICE pursuant to O.C.G.A. § 35-1-17.

SO RESOLVED, this _____ day of _____, 2024.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

_____
BEVERLY H. BURKS, Mayor

ATTEST:

_____
Tomika Mitchell, City Clerk

Approved as to Form:

Stephen Quinn
_____
Stephen G. Quinn, City Attorney

City of Clarkston Police Department
3921 Church Street
Clarkston, GA 30021
PHONE (404) 292-9465 FAX (404) 298-1522

September 18, 2024

Daniel A. Bible
Executive Associate Director
U.S. Immigration and Customs Enforcement
Enforcement and Removal Operations
500 12th Street SW
Washington, D.C. 20024

RE: City of Clarkston, Georgia's Request for Information Related to 287(g) Partnership Opportunities

Dear Associate Director Bible:

Pursuant to Code Section 35-1-17(b)(2) and Code Section 50-36-4(b) of the Official Code of Georgia Annotated, I am formally requesting information related to 287(g) partnership opportunities.

Sincerely,

Chief Christine Hudson
Clarkston Police Department

CITY OF CLARKSTON

ITEM NO: 6G

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: Review/Discuss a resolution to designate Adleasia Cameron as the "City Planner".

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss a resolution to designate Adleasia Cameron as the "City Planner".

NEED/ IMPACT: Pursuant to City Code Section 15-10, the City Council designates a qualified individual with expertise in the areas of zoning, land use, and planning as the "City Planner" by resolution

RECOMMENDATION: Staff recommends the City Council designate Adleasia Cameron as the "City Planner".

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO DESIGNATE ADLEASIA J. CAMERON AS CITY PLANNER.

WHEREAS, pursuant to City Code Section 15-10, the City Council designates a qualified individual with expertise in the areas of zoning, land use, and planning as the "City Planner" by resolution; and

WHEREAS, the City Council hereby finds that the City's current Planning & Economic Development Director, Adleasia J. Cameron, MPA, CPM, is an individual with the required expertise to serve as City Planner and desires to designate Ms. Cameron to serve in this capacity.

NOW THEREFORE, BE IT RESOLVED that the City of Clarkston City Council does hereby designate Adleasia J. Cameron as City Planner, with such designation to be effective immediately and to remain in effect until subsequent action by the City Council to designate a different individual as City Planner.

SO RESOLVED this _____ day of _____, 2024

CLARKSTON CITY COUNCIL

_____
Mayor Beverly H. Burks

ATTEST:

_____
Tomika R. Mitchell, City Clerk

CITY OF CLARKSTON
where possibilities grow

CITY OF CLARKSTON

ITEM NO: 6H

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Review/Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: To discuss a resolution awarding a contract to AT&T for Internet and Phone services in the amount of $46,740.00 per year to be funded out of American Rescue Plan Act (ARPA), for one year and General, for four years, funding with an effective date on or after November 18, 2024, for a total period of five (5) years. There is also a one-time fee of $5,152 for the Network and Office@Hand set up.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages:

INFORMATION CONTACT: Dan Defnall
Finance Director
PHONE NUMBER: 470-952-1824

PURPOSE: To discuss a resolution awarding a contract to AT&T for internet and phone services in the amount of $46,740 per year to be funded out of American Rescue Plan Act (ARPA), for one year, and General, for four years, funding for a total period of five (5) years. There is also a one-time fee of $5,152 for the Network and Office@Hand set up.

NEED/ IMPACT: The City has the need for new and improved internet connectivity and phone services. We are currently experiencing frequent outages with the current internet service provider, which results in a large amount of downtime for staff. This affects the staff's ability to be responsive to residents, business owners, council and the general public.

This is a comprehensive solution tailored for the City, all conveniently billed through AT&T invoicing, by addressing our needs as follows:

Network: The locations at 3620 Montreal Creek Ct, 1055 Rowland Street, 3867 Norman Road, and 3913 Church Street will be interconnected using leased fiber known as ASEoD (AT&T Switched Ethernet on Demand). The head end at 736 Park North Blvd will provide internet connection for all buildings in this design. In the event of an outage, each building will have the capability to offload internet independently, ensuring redundancy across the sites.

Managed Equipment: Fatpipe will supply the equipment at each site to manage connectivity, establish firewall requirements, and network all sites together. This managed service will streamline the ticketing process for reporting any potential outages or requested changes in the future.

Promotional Credits: This order qualifies for two promotional offers. First, each site will receive a $1,000 credit by the third month, totaling $6,000, which will be credited on your internet invoice. Second, the Fatpipe onsite installation and configuration fee, valued at $5,000, will be waived immediately.

Office@Hand: Office@Hand will serve as the City's cloud-based phone solution, enabling quick implementation of office phones on a secure platform. Provided by AT&T, the phones and service are

designed to integrate seamlessly with the aforementioned network design. Please note that these devices need to be connected via Ethernet cable to establish a dial tone. This service is also eligible for promotions:

- **Offer 1:** Receive a $70 credit per phone, applied during the 3rd-5th billing cycles, totaling $1,330.
- **Offer 2:** Enjoy three months of free service, with the credit applied on the 4th bill, totaling $1,167.

AT&T Phone for Business Advanced: Will be utilized for your pool location. This service will connect separately from our main network over a 5G signal. This ensures that a call can be made at anytime or emergency event. The equipment utilized for this service is called the VAB-1 and has a battery built in for power outage scenarios.

RECOMMENDATION: Staff recommend vendor AT&T for approval to enter into a contract in the amount of $46,740.00 for this project and should be paid from the American Rescue Act Plan (ARPA), for one year, and General, for four years, funding for a total period of five (5) years as well as the $5152 one time fee for the Network and Office@Hand set up.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING AN AGREEMENT BETWEEN THE CITY OF CLARKSTON AND AT&T FOR INTERNET AND PHONE SERVICES.

* * * * *

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

Section 1. That the City Council approves an agreement between the City of Clarkston and AT&T for internet and phone services in the amount of $46,740 annually, plus a one-time fee of $5,152 to be funded out of ARPA Funds for one year and the General Fund for four years, effective on or before November 18, 2024. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

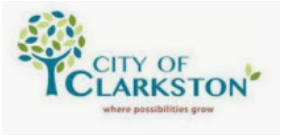
PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A



AT&T Business

AT&T Business Account Executive
Peter Rabadi
Phone: 224.200.6601
Email: pr958b@att.com

TrendCo: National Sales Director
Danielle Williamson
Phone: 954.584.2514
Email: dw7819@outlook.com

Date:	Expires:
9/5/2024	10/5/2024

Network	Monthly Cost	One-Time Cost	QTY	Term	Total
150MB DIA for Municipality 736 Park North Blvd	$ 720.00	$ 150.00	1	36	$ 720.00
100Mb ASEoD 736 Park North Blvd (Headend)	$ 440.02	$ 150.00	1	60	$ 440.02
50Mb ASEoD 3620 Montreal Creek Ct	$ 415.02	$ 150.00	1	60	$ 415.02
10Mb ASEoD 1055 Rowland Street	$ 320.00	$ 150.00	1	60	$ 320.00
10Mb ASEoD 3867 Norman Road	$ 320.00	$ 150.00	1	60	$ 320.00
10Mb ASEoD 3913 Church Street	$ 320.00	$ 150.00	1	60	$ 320.00
FatPipe Equipment and Management	$ 835.00	Install and Configuration Waived		60	$ 835.00
			RATE PLAN TOTAL:		**$ 3,370.04**
Promotional Offer Available- See Design Details Below			**ONE-TIME COST:**		**$ 900.00**

AT&T Office@Hand	Monthly Cost	One-Time Cost	Qty	Term	Total
AT&T Office@Hand Seat	$ 20.51	$ -	19	36	$ 389.69
Polytrio 8300 Conference	$ -	$ 548.00	3	36	$ -
Yealink T43U	$ -	$ 163.00	16	36	$ -
			RATE PLAN TOTAL:		**$ 389.69**
Promotional Offer Available- See Design Details Below			**ONE-TIME COST:**		**$ 4,252.00**

AT&T Phone for Business Advanced	Monthly Cost	One-Time Cost	Qty	Term	Total
Milam Park Pool Dedicated Phone Line	$ 60.00	$ -	1	36	$ 60.00
AT&T Wireless Broadband (AWB)	$ 75.00	$ -	1	36	$ 75.00
			RATE PLAN TOTAL:		**$ 135.00**

Design Details

Network- Offer 1: For each site in this design you will receive a $1000 account credit by month 3. Total $6000. Stackable with offer 2.
Network- Offer 2: FatPipe onsite installation and configuration waived. Total value $5000

Office@Hand Offer 1: Receive $70 credit against each phone. Credit impacts on the 3rd bill cycle. Total Credit $1330.00 Stackable with offer below.
Office@Hand Offer 2: 3 months free of service. Credit applies on 4th bill. Total $1167

One-Time Cost After Promotional Credit	**$**	**(3,345.00)**
Monthly Recurring Charges	**$**	**3,894.73**

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID SDNPPARUMS

AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Please sign by 09/11/2024

Customer	**AT&T**
CITY-CLARKSTON GA GOVERNMENT Street Address: 1055 ROWLAND ST City:CLARKSTON State/Province:GA Zip Code: 30021-2626 Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: TAMMI SADLER JONES Title: Manager Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: USA Telephone: (404) 292-9465 Email: kldixon@cityofclarkston.com	Name: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: : Sales Region: **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U) Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: USA Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 1874338

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

1. SERVICES

Service	Service Publication Location
AT&T Switched Ethernet Service℠	https://cpr.att.com/pdf/commonEthServGuide.html
AT&T Switched Ethernet Service℠ Third-Party Access (3PA)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
AT&T Switched Ethernet Service℠ (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Network on Demand	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
AT&T Inside Wiring	https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf
AT&T Entrance Facility Construction	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
AT&T Managed Switched Ethernet on Demand℠	http://serviceguidenew.att.com/sg_flashPlayerPage/AMSEOD

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.		

3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the "Monthly Recurring Charge" used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer's master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

5. RATES and CHARGES

5.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint

AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

5.1.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

5.1.2 Customer Port Connection MRC

Customer Port Connection		
Port Type	**Customer Port Connection Speed**	**60-month Term MRC**
Basic Port	**100 Mbps**	$189.76
	1 Gbps	$189.76
	10 Gbps	$1074.00
PPCoS Port	**100 Mbps**	$189.75
	1 Gbps	$189.75
	10 Gbps	$1074.00

5.1.2.1. Bandwidth MRC

Bandwidth MRC – 60-month CIR					
	Class of Service (CoS)				
Committed Information Rate (CIR)	**Non Critical High**	**Business Critical Medium**	**Business Critical High**	**Interactive**	**Real Time**
2 Mbps	$130.74	$135.24	$162.29	$191.59	$207.37
4 Mbps	$155.66	$160.23	$187.70	$212.88	$228.90
5 Mbps	$169.30	$177.17	$196.85	$216.54	$232.29
8 Mbps	$185.72	$192.72	$208.49	$222.51	$238.28
10 Mbps	$105.25	$110.25	$135.26	$160.25	$175.26
20 Mbps	$120.24	$130.24	$155.25	$175.26	$190.25
50 Mbps	$215.26	$225.26	$250.26	$275.26	$300.27
100 Mbps	$235.26	$250.26	$275.24	$295.24	$320.25
150 Mbps	$435.84	$457.47	$478.43	$499.05	$535.65
250 Mbps	$435.25	$455.26	$520.25	$580.24	$625.28
400 Mbps	$545.27	$572.78	$637.50	$702.22	$753.99
500 Mbps	$565.26	$595.25	$650.23	$710.24	$760.29
600 Mbps	$669.92	$703.10	$777.36	$829.50	$887.96
1000 Mbps	$565.26	$595.23	$650.26	$710.29	$760.22
2000 Mbps	$236.03	$251.02	$300.97	$351.02	$401.01
2500 Mbps	$792.70	$823.50	$846.05	$868.60	$917.00
4000 Mbps	$942.00	$981.52	$1009.18	$1036.86	$1100.10
5000 Mbps	$655.97	$675.99	$750.95	$800.96	$900.94
7500 Mbps	$1660.97	$1738.34	$1792.49	$1846.65	$1970.44
9500 Mbps	$2195.53	$2301.03	$2374.88	$2448.74	$2617.53
10000 Mbps	$1575.89	$1626.11	$1775.96	$1876.04	$2026.10

AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

5.1.2.2. Bandwidth MRC for 100 Mbps

Bandwidth MRC - 60-month CIR (for 100 Mbps Customer Port Connections)				
	Per Packet Class of Service (PPCoS)			
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
2 Mbps	$130.73	$135.24	$191.59	$207.37
4 Mbps	$155.65	$160.23	$212.88	$228.90
5 Mbps	$169.29	$177.17	$216.54	$232.28
8 Mbps	$185.71	$192.72	$222.50	$238.27
10 Mbps	$195.24	$204.69	$267.67	$286.56
20 Mbps	$220.50	$230.76	$282.04	$302.55
50 Mbps	$258.82	$270.70	$323.52	$348.61
100 Mbps	$307.00	$323.16	$377.02	$403.95

5.1.2.3. Bandwidth MRC for 1 Gbps

Bandwidth MRC - 60-month CIR (for 1 Gbps Customer Port Connections)				
	Per Packet Class of Service (PPCoS)			
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
2 Mbps	$130.73	$135.24	$191.59	$207.37
4 Mbps	$155.65	$160.23	$212.88	$228.90
5 Mbps	$169.29	$177.17	$216.54	$232.28
8 Mbps	$185.71	$192.72	$222.50	$238.27
10 Mbps	$195.24	$204.69	$267.67	$286.56
20 Mbps	$220.50	$230.76	$282.04	$302.55
50 Mbps	$258.82	$270.70	$323.52	$348.61
100 Mbps	$307.00	$323.16	$377.02	$403.95
150 Mbps	$435.84	$457.46	$499.05	$535.65
250 Mbps	$493.65	$518.33	$649.97	$697.69
400 Mbps	$545.27	$572.77	$702.21	$753.99
500 Mbps	$579.92	$608.76	$736.92	$791.39
600 Mbps	$669.92	$703.10	$829.50	$887.96
1000 Mbps	$769.06	$808.29	$933.85	$1001.34

AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

5.1.2.4. Bandwidth MRC for 10 Gbps

Bandwidth MRC - 60-month CIR (for 10 Gbps Customer Port Connections)				
	Per Packet Class of Service (PPCoS)			
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
1000 Mbps	$769.06	$808.29	$933.85	$1001.34
2000 Mbps	$592.74	$613.88	$643.84	$675.55
2500 Mbps	$792.70	$823.50	$868.60	$917.00
4000 Mbps	$942.00	$981.52	$1036.86	$1100.10
5000 Mbps	$1105.63	$1153.77	$1221.16	$1298.18
7500 Mbps	$1660.97	$1738.34	$1846.65	$1970.44
9500 Mbps	$2195.53	$2301.03	$2448.74	$2617.53
10000 Mbps	$2275.33	$2385.03	$2538.61	$2714.14

5.1.2.5. Feature MRC

Feature	MRC
Enhanced Multicast	$70.00

5.1.3. Non Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

5.2. AT&T SWITCHED ETHERNET℠ SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRC) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third-Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

5.2.1.1. Third-Party Local Switched Access Connection MRC

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps	$231.29	$231.29	$446.27	$270.06	$287.63	$270.06	$270.06
4 Mbps	$244.29	$244.29	$469.17	$293.02	$293.02	$263.64	$263.64
5 Mbps	$273.79	$273.79	$480.80	$304.69	$304.69	$304.69	$480.81
8 Mbps	$316.29	$316.29	$619.65	$319.80	$347.30	$386.46	$386.46

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PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

10 Mbps	$345.29	$345.29	$615.67	$264.70	$343.32	$264.70	$615.67
20 Mbps	$402.29	$402.29	$624.66	$305.98	$386.01	$305.98	$624.66
50 Mbps	$505.96	$505.96	$823.57	$363.10	$502.08	$363.10	$823.57
100 Mbps	$744.67	$744.67	$942.20	$439.62	$594.04	$439.62	$942.20
150 Mbps	$880.00	$880.00	$1267.86	$497.13	$821.43	$616.46	$616.46
250 Mbps	$1021.52	$1021.52	$1228.66	$457.93	$782.22	$687.48	$687.48
400 Mbps	$1124.00	$1124.00	$1372.94	$517.98	$703.30	$589.58	$1488.06
500 Mbps	$1166.66	$1166.66	$1448.86	$550.38	$723.05	$550.38	$1448.86
600 Mbps	$1300.00	$1300.00	$1428.38	$730.65	$730.65	$730.65	$1428.38
1000 Mbps	$1311.00	$1311.00	$1446.59	$611.28	$739.04	$667.44	$1446.59
Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.							

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 8 - 14							
Port Connection Speed	**Price Groups**						
	Price Group 8	**Price Group 9**	**Price Group 10**	**Price Group 11**	**Price Group 12**	**Price Group 13**	**Price Group 14**
2 Mbps	$520.76	$304.69	$446.27	$429.42	$270.06	$642.55	$340.97
4 Mbps	$520.76	$304.69	$469.17	$427.05	$293.02	$642.55	$356.86
5 Mbps	$520.76	$304.69	$483.80	$424.65	$304.69	$642.55	$362.88
8 Mbps	$525.95	$270.68	$619.65	$563.50	$319.80	$770.35	$389.41
10 Mbps	$525.95	$270.68	$621.65	$559.51	$278.74	$770.35	$455.63
20 Mbps	$677.69	$317.95	$636.62	$762.24	$460.41	$898.15	$605.01
50 Mbps	$776.02	$393.01	$853.48	$924.65	$573.68	$1093.40	$927.46
100 Mbps	$1093.80	$499.45	$1002.04	$1071.36	$790.59	$1299.30	$1020.82
150 Mbps	$1243.15	$828.91	$1267.86	$1514.94	$1023.58	$1686.25	$1040.43
250 Mbps	$1433.85	$828.91	$1228.66	$1475.74	$984.38	$1686.25	$1136.00
400 Mbps	$1676.57	$828.91	$1727.39	$1747.78	$1186.23	$1945.40	$1146.92
500 Mbps	$1823.26	$849.54	$1748.02	$1708.57	$1147.02	$1945.40	$1152.64
600 Mbps	$2025.06	$1089.65	$1787.37	$1909.90	$1348.35	$2204.55	$1104.08
1000 Mbps	$2706.06	$1265.78	$2044.93	$1790.54	$1228.99	$2595.05	$1111.06
Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.							

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 15 - 21							
Port Connection Speed	**Price Groups**						
	Price Group 15	**Price Group 16**	**Price Group 17**	**Price Group 18**	**Price Group 19**	**Price Group 20**	**Price Group 21**
2 Mbps	$567.04	$254.09	$304.69	$270.06	$378.25	$270.06	$270.06
4 Mbps	$567.04	$268.37	$304.69	$293.02	$378.25	$293.02	$293.02
5 Mbps	$567.04	$300.78	$304.69	$236.07	$378.25	$304.69	$309.88
8 Mbps	$708.12	$347.47	$452.88	$319.80	$392.36	$319.80	$377.24
10 Mbps	$708.12	$379.33	$452.88	$264.70	$392.36	$336.67	$508.37
20 Mbps	$756.22	$441.96	$743.09	$305.98	$461.71	$396.54	$597.05
50 Mbps	$839.42	$555.84	$1408.18	$363.10	$636.73	$537.93	$878.04
100 Mbps	$957.04	$818.09	$1835.50	$439.62	$766.55	$635.50	$1018.18
150 Mbps	$1276.48	$966.76	$2506.14	$497.13	$818.30	$727.23	$1031.86
250 Mbps	$1276.48	$1122.23	$3881.44	$457.93	$818.30	$718.21	$1067.24
400 Mbps	$1276.48	$1234.82	$3881.44	$589.58	$818.30	$661.17	$1058.60
500 Mbps	$1417.78	$1281.69	$4339.89	$550.38	$818.30	$637.12	$1051.12

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600 Mbps	$1455.65	$1428.17	$6063.51	$730.65	$1162.71	$651.14	$1069.35
1000 Mbps	$1622.07	$1440.25	$6063.51	$667.44	$1162.71	$757.78	$1341.80
Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.							

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 22 - 28							
Port Connection Speed	**Price Groups**						
	Price Group 22	**Price Group 23**	**Price Group 24**	**Price Group 25**	**Price Group 26**	**Price Group 27**	**Price Group 28**
2 Mbps	$270.06	$249.57	$218.40	$218.40	$249.57	$270.06	$249.57
4 Mbps	$293.02	$263.64	$300.30	$300.30	$263.64	$263.64	$294.99
5 Mbps	$304.69	$290.73	$323.70	$323.70	$290.73	$236.07	$343.03
8 Mbps	$319.80	$359.81	$370.50	$370.50	$257.56	$386.46	$386.46
10 Mbps	$313.09	$385.63	$390.00	$390.00	$257.56	$236.07	$389.62
20 Mbps	$379.91	$751.42	$460.20	$460.20	$304.43	$255.15	$537.38
50 Mbps	$470.33	$974.78	$612.30	$612.30	$490.63	$300.24	$615.30
100 Mbps	$558.00	$1578.76	$834.60	$834.60	$633.05	$356.21	$635.91
150 Mbps	$617.07	$3635.69	$975.00	$975.00	$640.01	$616.46	$812.39
250 Mbps	$653.65	$5129.95	$1119.30	$1119.30	$687.48	$687.48	$1015.40
400 Mbps	$643.49	$5129.95	$1271.40	$1271.40	$687.48	$458.97	$1015.40
500 Mbps	$624.49	$5791.87	$1357.20	$1357.20	$703.01	$470.83	$1015.40
600 Mbps	$601.74	$6532.00	$1501.50	$1501.50	$692.33	$466.82	$919.64
1000 Mbps	$577.53	$7206.50	$1817.40	$1817.40	$779.25	$527.00	$919.64
Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.							

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 29 - 30		
Port Connection Speed	**Price Groups**	
	Price Group 29	**Price Group 30**
2 Mbps	$403.00	$756.07
4 Mbps	$437.36	$833.54
5 Mbps	$440.00	$897.87
8 Mbps	$445.00	$1009.83
10 Mbps	$450.00	$1134.86
20 Mbps	$550.00	$1390.09
50 Mbps	$707.08	$1699.89
100 Mbps	$899.73	$2164.20
150 Mbps	$982.06	$2500.00
250 Mbps	$1200.00	$3384.11
400 Mbps	$1369.24	$3600.00
500 Mbps	$1403.09	$4030.63
600 Mbps	$1800.00	$5500.00
1000 Mbps	$1999.00	$5636.21
Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.		

AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

5.2.1.2. Third-Party Local Switched Access Mileage MRC

60-month Term - Third Party Local Switched Access Mileage MRCs Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 1000 Mbps	N/A	$110.05	N/A	$110.05
Applicability of mileage will be determined during address qualification.				

5.2.1.3. Third-Party Local Dedicated Access Connection MRC

60-month Term - Third_Party Local Dedicated Access Connection MRC Price Groups 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps - 50 Mbps	$315.00	$885.00	$885.00	$1200.00	$1650.00	$2050.00	$2450.00
>50 Mbps - 100 Mbps	$420.00	$1320.00	$1320.00	$1500.00	$3000.00	$4000.00	$6550.00
>100 Mbps - 250 Mbps	$420.00	$1320.00	$1320.00	$1500.00	$3000.00	$4000.00	$6550.00
>250 Mbps - 500 Mbps	$478.80	$1800.00	$1800.00	$2750.00	$3500.00	$4600.00	$7000.00
>500 Mbps - 600 Mbps	$630.00	$3098.00	$3098.00	$4500.00	$5650.00	$7200.00	$7800.00
1000 Mbps	$120.70	$3438.00	$1980.90	$5500.00	$6958.33	$9250.00	$9576.44
Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.							

5.2.1.4. Third-Party Local Dedicated Access Mileage MRC

60-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups								
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	$189.85	$6.75	N/A	N/A	$315.95	$29.11	$315.95	$29.11
>50 Mbps - 100 Mbps	$277.97	$9.02	N/A	N/A	$397.60	$36.21	$397.60	$36.21
>100 Mbps - 250 Mbps	$277.97	$11.29	N/A	N/A	$397.60	$51.12	$397.60	$51.12
>250 Mbps - 500 Mbps	$518.66	$16.97	N/A	N/A	$727.75	$94.43	$727.75	$94.43
>500 Mbps - 600 Mbps	$822.61	$24.85	N/A	N/A	$1121.80	$203.06	$1121.80	$203.06
1000 Mbps	$1296.11	$35.00	$202.35	$102.95	$2403.35	$348.61	$2403.35	$348.61
Applicability of mileage will be determined during address qualification. Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location								

AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

60-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups						
Port Connection Speed	Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	N/A	$61.77	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	N/A	$66.74	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	N/A	$69.58	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	N/A	$98.69	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	N/A	$139.87	N/A	N/A	N/A	N/A
1000 Mbps	N/A	$155.49	N/A	N/A	N/A	N/A
Applicability of mileage will be determined during address qualification. Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location						

5.2.1.5. Third-Party Bandwidth MRC

Third-Party Bandwidth MRC — 60-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	$50.42	$51.98	$54.58	$57.17	$59.78
4 Mbps	$52.38	$54.00	$56.70	$59.40	$62.10
5 Mbps	$54.35	$56.03	$58.83	$61.63	$64.43
8 Mbps	$55.66	$57.38	$60.25	$63.11	$65.99
10 Mbps	$58.93	$60.75	$63.79	$66.83	$69.86
20 Mbps	$65.48	$67.50	$70.88	$74.25	$77.63
50 Mbps	$104.76	$108.00	$113.40	$118.80	$124.20
100 Mbps	$157.14	$162.00	$170.10	$178.20	$186.30
150 Mbps	$196.43	$202.50	$212.63	$222.75	$232.88
250 Mbps	$229.16	$236.25	$248.06	$259.88	$271.69
400 Mbps	$294.64	$303.75	$318.94	$334.13	$349.31
500 Mbps	$327.38	$337.50	$354.38	$371.25	$388.13
600 Mbps	$392.85	$405.00	$425.25	$445.50	$465.75
1000 Mbps	$491.06	$506.25	$531.56	$556.88	$582.19

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

AT&T SWITCHED ETHERNET[SM] SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

5.3. AT&T MANAGED SWITCHED ETHERNET ON DEMAND

5.3.1. Monthly Recurring Charges (MRCs)

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

End of Document

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID MIS14745816

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Customer	**AT&T**
CITY-CLARKSTON GA GOVERNMENT Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: US	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: TAMMI SADLER JONES Title: Manager Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: US Telephone: 6784099683 Email: kldixon@cityofclarkston.com	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☒	
Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U) Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: US Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 1874139

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID MIS14745816

AT&T DEDICATED INTERNET
PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI) - ADI Express	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Wi-Fi Services - AT&T Business Wi-Fi (ABW)	http://serviceguidenew.att.com/sg_flashPlayerPage/AWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. ADDITIONAL TERMS AND CONDITIONS FOR AT&T BUSINESS WI-FI WITH CISCO MERAKI

4.1. Service Interference

In no event is AT&T responsible for interference or service degradation caused by or to third-party Wi-Fi services at the Sites.

4.2. Disclaimer of Warranty

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI IS PROVIDED ON AN "AS-IS" BASIS, AND AT&T SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, AND SERVICE OR PERFORMANCE GUARANTEES OR LEVELS, EXPRESS OR IMPLIED, REGARDING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, THE ACCURACY OF ANY CONTENT PROVIDED BY AT&T FOR DISPLAY IN CONNECTION WITH THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, OR THE RESULTS OBTAINED FROM ANY WEBSITE ACCESSED USING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI WILL PROVIDE ACCESS TO THE INTERNET WITHOUT INTERRUPTION.

4.3. Indemnification

AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE SERVICES, SOFTWARE, OR EQUIPMENT PURCHASED OR FURNISHED PURSUANT TO THIS PRICING SCHEDULE.

4.4. Sites and Equipment

Customer has provided a preliminary Site list and AT&T has projected the Equipment that will be used. AT&T may modify this preliminary list based on the results of the AT&T Site Survey, Service Component inventory, and system design. AT&T will notify Customer of any modifications. If Customer does not agree to the modifications, AT&T may refuse to provision Service at the applicable Site. Within thirty (30) days of receipt of notice

from AT&T describing the necessary modifications, Customer may terminate Service only at the applicable Site only, subject to payment of applicable termination charges. No other Sites are affected by this termination.

4.5. Intellectual Property

AT&T grants Customer a limited, non-exclusive, non-transferable license to use the Service during the Term solely in connection with the receipt of the Service. All rights, title and interest in and to intellectual property relating to the Service, including any changes, modifications, alterations, or improvements made by AT&T during the Term, are owned by AT&T, its Affiliates, or AT&T's licensors, suppliers, subcontractors or vendors. Customer's possession, access, or use of any part of the Service does not transfer any ownership rights in the same or any intellectual property rights from AT&T, its Affiliates or AT&T's licensors, suppliers, subcontractors or vendors to Customer.

4.6. Privacy Terms and Conditions

4.6.1. Customer represents and warrants that it has appropriate rights to provide End User data (which may include Customer Personal Data) to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. From time to time AT&T will perform real time packet capture to analyze and troubleshoot network issues and Customer grants AT&T permission to perform such operations for short intervals as necessary for network management purposes.

4.6.2. AT&T agrees that, in performing the network management function, it will:

- Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
- Establish data retention protocols, so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.

4.6.3. Customer agrees that in connection with the network management function, it will:

- Use or monitor End User data made available through the network management function of the Service only for network management purposes, unless it secures additional consent from End Users, or has another lawful basis for processing the data. Purposes beyond the network management function include, but are not limited to, marketing, advertising, and the examination of content and communications;
- Obtain and maintain any and all legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data. (AT&T can provide an example of the legally required employee or End User consent);
- Obtain multiple consents for distinct purposes, and proposed combinations of personal data, even if supplemental software/technology is required;
- Use only Customer SSIDs;
- Present the End User with Customer's terms of service and applicable privacy policy;
- Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes;
- Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc., and
- Not attempt to re-identify anonymized data.

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4.6.4. Customer is responsible for the way the data is used by Customer; and its employees, guests, and representative's access to and use of the data, content, or communications generated by this Service.

4.6.5. To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.

4.6.6. The Service allows Customer to collect and use an End User's location through Bluetooth Low Energy (BLE) and Wi-Fi based location technologies. Such use may be subject to various U.S. and international laws and regulations, including those promulgated by the Federal Trade Commission and other industry regulators (e.g., Privacy Forum's Mobile Location Analytics Code of Conduct, NAI, GDPR, CCPA), with which Customer agrees to comply. Customer agrees not to provide or sell location data to third parties without AT&T's prior written authorization.

4.6.6.1. This ability to collect and use location information is different than what is done with GPS or other technologies. Because the Service collects and uses location information, AT&T is offering the following information, but such information is not intended to be legal advice. Customer should consult with an attorney for legal advice.

4.6.6.2. Depending on how Customer collects or uses the Service, Customer may be required to provide notice, obtain opt-in consents, or provide periodic reminders, all separate from providing terms and conditions to End Users, so that End Users will be aware that location is being tracked when visiting Customer's Sites. If Customer buys other products or services from AT&T or others that, in conjunction with Customer's business application, allows Customer to know when an End User is at Customer's Site(s), Customer may be required to provide separate notices, obtain separate opt-in consents, or provide periodic reminders (all separate from terms and conditions) so that End Users will be aware that location is being tracked in multiple ways when visiting Customer's Site(s).

4.6.7. Customer may not use AT&T's name, brand, or mark, with third-parties or End Users in connection with the Service without AT&T's written consent.

5. RATES

MRC: Monthly Recurring Charge
N/A: Not Available
NRC: Non-Recurring Charge

5.1. ADI Self – Installation NRC

ADI Speed	Discount	Undiscounted ADI NRC	Undiscounted ADI w/ Managed Router NRC
Ethernet	**90.00%**	$1,500.00	$1,500.00

5.2. ADI On-Site Installation NRC

ADI Speed	Discount	Undiscounted ADI w/ Managed Router NRC
Ethernet	**90.00%**	$1,500.00

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5.3. Hi Cap Flex Billing Option - ADI w/Customer Router 10 Mbps – 1000 Mbps Ethernet Minimum Bandwidth Commitment (MBC) MRC
Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ Customer Router 10 Mbps – 1000 Mbps Ethernet MBC MRC										
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**									
	10 Mbps	**20 Mbps**	**50 Mbps**	**100 Mbps**	**150 Mbps**	**250 Mbps**	**400 Mbps**	**500 Mbps**	**600 Mbps**	**1000 Mbps**
	$268.00	**$449.00**	**$813.00**	**$1,400.00**	**$1,800.00**	**$2,150.00**	**$2,700.00**	**$3,500.00**	**$4,096.00**	**$4,505.00**
Nation Wide	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Atlanta	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Austin	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Birmingham	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Charlotte	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Chicago	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Cleveland	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Columbus	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Dallas	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Detroit	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Houston	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Indianapolis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Jacksonville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Kansas City	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Little Rock	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Los Angeles	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Memphis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Miami	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Milwaukee	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Nashville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New Orleans	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New York	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Oklahoma	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Orlando	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Riverside	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Sacramento	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Antonio	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Diego	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Francisco	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Jose	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
St. Louis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%

AT&T DEDICATED INTERNET
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5.4. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 10 Mbps – 1000 Mbps Ethernet MBC MRC
Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ AT&T Managed Router Monthly Fee 10 Mbps – 1000 Mbps Ethernet MBC MRC										
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**									
	10 Mbps	**20 Mbps**	**50 Mbps**	**100 Mbps**	**150 Mbps**	**250 Mbps**	**400 Mbps**	**500 Mbps**	**600 Mbps**	**1000 Mbps**
	$396.00	**$577.00**	**$955.00**	**$1,555.00**	**$1,965.00**	**$2,240.00**	**$3,380.00**	**$4,325.00**	**$4,840.00**	**$5,620.00**
Nation Wide	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Atlanta	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Austin	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Birmingham	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Charlotte	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Chicago	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Cleveland	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Columbus	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Dallas	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Detroit	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Houston	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Indianapolis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Jacksonville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Kansas City	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Little Rock	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Los Angeles	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Memphis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Miami	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Milwaukee	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Nashville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New Orleans	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New York	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Oklahoma	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Orlando	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Riverside	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Sacramento	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Antonio	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Diego	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Francisco	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Jose	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
St. Louis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%

AT&T DEDICATED INTERNET
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5.5. Hi Cap Flex Billing Option – Incremental Usage 10 Mbps – 1000 Mbps Ethernet Charge per Mbps
Available bandwidth levels are subject to qualification at time of each order and may vary.

Incremental Usage 10 Mbps – 1000 Mbps Ethernet Charge per Mbps										
Zones	Bandwidth Speed / Undiscounted Charge per Mbps / Discount by Zone									
	10 Mbps	20 Mbps	50 Mbps	100 Mbps	150 Mbps	250 Mbps	400 Mbps	500 Mbps	600 Mbps	1000 Mbps
	$198.00	$144.25	$95.50	$77.75	$65.50	$44.80	$42.25	$43.25	$40.33	$28.10
Nation Wide	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Atlanta	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Austin	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Birmingham	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Charlotte	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Chicago	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Cleveland	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Columbus	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Dallas	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Detroit	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Houston	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Indianapolis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Jacksonville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Kansas City	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Little Rock	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Los Angeles	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Memphis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Miami	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Milwaukee	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Nashville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New Orleans	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New York	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Oklahoma	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Orlando	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Riverside	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Sacramento	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Antonio	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Diego	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Francisco	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Jose	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
St. Louis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%

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PRICING SCHEDULE

5.6. Hi Cap Flex Billing Option - ADI w/Customer Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC
Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/Customer Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC									
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**								
	2 Gbps	**3 Gbps**	**4 Gbps**	**5 Gbps**	**6 Gbps**	**7 Gbps**	**8 Gbps**	**9 Gbps**	**10 Gbps**
	$9,091.00	**$13,309.00**	**$16,015.00**	**$18,196.00**	**$21,309.00**	**$24,218.00**	**$26,953.00**	**$28,931.00**	**$30,909.00**
Nation Wide	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Atlanta	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Austin	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Birmingham	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Charlotte	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Chicago	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Cleveland	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Columbus	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Dallas	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Detroit	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Houston	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Indianapolis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Jacksonville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Kansas City	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Little Rock	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Los Angeles	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Memphis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Miami	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Milwaukee	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Nashville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New Orleans	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New York	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Oklahoma	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Orlando	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Riverside	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Sacramento	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Antonio	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Diego	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Francisco	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Jose	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
St. Louis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.7. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC
Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ AT&T Managed Router Monthly Fee 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC									
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**								
	2 Gbps	**3 Gbps**	**4 Gbps**	**5 Gbps**	**6 Gbps**	**7 Gbps**	**8 Gbps**	**9 Gbps**	**10 Gbps**
	$12,276.00	**$17,981.00**	**$21,591.00**	**$24,553.00**	**$28,768.00**	**$32,727.00**	**$36,387.00**	**$39,069.00**	**$41,716.00**
Nation Wide	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Atlanta	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Austin	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Birmingham	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Charlotte	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Chicago	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Cleveland	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Columbus	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Dallas	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Detroit	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Houston	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Indianapolis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Jacksonville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Kansas City	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Little Rock	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Los Angeles	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Memphis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Miami	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Milwaukee	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Nashville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New Orleans	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New York	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Oklahoma	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Orlando	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Riverside	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Sacramento	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Antonio	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Diego	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Francisco	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Jose	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
St. Louis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.8. Hi Cap Flex Billing Option – Incremental Usage 2 Gbps – 10 Gbps Ethernet on 10 Gbps Access Charge per Mbps
Available bandwidth levels are subject to qualification at time of each order and may vary.

Incremental Usage 2 Gbps – 10 Gbps Ethernet on 10 Gbps Access Charge per Mbps									
Zones	**Bandwidth Speed / Undiscounted Charge per Mbps / Discount by Zone**								
	2 Gbps	**3 Gbps**	**4 Gbps**	**5 Gbps**	**6 Gbps**	**7 Gbps**	**8 Gbps**	**9 Gbps**	**10 Gbps**
	$30.69	**$29.97**	**$26.99**	**$24.55**	**$23.97**	**$23.38**	**$22.74**	**$21.71**	**$20.86**
Nation Wide	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Atlanta	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Austin	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Birmingham	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Charlotte	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Chicago	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Cleveland	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Columbus	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Dallas	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Detroit	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Houston	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Indianapolis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Jacksonville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Kansas City	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Little Rock	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Los Angeles	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Memphis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Miami	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Milwaukee	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Nashville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New Orleans	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New York	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Oklahoma	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Orlando	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Riverside	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Sacramento	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Antonio	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Diego	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Francisco	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Jose	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
St. Louis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.9. Hi Cap Flex Billing Option - ADI w/Customer Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC
Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ Customer Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC					
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**				
	10 Gbps	**20 Gbps**	**30 Gbps**	**40 Gbps**	**50 Gbps**
	$34,457.00	**$39,766.00**	**$49,237.00**	**$62,871.00**	**$73,393.00**
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.10. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC
Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ AT&T Managed Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC					
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**				
	10 Gbps	**20 Gbps**	**30 Gbps**	**40 Gbps**	**50 Gbps**
	$78,194.00	**$80,539.00**	**$82,956.00**	**$84,485.00**	**$98,789.00**
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.11. Hi Cap Flex Billing Option – Incremental Usage 10 Gbps and 50 Gbps Ethernet on 100 Gbps Access Charge per Mbps
Available bandwidth levels are subject to qualification at time of each order and may vary.

Incremental Usage 10 Gbps - 50 Gbps Ethernet on 100 Gbps Access Charge per Mbps					
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**				
	10 Gbps	**20 Gbps**	**30 Gbps**	**40 Gbps**	**50 Gbps**
	$1.35	**$1.35**	**$1.35**	**$1.35**	**$1.35**
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.12. Hi Cap Flex Billing Option - ADI w/Customer Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC
Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ Customer Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC					
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**				
	60 Gbps	**70 Gbps**	**80 Gbps**	**90 Gbps**	**100 Gbps**
	$78,957.00	**$84,800.00**	**$90,934.00**	**$97,376.00**	**$104,174.00**
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.13. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC
Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ AT&T Managed Router Monthly Fee 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC					
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**				
	60 Gbps	**70 Gbps**	**80 Gbps**	**90 Gbps**	**100 Gbps**
	$105,623.00	**$112,799.00**	**$120,334.00**	**$128,245.00**	**$136,595.00**
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.14. Hi Cap Flex Billing Option – Incremental Usage 60 Gbps - 100 Gbps Ethernet on 100 Gbps Access Charge per Mbps
Available bandwidth levels are subject to qualification at time of each order and may vary.

Incremental Usage 60 Gbps - 100 Gbps Ethernet on 100 Gbps Access Charge per Mbps					
Zones	**Bandwidth Speed / Undiscounted MRC / Discount by Zone**				
	60 Gbps	**70 Gbps**	**80 Gbps**	**90 Gbps**	**100 Gbps**
	$1.35	**$1.35**	**$1.35**	**$1.35**	**N/A**
Nation Wide	1.00%	1.00%	1.00%	1.00%	NA
Atlanta	1.00%	1.00%	1.00%	1.00%	NA
Austin	1.00%	1.00%	1.00%	1.00%	NA
Birmingham	1.00%	1.00%	1.00%	1.00%	NA
Charlotte	1.00%	1.00%	1.00%	1.00%	NA
Chicago	1.00%	1.00%	1.00%	1.00%	NA
Cleveland	1.00%	1.00%	1.00%	1.00%	NA
Columbus	1.00%	1.00%	1.00%	1.00%	NA
Dallas	1.00%	1.00%	1.00%	1.00%	NA
Detroit	1.00%	1.00%	1.00%	1.00%	NA
Houston	1.00%	1.00%	1.00%	1.00%	NA
Indianapolis	1.00%	1.00%	1.00%	1.00%	NA
Jacksonville	1.00%	1.00%	1.00%	1.00%	NA
Kansas City	1.00%	1.00%	1.00%	1.00%	NA
Little Rock	1.00%	1.00%	1.00%	1.00%	NA
Los Angeles	1.00%	1.00%	1.00%	1.00%	NA
Memphis	1.00%	1.00%	1.00%	1.00%	NA
Miami	1.00%	1.00%	1.00%	1.00%	NA
Milwaukee	1.00%	1.00%	1.00%	1.00%	NA
Nashville	1.00%	1.00%	1.00%	1.00%	NA
New Orleans	1.00%	1.00%	1.00%	1.00%	NA
New York	1.00%	1.00%	1.00%	1.00%	NA
Oklahoma	1.00%	1.00%	1.00%	1.00%	NA
Orlando	1.00%	1.00%	1.00%	1.00%	NA
Riverside	1.00%	1.00%	1.00%	1.00%	NA
Sacramento	1.00%	1.00%	1.00%	1.00%	NA
San Antonio	1.00%	1.00%	1.00%	1.00%	NA
San Diego	1.00%	1.00%	1.00%	1.00%	NA
San Francisco	1.00%	1.00%	1.00%	1.00%	NA
San Jose	1.00%	1.00%	1.00%	1.00%	NA
St. Louis	1.00%	1.00%	1.00%	1.00%	NA

AT&T DEDICATED INTERNET
PRICING SCHEDULE

5.15. Hi Cap Flex Billing Option - Ethernet Access MRC
No discounts apply.

Bandwidth	Access Speed	Discounted Ethernet Access MRC Group 1	Discounted Ethernet Access MRC Group 2	Discounted Ethernet Access MRC Group 3	Discounted Ethernet Access MRC Group 4
10 Mbps	10 Mbps	$471.32	$421.00	$635.00	N/A
20 Mbps	20 Mbps	$476.84	$449.00	$758.00	N/A
50 Mbps	50 Mbps	$648.60	$572.00	$968.00	N/A
100 Mbps	100 Mbps	$718.60	$651.00	$1,280.00	N/A
150 Mbps	150 Mbps	$774.45	$677.00	$1,412.00	N/A
250 Mbps	250 Mbps	$940.76	$900.00	$1,667.00	N/A
400 Mbps	400 Mbps	$1,114.50	$1,100.00	$2,201.00	N/A
500 Mbps	500 Mbps	$1,114.50	$1,100.00	$2,239.00	N/A
600 Mbps	600 Mbps	$1,114.50	$1,100.00	$2,807.00	N/A
1000 Mbps	1000 Mbps	$1,235.00	$1,300.00	$3,184.00	N/A
2 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
3 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
4 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
5 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
6 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
7 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
8 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
9 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
10 Gbps	10 Gbps	$1,600.00	$6,397.00	$10,151.44	No Charge
10 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
20 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
30 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
40 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
50 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
60 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
70 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
80 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
90 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge
100 Gbps	100 Gbps	$31,043.55	N/A	N/A	No Charge

5.15.1. Hi Cap Flex Billing Option - Ethernet Access Building Level Promotion - MRCs

Bandwidth	Access Speed	Discounted Ethernet Access MRC Group 5	Discounted Ethernet Access MRC Group 6	Discounted Ethernet Access MRC Group 7	Discounted Ethernet Access MRC Group 8
10 Mbps	10 Mbps	$471.32	$392.08	$367.32	$318.87
20 Mbps	20 Mbps	$476.84	$437.31	$383.84	$340.84

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Bandwidth	Access Speed	Discounted Ethernet Access MRC Group 5	Discounted Ethernet Access MRC Group 6	Discounted Ethernet Access MRC Group 7	Discounted Ethernet Access MRC Group 8
50 Mbps	50 Mbps	$648.60	$485.80	$449.12	$423.60
100 Mbps	100 Mbps	$718.60	$604.00	$513.40	$475.60
150 Mbps	150 Mbps	$774.45	$649.30	$582.45	$500.45
250 Mbps	250 Mbps	$940.76	$743.20	$720.60	$615.00
400 Mbps	400 Mbps	$1,114.50	$925.00	$740.00	$668.00
500 Mbps	500 Mbps	$1,114.50	$925.00	$740.00	$668.00
600 Mbps	600 Mbps	$1,114.50	$925.00	$740.00	$668.00
1000 Mbps	1000 Mbps	$1,235.00	$1,000.00	$760.00	$688.00
The above Building Level MRCs are based upon eligible Customer Site(s) and apply to Customer's initial order. These MRCs may apply to subsequent orders based upon eligible Customer Site(s). If Site(s) are not eligible, the MRCs in table 5.15 will apply.					

5.16. ADI Wireless Backup Option MRC

AT&T Equipment	Undiscounted MRC	Discount
ADI Wireless Backup Device	$50.00	50.00%

5.17. Additional NRCs
No discounts apply.

Moving Charge	NRC Per Site
If scheduled during standard business hours – (8:00 a.m. to 5:00 p.m. Monday through Friday)	$1,000.00
If scheduled outside standard business hours	$1,500.00

5.18. ABW with Cisco Meraki MRC
No discounts apply.

ABW per Access Point (AP) MRC	$42.00

END OF DOCUMENT

AT&T

AT&T PRICING SCHEDULE

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: TAMMI SADLER JONES Title: Manager Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: United States Telephone: 6784099683 Email: kldixon@cityofclarkston.com	Name: ATTUID: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☒	
Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U) Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: United States Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer acknowledges that emergency calling (e.g., E911 or its equivalent outside the United States) may not be available with AT&T Office@Hand. Examples include if: a User's CPE is relocated; 911 is dialed from a location other than the Registered Location; an underlying broadband or WAN connection, or data service or application riding on the connection, is terminated, disrupted or impaired; electrical or battery power is lost; a Registered Location is not updated timely; a non-native telephone number is used; or the device is located outside of the United States. Customer further understands the limitations with emergency calls placed from mobile applications on cellular or Wi-Fi-enabled devices used in connection with AT&T Office@Hand. Such limitations and advisories are set forth in the AT&T Office@Hand Service Guide at http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 1874255

AT&T PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Office@Hand (v2.0)	http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2

Software	Software License Agreement
AT&T Office@Hand desktop and mobile software	http://www.att.com/officeathandpolicy

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 month(s)
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. TERMINATION CHARGES

If Customer terminates this Pricing Schedule other than for cause or if AT&T terminates the Pricing Schedule for cause prior to end of the Term, AT&T will impose Termination Charges consisting of the average of the Monthly Recurring Charges associated with AT&T Office@Hand Editions for the last 12 months (or if less than 12 months, averaged over the months of active service) multiplied by the number of months remaining in the Term.

4. ADDITIONAL TERMS AND CONDITIONS

4.1. Purchased Equipment. Customer may purchase equipment under this Pricing Schedule for use with the Service and not for resale purposes ("Purchased Equipment"). PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. SHOULD CUSTOMER CHOOSE TO USE PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

4.1.1. Equipment Order List. AT&T shall provide the Purchased Equipment as identified in an applicable Order.

4.1.2. Availability and Delivery Schedule; Title and Risk of Loss; Returned Equipment

4.1.2.1. Availability and Delivery Schedule. AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T cannot guarantee firm delivery dates.

4.1.2.2. Warranty Returns. If Purchased Equipment requires return during its respective warranty period, Customer must contact AT&T for return instructions. Customer must return the Purchased Equipment according to instructions provided by AT&T or its supplier. Customer will be responsible for payment of any associated restocking fees and return shipping and handling costs.

4.1.2.3. Non-defective Returns. If Customers seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T within 15 days following delivery of such Purchased Equipment to the ship to address in the applicable Order. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment.

4.1.2.4. Maintenance Returns. To return Purchased Equipment covered by a maintenance service plan, Customer must contact the applicable maintenance provider.

4.2. Intellectual Property Indemnity. AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

AT&T PRICING SCHEDULE

5. PRICING

5.1. AT&T Office @ Hand Pricing

AT&T Office@Hand Monthly Charges*	Stabilized rates then in effect as specified in the Service Guide on Aug-31-2020
AT&T Office@Hand One-time Charges	Per the Service Guide rates as revised from time to time.
*Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates.	

5.2. DISCOUNTS

5.2.1. United States

Discounts only apply to Service Components listed in tables below.

Service Component	Quantity	Discount
Standard Edition	1-50 Users	43.00%
Standard Edition	51-100 Users	45.00%
Standard Edition	101-150 Users	5.00%
Standard Edition	151-250 Users	5.00%
Standard Edition	251-500 Users	5.00%
Standard Edition	501-1000 Users	5.00%
Standard Edition	1001+ Users	5.00%

Service Component	Quantity	Discount
Premium Edition	1-50 Users	35.00%
Premium Edition	51-100 Users	5.00%
Premium Edition	101-150 Users	5.00%
Premium Edition	151-250 Users	5.00%
Premium Edition	251-500 Users	5.00%
Premium Edition	501-1000 Users	5.00%
Premium Edition	1001+ Users	5.00%

Service Component	Quantity	Discount
Enterprise Edition	1-50 Users	30.00%
Enterprise Edition	51-100 Users	5.00%
Enterprise Edition	101-150 Users	5.00%
Enterprise Edition	151-250 Users	5.00%
Enterprise Edition	251-500 Users	5.00%
Enterprise Edition	501-1000 Users	5.00%
Enterprise Edition	1001+ Users	5.00%

AT&T PRICING SCHEDULE

Feature	Quantity	Discount
Limited Extension	1-50 Users	61.00%
Limited Extension	51-100 Users	5.00%
Limited Extension	101-150 Users	5.00%
Limited Extension	151-250 Users	5.00%
Limited Extension	251-500 Users	5.00%
Limited Extension	501-1000 Users	5.00%
Limited Extension	1001+ Users	5.00%

Service Component	Quantity	Discount
Emergency Location Mgmt	1-50 Users	33.00%
Emergency Location Mgmt	51-100 Users	33.00%
Emergency Location Mgmt	101-150 Users	33.00%
Emergency Location Mgmt	151+ Users	33.00%

Feature	Quantity	Discount
Live Reports	1-50 Live Reports	25.00%
Live Reports	51-100 Live Reports	25.00%
Live Reports	101-150 Live Reports	30.00%
Live Reports	151+ Live Reports	35.00%

Feature	Quantity	Discount
Phone Numbers	1-50 Phone Numbers	68.00%
Phone Numbers	51-100 Phone Numbers	10.00%
Phone Numbers	101-150 Phone Numbers	15.00%
Phone Numbers	151+ Phone Numbers	17.00%

Feature	Quantity	Discount
Meetings	1-50 Meetings	10.00%
Meetings	51-100 Meetings	15.00%
Meetings	101-150 Meetings	20.00%
Meetings	151+ Meetings	20.00%

FOR AT&T ADMINISTRATIVE USE ONLY	
Rate Plan	Office@Hand

Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
   a. eSign Fax Cover Page – This Page first, then,
   b. Signature Page with Contract Id: 1874139
      (see Picture below)



Request Id: 3155044
Contract Id: 1874139

Customer Signature Page

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: US	AT&T Enterprises, LLC
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: TAMMI SADLER JONES Title: Manager Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: US Telephone: 6784099683 Fax: Email: kldixon@cityofclarkston.com Customer Account Number or Master Account:	Street Address: City: State/Province: Zip Code: Country:

AT&T Solution Provider or Representative Information (if applicable)

Name: Danielle Williamson	Company Name: TrendCo Communications, Inc. (U)			
Agent Street Address: 4431 SW 64th avenue Suite 113	City: Davie	State: FL	Zip Code: 33314	Country: United States
Telephone: 8882061962	Fax:	Email: dw7819@outlook.com	Agent Code: 41184	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_1874138.pdf	1874138

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:

Approved as to form:

Stephen Quinn

Stephen G. Quinn
City Attorney

Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
   a. eSign Fax Cover Page – This Page first, then,
   b. Signature Page with Contract Id: 1874255
      (see Picture below)



Request Id: 3155123
Contract Id: 1874255

AT&T MA Reference No.: eMSA UA III

Customer Signature Page

Customer	**AT&T**
CITY-CLARKSTON GA GOVERNMENT Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: US	AT&T Enterprises, LLC
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: TAMMI SADLER JONES Title: Manager Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: US Telephone: 6784099683 Fax: Email: kldixon@cityofclarkston.com Customer Account Number or Master Account:	Street Address: City: State/Province: Zip Code: Country:

AT&T Solution Provider or Representative Information (if applicable)

Name: Danielle Williamson	Company Name: TrendCo Communications, Inc. (U)			
Agent Street Address: 4431 SW 64th avenue Suite 113	City: Davie	State: FL	Zip Code: 33314	Country: United States
Telephone: 8882061962	Fax:	Email: dw7819@outlook.com	Agent Code: 41184	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	**Contract IDs:**
MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
Multiservice contract bundle_CONTRACT_ID_1874253.pdf	1874253

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:

Approved as to form:

Stephen Quinn

Stephen G. Quinn
City Attorney

Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
   a. eSign Fax Cover Page – This Page first, then,
   b. Signature Page with Contract Id: 1874338
      (see Picture below)



Request Id: 3155167
Contract Id: 1874338

AT&T

Customer Signature Page

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: US	AT&T Enterprises, LLC
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: TAMMI SADLER JONES Title: Manager Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: US Telephone: (404) 292-9465 Fax: Email: kldixon@cityofclarkston.com Customer Account Number or Master Account:	Street Address: City: State/Province: Zip Code: Country:

AT&T Solution Provider or Representative Information (if applicable)

Name: Danielle Williamson	Company Name: TrendCo Communications, Inc. (U)			
Agent Street Address: 4431 SW 64th avenue Suite 113	City: Davie	State: FL	Zip Code: 33314	Country: United States
Telephone: 888-206-1962	Fax:	Email: dw7819@outlook.com	Agent Code: 41184	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
AT&T_NETWORK_ON_DEMAND_CONTRACT_ID_1874335.pdf	1874335

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:

Approved as to form:

Stephen Quinn

Stephen G. Quinn
City Attorney

CITY OF CLARKSTON

ITEM NO: 6I

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Review/Discussion

MEETING DATE: SEPTEMBER 24, 2024

SUBJECT: To discuss a resolution approving a master subscription agreement between the City of Clarkston and Granicus for SmartGov software in the amount of $43,076.70 to be funded out of the General Fund.

DEPARTMENT: CITY ADMINISTRATO

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT: Lisa Cameron
PHONE NUMBER: 404-296-6489

PURPOSE: The SmartGov software is a cloud-based software that will be used to combine and simplify departmental operations. By using this software, we will be able to have an all-in-one platform for permitting, licensing, code enforcement, inspections, zoning matters, and option for open records requests.

SmartGov will allow city departments to be more efficient while in the field or office and provide more accurate and real-time information for our residents and customers alike.

NEED/ IMPACT: For several years, the city has been using IWORQ for Permit Management, Code Enforcement and online portal for accepting applications and repository for files. With the growth of the city, the need to streamline the application processes, customized plan reviews, and routing the workflows, this entire process will be online from start to finish.

The current functionality of IWORQ system does not provide the level of efficiency the city requires to keep pace with its processes and productivity. More importantly, the current system does not provide departments with the ability to review key indicators to evaluate the impact and effectiveness for process improvement initiatives.

SmartGov will allow city departments to eliminate the insurmountable use of paper, reduce the amount of labor hours doing manual processing, and the amount of paperwork flowing between the front desk, planning & economic development, finance, and administrative departments.

RECOMMENDATION: Staff recommends vendor Granicus for the approval of the SmartGov software piggybacking from the Omnia Partners Software and SaaS Solutions Contract Number: 01-115. The initial purchase amount of this software is $43,076.70. Afterwards, the annual cost for the SmartGov product will be $27,426.00, and should be paid from the General Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING A MASTER SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF CLARKSTON AND GRANICUS FOR SMARTGOV SOFTWARE

* * * * *

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

Section 1. That the City Council approves a master subscription agreement between the City of Clarkston and Granicus for SmartGov software, a cloud-based software for permitting, licensing, code enforcement, inspections, zoning matters, and an option for open records requests in the amount of $43,076.70, the *(1st year initial cost)* and $27,426 *(annually)* to be funded out of the General Fund. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A

Granicus Proposal for Clarkston, GA

ORDER DETAILS

Prepared By: Taylor Brodersen
Phone: (814) 720-4368
Email: taylor.brodersen@granicus.com
Order #: Q-369932
Prepared On: 31 Jul 2024
Expires On: 27 Sep 2024

ORDER TERMS

Currency: USD

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
SmartGov Training	Upon Delivery	1 Each	$2,896.00
SmartGov Custom Implementation	Upon Delivery	1 Each	$0.00
Project Management - SmartGov	Upon Delivery	1 Each	$5,618.70
Map Connector Configuration	Upon Delivery	1 Each	$1,250.00
Parcel Connector Configuration	Upon Delivery	1 Each	$3,125.00
Portal Configuration	Upon Delivery	1 Each	$1,250.00
Fees Configuration (Pages)	Upon Delivery	3 Each	$1,593.00
General Config	Upon Delivery	1 Each	$2,500.00
Workflow template customization	Upon Delivery	1 Each	$8,844.00
Data Migration - Documents & Attachments	Upon Delivery	1 Each	$3,000.00
Standardized Data Migration - Code Enforcement	Upon Delivery	1 Each	$3,125.00
Standardized Data Migration - Permits	Upon Delivery	1 Each	$5,000.00
Base Standardized Migration Cost	Upon Delivery	1 Each	$1,875.00
Existing Merchant Connector Configuration	Upon Delivery	1 Each	$1,500.00
BlueBeam Connector Configuration	Upon Delivery	1 Each	$1,500.00
		SUBTOTAL:	**$43,076.70**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
SmartGov - Enterprise	Annual	1 Each	$24,682.00
SmartGov Code Enforcement	Annual	1 Each	$0.00
SmartGov Licensing	Annual	1 Each	$0.00
SmartGov Permitting	Annual	1 Each	$0.00
SmartGov Connector Merchant	Annual	1 Each	$1,372.00
SmartGov Connector BlueBeam	Annual	1 Each	$1,372.00
		SUBTOTAL:	**$27,426.00**

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Code Enforcement	Annual subscription for SmartGov Code Enforcement Module for managing service requests and complaints.
SmartGov Licensing	Annual subscription for SmartGov Licensing Module for contractor registration, rental registration, business licensing.
SmartGov Permitting	Annual subscription for SmartGov Permitting Module for building and planning permits, inspections, and contacts.
SmartGov Training	Includes up to two (2) hours of User Acceptance Training to prepare primary users for Validation, focused on navigation and testing best practices. Go-Live training will span a one (1) week period, provided in three (3) hour sessions focused on Permit/Application Intake, Review, Inspections and Code Enforcement processes (as needed).
SmartGov Custom Implementation	SmartGov Configuration based on implementation options selected.

Solution	Description
Project Management - SmartGov	Project Management: Company Project Manager will act as an extension of the Subscriber's team and manage the implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, management of the project timeline, and help identify risks and/or issues. Project Management Services include: • Project planning and kickoff meetings. • Project schedule developed and maintained according to the SOW tasks, deliverables, dependencies, and resource assignments. • Status reporting and coordination of status meetings, bi-weekly, or as required. • Schedule monitoring and scope management. • Risk Management planning to identify, analyze, and mitigate risks. • Action Item and decision tracking, as well as resolving and escalating issues. • Change control management and issue tracking. • Company project resource management. • Verify product and deliverable acceptance with Subscriber. • Facilitating transition to Support. • Company's Project Manager will serve as the single point of contact for the project related to this SOW.

Solution	Description
Map Connector Configuration	Configure subscribers ESRI GIS layers into SmartGov Troubleshooting the incoming data Train client on how to maintain the service in SmartGov. MAP/GIS Connector: Company will connect to ESRI Map Service provided by Subscriber and secured by a publicly trusted certificate issued by a Certificate Authority. Subscriber is responsible for contracting separately with ESRI map service provider and ESRI configuration. SmartGov Requirements for Map Connector Integration: ArcGIS for Server 10.4 or ArcGIS for server Enterprise Standard 10.7.1 (OR) ArcGIS Online. Subscriber Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included. Custom base maps are not supported. Base maps from the ESRI base map library will be available for use. The following base maps are currently included (subject to change): Imagery Imagery Hybrid Streets Topographic Navigation Streets (Night) Terrain with Labels Light Gray Canvas Dark Gray Canvas Oceans National Geographic Style Map Open Street Map Charted Territory Map Community Map Navigation (Dark Mode) Newspaper Map Human Geography Map Human Geography Dark Map Modern Antique Map Mid-Century Map Nova Map Colored Pencil Map Firefly Imagery Hybrid

Solution	Description
	USA Topo Maps

Solution	Description
Parcel Connector Configuration	Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the Subscriber. Configure Subscribers parcel fields into SmartGov. Troubleshooting the incoming data and providing recommendations for Subscriber to resolve data gaps. Train Subscriber on how to maintain the service in SmartGov. Delimited File – A delimited file may be uploaded to the job at runtime. The delimited file option supports a single address for each individual parcel. Subscriber must use the template provided by Company. Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password. Subscriber is responsible for obtaining, cleaning, and maintaining all parcel data within the delimited file and/or ESRI Rest service. The configured parcel job will be available for Subscriber to run on-demand after go-live. The Parcel Layer Job can be set to run daily, weekly, monthly, or annually defined by how often Subscriber intends to update the Rest Service. Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum: Parcel Number Primary Situs Address Primary Situs City Primary Situs State Primary Situs Zip Code Owner Name Owner Street Address Owner City populated for USA addresses only Owner State populated for USA addresses only Owner Zip Code populated for USA addresses only International Indicator with a value of "Y" for any owner address outside of the USA International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA Inclusion of the following additional fields is recommended: Parcel center point latitude in decimal degrees Parcel center point longitude in decimal degrees If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields: Parcel Number

Solution	Description
	Secondary Situs Address Secondary Situs City Secondary Situs Zip Code Inclusion of the following additional fields is recommended for the secondary address layer: Address point latitude in decimal degrees Address point longitude in decimal degrees
Portal Configuration	Company will customize Subscriber's Portal by: • Loading Subscriber logo. • Exposing all permits/business licenses identified in Configuration workbook in which citizens will have access. • Advising on best practices for public release timeline and access code configuration. • Load Subscriber custom verbiage into limited fields. • Provide the access URL (Uniform Resource Locator) for Subscriber to add link to jurisdiction web pages. Includes consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements.
Fees Configuration (Pages)	Subscriber Fees configured based on provided Fee schedule and according to Configuration Workbook. Based on Subscriber fee schedule, defined in the Order Form, Company will: • Setup Subscriber fee code calculations. • Load Subscriber FMS (Financial Management System) / GL (General Ledger Code) (according to Configuration Workbook). • Load Subscriber Valuation table (according to Configuration Workbook or ICC (International Chamber of Commerce) table). Setup Subscriber fixture costs (according to Configuration Workbook). • Load other Subscriber custom attributes / details as required for Subscriber fee calculations (according to Configuration Workbook).

Solution	Description
General Config	General Configuration: As part of the General Configuration, Company will: • Create Subscriber database with best practice defaults. • Provide Validation environment access to Subscriber. • Load Subscriber users with Company standard permissions (according to Configuration Workbook). • Configure system values (locality, time zone, header and footer detail, standard report settings). • Load Client Code References/Violation types (according to Configuration Workbook). • Set up General Ledger accounts. • Load Subscriber logo. • Provide access to over 100 reports and output document templates. Subscriber receives credentials for environment when initial configuration items under General Configuration deliverable are completed.
Workflow template customization	Workflow Template Configuration: Company will configure process templates as defined in the Business Process Analysis phase for each department in scope: Building/Permits, Code Enforcement, Licensing and/or Recurring Inspections. Company will: Load Subscriber Code References/Violation types (according to Configuration Workbook). Load custom attributes/details within the limited fields available (not associated with fees, according to Configuration Workbook). Configure workflow to meet business requirements defined in Configuration Workbook. Consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements. Completed upon configuration according to documentation in the Configuration Workbook Percentage: 100%
SmartGov Connector Merchant	Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.

Solution	Description
Data Migration - Documents & Attachments	Includes migration of clients documents/images as attachments to notes on permits, parcels, code enforcement cases or licenses.
Standardized Data Migration - Code Enforcement	Company will import Code Enforcement data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The fields below are considered in-scope of a standard Code Enforcement data migration. The final output has many factors, including the fields available from the source data. Migration includes only current occurrence, no history. Fields: Case Request, Basic Case, Info Complainant, Contacts, Inspections, Fees as Notes, Notes The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.

Solution	Description
Standardized Data Migration - Permits	Company will import permit data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The fields below are considered in-scope of a standard Permit data migration. The final output has many factors, including the fields available from the source data. Fields: Basic Permit Info, Parcel Contacts (Contractors will be listed on Contacts), Inspections, Fees as Notes, Notes The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.

Solution	Description
Base Standardized Migration Cost	Base Data Migration includes non-module data such as contacts and is included in all standard data migration packages with one or more module data migrations. Company will import permit data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. The Standard Data Migration includes the Base fields and one or more of the additional datasets per the Sales Order Form. The fields below are considered in-scope of a standard data migration. The final output has many factors, including the fields available from the source data. Parcels: Ownership Addresses Contacts: Phone Address Email The data migration process assumptions: Subscriber will provide an initial data set from source database. Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields. Subscriber will have two (2) weeks ten (10) business days to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period. Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation. Subscriber to provide a final data set three (3) business days before Go-Live. Final data load will occur the day before Go-Live.
Existing Merchant Connector Configuration	Configure merchant connection. Test and troubleshoot connection during test process. Subscriber to provide the required linking information for Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys. Requirements vary slightly depending on the selected Merchant. SmartGov will not test in Production environments.

Solution	Description
SmartGov Connector BlueBeam	The SmartGov Bluebeam connector provides the ability to check out documents for plan review and markup using the subscriberÕs Bluebeam subscription. Bluebeam Studio_is the repository for Bluebeam Projects and Sessions. Only one_license/subscription is required for each jurisdiction. It_is available in the following editions:_ Bluebeam Studio Prime_(Compatible with_SmartGov) Đ Cloud-based (allows third party integrations with the Bluebeam Studio API), additional Bluebeam cost_ Bluebeam Studio_(Not Compatible with_SmartGov) Đ Cloud-based, included with the Bluebeam Revu user license at no additional Bluebeam cost_ Bluebeam Studio Enterprise_(Not Compatible with_SmartGov)_Đ On-Premises__ Bluebeam Revu is the client-side software that provides the tools necessary to review and mark up documents._This software must be installed on each client computer that will be used to perform review and mark up tasks._Revu is available in the following editions:_ Revu Standard (Compatible with_SmartGov) Đ Standard tool set_ Revu CAD_(Compatible with_SmartGov)_Đ Includes_all of_the standard tools, along with plugins for 2D and 3D PDF creation_ Revu_eXtreme_(Compatible with_SmartGov)_Đ Includes_all of_the standard tools and CAD plugins, with additional features like Optical Character Recognition (OCR) and batch processes._ The Revu user license includes access to Bluebeam Studio, but Bluebeam Studio is not sufficient for integration with_SmartGov. Each_SmartGov_user that will be checking projects in and out of Bluebeam or performing review and mark up tasks must also be a member of the Bluebeam Studio Prime account._

Solution	Description
BlueBeam Connector Configuration	Assist Subscriber in configuring Bluebeam connection. Testing connection with Subscriber. Training provided on SmartGov check-out and check-in process only. The service and subscription for this connector does NOT include a subscription to Bluebeam or training on how to install or use the Bluebeam software. Subscriber is responsible for providing an active subscription to Bluebeam Studio Prime with REVU 21 to use the SmartGov Bluebeam Connector. Each user that will be checking permits out to Bluebeam from SmartGov or accessing the submittal documents from SmartGov for review in Bluebeam will need to be a member of the Studio Prime account. Bluebeam Software is comprised of a document management component, known as Studio, and a client-side application, Revu. Each component has three (3) editions with various features. Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction. It is available in the following editions: Bluebeam Studio Prime (Compatible with SmartGov) – Cloud-based (allows third party integrations with the Bluebeam Studio API), additional Bluebeam cost Bluebeam Studio (Not Compatible with SmartGov) – Cloud-based, included with the Bluebeam Revu user license at no additional Bluebeam cost Bluebeam Studio Enterprise (Not Compatible with SmartGov) – On-Premises Bluebeam Revu is the client-side software that provides the tools necessary to review and mark up documents. This software must be installed on each client computer that will be used to perform review and mark up tasks. Revu is available in the following editions: Revu Standard (Compatible with SmartGov) – Standard tool set Revu CAD (Compatible with SmartGov) – Includes all of the standard tools, along with plugins for 2D and 3D PDF creation Revu eXtreme (Compatible with SmartGov) – Includes all of the standard tools and CAD plugins, with additional features like Optical Character Recognition (OCR) and batch processes. The Revu user license includes access to Bluebeam Studio, but Bluebeam Studio is not sufficient for integration with SmartGov. Each SmartGov user that will be checking projects in and out of Bluebeam or performing review and mark up tasks must also be a member of the Bluebeam Studio Prime

Solution	Description
	account.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-369932 dated 31 Jul 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Clarkston, GA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-369932 dated 31 Jul 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Clarkston, GA	
Signature:	
Name:	
Title:	
Date:	

Approved as to form:

Stephen Quinn
Stephen G. Quinn
City Attorney

Master Subscription Agreement
US/Canada

This Master Subscription Agreement ("**Agreement**") is effective as of the date last signed below (**"Effective Date"**) between Client ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients residing in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients residing in Canada ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

"Products" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

e) **Non-Appropriation**. Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the Renewal Term for lack of appropriation so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

f) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

g) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees

are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages**. For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Content or data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content

does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services**. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **"Deliverable(s)"** means any computer software, and related written documentation, reports or materials developed by Granicus;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure;

(iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

Client	
ATTN:	
Address:	
Phone:	
Email:	

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

l) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

m) **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

n) **Discrimination and Harassment Prohibited**. Each Party will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client

is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.

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Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 21, 2024

Mr. Mark Hynes
Chief Executive Officer
Granicus, LLC
408 St Peter St, Suite 600
Saint Paul, Minnesota 55102

Sent via email to: contracts@granicus.com

Re: Renewal of Region 14 ESC Contract **#01-115, Software and SaaS Solutions**

Dear Mr. Hynes:

Region 14 Education Service Center is pleased to announce it is renewing contract **#01-115, Software and SaaS Solutions** for the period January 1, 2025 through December 31, 2025, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

DocuSigned by:
Emily Jeffrey
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer