



CITY COUNCIL WORK SESSION

Beverly H. Burks –Mayor

Awet Eyasu

Laura Hopkins

Jamie Carroll

Debra Johnson

Ahmed Hassan

Mark W. Perkins

Robin Gomez – City Manager

AGENDA

Tuesday, May 25, 2021 7:00PM

A. ROLL CALL

B. WORK SESSION - RESIDENT COMMENT POLICY

Any member of the public may address questions or comments to the 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.

C. PRESENTATION/ ADMINISTRATIVE BUSINESS NEW BUSINESS

D. OLD BUSINESS

D1) Second Read: Amend the City Charter to modernize certain provisions; to Amend Article IV of the Charter Regarding Budgeting, Appropriations and Auditing; to Repeal Conflicting Provisions

D2) Adopt a City-wide Litter Control Ordinance

D3) Approve Parking Lot Lease Agreement with the Clarkston United Methodist Church

E. NEW BUSINESS

E1) Discuss 2021 Proposed Advertised Millage Rate

E2) Discuss Adopting City Animal Control ordinance

E3) Discuss Council Standing Advisory Committee Assignments

E4) ARPA Funding

E5) Installation of Solar Panels at Milam Park

E6) Installation of Electric Charging Stations

E7) City well (water well) at Forty Oaks Nature preserve

E8) Creation of a complete unified survey of all land parcels comprising Friendship Forest

E9) Pollinator garden at Friendship Forest

E10) Interpretive Signage at Friendship Forest

E11) discussion City Arborist position

E12) discussion park ranger.

E13) Juneteenth Day Proclamation

E14) World Refugee Day Proclamation

E15) LGBTQ Month Proclamation

E16) DeKalb Regional Land Bank

F. EXECUTIVES SESSION

Discuss A Legal Matter

G. ADJOURNMENT

CITY OF CLARKSTON

ITEM NO: D1

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Charter Change

MEETING DATE: May 25, 2021

SUBJECT: Second Read: Amend the City Charter to Modernize Certain Provisions; to Amend Article IV of the Charter Regarding Budgeting, Appropriations and Auditing; to Repeal Conflicting Provisions

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

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

PURPOSE: Council to consider approving the accompanying Charter Amendment Ordinances that captures recommended changes provided by the Charter Review Committee.

Proposed changes include expanding the city manager's duties to add proposing personnel rules (302 (d)(9)); specifying that municipal court has the authority to enforce the city's nuisance abatement ordinance (3.06 (h)); amending the oath of office to delete "So help me God." (3.11); enhancing fiscal administration through the requirement for a city manager's budget message and procedures for amending appropriations (4.02); and enhancing the audit function by specifying the use of a certified public accounting firm, expanding the review of the audit report and making the report available to the public (4.05).

Amendments to the charter requires two votes. Proposed changes to the charter must be advertised for three consecutive weeks within 60 days prior to the second vote.

RECOMMENDATION:

Staff has no recommendation.

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND THE CITY CHARTER TO MODERNIZE CERTAIN PROVISIONS; TO AMEND ARTICLE IV OF THE CHARTER REGARDING BUDGETING, APPROPRIATIONS AND AUDITING; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City Council empowered a Charter Review Committee to review the Charter for any provisions that might be confusing or out of date, as well as to recommend changes to the document that could strengthen the administration of City business; and

WHEREAS, the Charter Review Committee has recommended amending certain provisions of the Charter, particularly concerning financial administration, and the City Council desires to enact these changes; and

WHEREAS, the City is authorized to amend its Charter pursuant to its home rule powers as set forth in O.C.G.A. § 36-35-3.

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

SECTION 1. City Charter Section 3.02 is hereby amended to re-designate existing subsection 3.02(d)(9) as new subsection 3.02(d)(10) and to adopt new subsection 3.02(d)(9), which shall read as follows:

“(9) Establish personnel rules, ensure that all employees are aware of such rules and enforce such rules, all pursuant to Chapter 14 of the City Code.”

SECTION 2. City Charter Section 3.06 is hereby amended to add new subsection (h), which shall read as follows:

“(h) The Municipal Court shall have the authority to hear nuisance abatement actions and enforce Clarkston’s nuisance abatement ordinance.”

SECTION 3. City Charter Section 3.11 is hereby deleted and replaced with the following language:

“Sec. 3.11. - Oath of office.

Before a person takes any office in the city government, he or she shall take before an officer of this state authorized to administer oaths the following oath or affirmation:

“I solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Georgia; that I will in all respects observe the provisions of the charter and ordinances of the City of Clarkston, and that I will faithfully discharge the duties of the office of_____.””

SECTION 4. The existing text of Charter Section 4.02 is hereby deleted and replaced with the following text:

“Sec. 4.02. - City manager to submit annual budget, including a budget message; procedures for appropriation amendments.

(1) On or before a date fixed by the city council, but not later than forty-five (45) days prior to the beginning of each fiscal year, the city manager shall submit to the city council a proposed budget for the next fiscal year, showing separately for the general fund, each utility, and each other fund the following: (i) revenues and expenditures during the preceding fiscal year, (ii) appropriations and estimated revenues and expenditures for the current fiscal year, (iii) estimated revenues and recommended expenditures for the next fiscal year, (iv) a comparative statement of the assets, liabilities, reserves, and surplus at the end of the preceding year and estimated assets, liabilities, reserves, and surplus at the end of the current fiscal year, and (v) such other information and data as may be considered necessary by the city manager or requested by the city council.

(2) ***Budget Message***

The City Manager’s message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the city for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in fiscal policies, expenditures, and revenues together with the reasons for such changes, summarize the city’s debt position and include such other material as the City Manager deems desirable.

(3) ***Amendments After Adoption***

- (a) *Supplemental Appropriations.* If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the city council by ordinance may make supplemental appropriations for the year up to the amount of such excess.
- (b) *Emergency Appropriations.* To meet a public emergency affecting life, health, property or the public peace, the city council may make emergency appropriations. Such appropriations may be made by emergency ordinance. To the extent that there are no available unappropriated revenues to meet such appropriations, the city council may by such emergency ordinance authorize the issuance of emergency notes which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

- (c) *Reduction of Appropriations.* If at any time during the fiscal year it appears probable to the city manager that the revenues available will be insufficient to meet the amount appropriated, the city manager shall report to city council without delay, indicating the estimated amount of the deficit, any remedial action taken by the city manager and recommendations as to any other steps to be taken. The city council shall then take such further action as it deems necessary to prevent or minimize any deficit, and for that purpose it may by ordinance reduce one or more appropriations.
- (d) *Transfer of Appropriations.* At any time during the fiscal year the city manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon written request by the city manager the city council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.
- (e) *Limitations; Effective Date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated, or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations, and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

SECTION 5. City Charter Section 4.05 is hereby deleted and replaced with the following language:

“Sec. 4.05. - Annual audit.

The city council shall engage, pursuant to an annual contract, a certified public accountant or accounting firm to make an annual audit of all financial books and records of the city in compliance with the requirements of State general law. A report setting forth the findings of such annual audit shall be filed with the city clerk and presented to the mayor, council members and city manager at a time established by the contract by which the auditor is engaged. The audit shall be made available to the public.”

SECTION 6. This Ordinance is intended to be severable. If any section, subsection, paragraph, sentence or word of this Ordinance is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence or word of this Ordinance irrespective of the invalidity of any other section, subsection, paragraph, sentence or word.

SECTION 7. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. This Ordinance shall become effective immediately upon its final adoption by the City Council at the second of two consecutive regular meetings.

SO ORDAINED, this ____ day of _____, 2021.

SO ORDAINED, this ____ day of _____, 2021.

ATTEST:

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

By _____
Tracy Ashby, City Clerk

Beverly Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: D2

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Adopt Ordinance

MEETING DATE: MAY 25, 2021

SUBJECT: Adopt a City-wide Litter Control Ordinance

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ
PHONE NUMBER: 678-409-9683

PURPOSE:

Review/Discuss a proposed City-wide litter control ordinance to protect the public health, safety, environment, and general welfare through the regulation and prevention of litter.

NEED/IMPACT:

To continue to promote a clean, litter-free, beautiful City combined with a request resulting from an audit by the Metropolitan North Georgia Water Planning District, the City is desirous to consolidate various litter control sections in the current City Code of Ordinances in various chapters (5, 10, 12, 19) into one comprehensive new Section 23. Specifically, the ordinance will:

1. Provide for uniform prohibition of any and all littering on public and private property.
2. Prevent the desecration of the beauty and quality of life of the City of Clarkston and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

In general, the proposed ordinance provides for numerous provisions including:

1. General provision – purpose, intent, applicability
2. Definitions of litter and public/private property
3. Prohibition of littering in public and private areas
4. Regulations/safeguards on the transport of waste, trash, junk, etc., by people and haulers
5. Regulations governing animal waste
6. Enforcement and violations

A full copy of the proposed new Ordinance, Section 23 language/narrative is listed below.

The below table identifies existing City Code sections and either revised language or their new location in Section 23:

CURRENT CODE SECTION	NEW SECTION IN LITTER ORDINANCE
Remove language "Article II" in section 10-1 – (7)	Replace with "Chapter 23 Ordinance"
Remove section 10-10 (Transport)	Article 4
Remove section 10-11 – (b)	Article 3, Section 23-6
Remove Section 10-13	Add to new ordinance under Article V
Remove section 10-12 – (d) (2)	NA
Modify section 5-37	Add "and Litter Control Ordinance" after city code
Modify 19-53	Add "to be in violation of Chapter 23 of this Code" after " <i>any person</i> "
Remove all of 12-52	Incorporated into various sections

CHAPTER 23

LITTER CONTROL ORDINANCE

ARTICLE I. GENERAL PROVISIONS

SECTION 23-1 Purpose and Intent

The purpose of this ordinance is to protect the public health, safety, environment, and general welfare through the regulation and prevention of litter. The objectives of this ordinance are:

- (1) Provide for uniform prohibition throughout the City of Clarkston of any and all littering on public or private property; and,
- (2) Prevent the desecration of the beauty and quality of life of the City of Clarkston and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

SECTION 23-2 Applicability

This ordinance shall apply to all public and private property within the City of Clarkston.

SECTION 23-3 Compatibility with Other Regulations

This ordinance is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

SECTION 23-4 Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance.

ARTICLE II. DEFINITIONS

“**Litter**” means any organic or inorganic waste material, rubbish, refuse, garbage, trash, peelings, debris, grass, weeds, ashes, sand, gravel, slag, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A.,

§16-7-51, paragraph 6.

“**Public or private property**” means the right of way of any road or highway; any body of water or watercourse; any park, playground, building, refuge, or conservation or recreation area; timberlands or forests; and residential, commercial or industrial properties.

ARTICLE III. PROHIBITION AGAINST WASTE DISPOSAL AND LITTERING IN PUBLIC OR PRIVATE PROPERTY OR WATERS

Section 23-5 Littering in Public

It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in City of Clarkston or any waters in City of Clarkston unless:

- (1) The property is designated by the State or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
- (2) The litter is placed into a receptacle or container installed on such property; or,
- (3) The person is the owner or tenant in lawful possession of such property, or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.

Section 23-6 Waste and disposal thereof

- (1) It shall be unlawful to set fire to any leaves, rubbish, or trash of any kind anywhere in the city, in accordance with the provisions of [section 9-12](#) of this Code.
- (2) It shall be unlawful for any person to deposit offal or dead animals at any place within the city
- (3) It shall be unlawful to sweep or push litter from sidewalks into the streets. Such litter shall be deposited in a proper receptacle which shall be covered to prevent scattering by wind and animal.
- (4) It shall be unlawful for any person to use the streets, sidewalks or gutters as means of drainage to carry off any used and dirty water or other liquid substances that are damaging to the environment from kitchen or elsewhere into any streets of the city.

ARTICLE IV. TRANSPORT OF WASTE, TRASH, JUNK AND OTHER MATERIAL

No person including city refuse collectors or municipal solid waste contractors shall haul or transport for any distance, any load including but not limited to dirt, soil, sand, rubbish, or other material unless the load is adequately secured to prevent the material from dropping, shifting, leaking or being blown off due to transportation of such load onto the roadway. The operator or owner of the offending vehicle shall be personally responsible for any violation of this section.

ARTICLE V. ANIMAL WASTE IN PUBLIC AREAS AND COMMON AREAS OF MULTIFAMILY DWELLINGS

- (1) It shall be unlawful for the owner or custodian of any animal to allow waste from such animal to be deposited or remain on the ground of any public area within City owned property or common area of a multifamily dwelling. Any such waste shall be cleaned up and removed by the owner or custodian of such animal.
- (2) In the event that the owner or custodian of any animal cannot be identified, the management of any multifamily dwelling where animal waste is found in a common area shall be responsible for the removal of such waste and shall keep common areas free and clear of all animal waste.

ARTICLE VI. VIOLATIONS, ENFORCEMENT AND PENALTIES

Section 23-7 Enforcement

- (1) The Director of Public Works and the Code Enforcement/Compliance Officer are hereby empowered to issue citations to persons violating the provisions of this section. Additionally, all Clarkston duly sworn police officers of the City are hereby empowered to issue citations to, or to arrest, persons violating the provisions of this section, and may serve execute all warrants, and other processes, issued by the court in enforcing the provisions of said section. In addition, mailing by certified mail of such process to his last known place of residence shall be deemed as personal service upon the person charged.
- (2) Whenever any person is arrested for a violation of this section, the arresting officer shall take the name and address of such person and issue a complaint, summons or otherwise notify him in writing to appear at a time and place specified in such complaint or notice. Said offenses shall be

tried in the Municipal Court and shall be subject to the fines and/or imprisonment upon conviction as set forth in [section 1-7](#) of this Code of Ordinances.

Section 23-8 Violations

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law.

Section 23-9 Evidence

- (1) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, or other conveyance in violation of this ordinance, it shall be prima facie evidence that the operator of the conveyance has violated this ordinance.
- (2) Except as provided in subsection (1), whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this ordinance is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writing which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this ordinance.

Section 23-10 Penalties

Any person who violates this ordinance shall be guilty of a violation and, upon conviction thereof, shall be punished as follows:

- (1) By a fine of not less than \$250 and not more than \$1,000; and
- (2) In addition to the fine set out in subsection 1 above, the violator shall reimburse the City of Clarkston for the reasonable cost of removing the litter when the litter is or is ordered removed by the City of Clarkston;
- (3)
 - a) In the sound discretion of the court, the person may be directed to pick up and remove from any public street or highway or public right-of way within the City limits any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or
 - b) In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence; and,
- (4) The court may publish the names of persons convicted of violating this ordinance.

CITY OF CLARKSTON

ITEM NO: D3

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve Lease

MEETING DATE: MAY 25, 2021

SUBJECT: Approve Parking Lot Lease Agreement with the Clarkston United Methodist Church

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ
PHONE NUMBER: 678.409.9683

PURPOSE:

Review/Discuss a proposed lease agreement between the Clarkston United Methodist Church and the City of Clarkston of a parking lot located at 1019 Rowland St, owned by the Church.

NEED/IMPACT:

The City of Clarkston originally approved an annual (and renewable) parking lot lease effective Mach 29, 2011, with the Clarkston United Methodist Church for the City's use of the Church parking lot located at 1019 Rowland St. The lease has continued since then with at least one significant change that altered an annual \$600 lease payment from the City to the Church to a monthly payment (approximately \$134.57 monthly) for the Church's use of a trash/solid waste disposal container (arrangement continues at present). The lease has allowed for additional and overflow parking needs by the City for meetings and events held mainly at Clarkston City Hall and the Clarkston Woman's Club (both located diagonally and across the street from the referenced parking lot).

It is the City's desire to continue a lease arrangement with the following main terms/specifics:

1. Length of lease - Annual lease to renew automatically for thirty (30) consecutive one-year terms.
2. Rent – no daily, weekly, monthly, or annual lease payment – City will pay monthly trash/solid waste container (8 yard size) fee, currently \$134.57, and any subsequent increases or decreases in said fee
3. Parking Lot Improvements, valued at \$146,702 - Pave and construct two driveways in the Methodist Parking Lot, including drainage improvements on city right-of-way along Rogers Street, more specifically:
 - Mill existing asphalt and re-compact millings in-place
 - Resurface with 3 inches of asphalt
 - Restripe parking lot after paving; existing parking stalls - 59; new parking stalls – 60
 - Remove asphalt between Friends of Refugee house and NAMB parking lot and grass
 - Add dumpster pad and wooden enclosure with gate. Dumpster pad to be placed behind house
 - Add 2 defined driveways onto Rogers Street – 30 feet wide each

- Add concrete curb along south end of parking lot to direct water to new drainage structures
- Add water quality device in church parking lot to address stormwater runoff quality issues
- Reconstruct existing storm lines on city ROW to address long history of flooding at houses on south side of Rogers Street
- Replace one existing dirt driveway with a concrete apron

Enclosed is the entire proposed lease agreement.

PARKING LOT LEASE

This Parking Lot lease ("Lease") made and entered into this _____ day of _____, 2021 ("Commencement Date") by and between CLARKSTON UNITED METHODIST CHURCH, INC., a Georgia non-profit corporation ("Landlord"), having its principal place of businesses at 3919 Church St, Clarkston, Georgia 30021, and THE CITY OF CLARKSTON, GEORGIA, a Georgia municipal corporation ("Tenant"), having its principal place of business at 1055 Rowland St, Clarkston, Georgia 30021:

WITNESSETH

WHEREAS, Landlord is the owner of certain real property located in the City of Clarkston, DeKalb County, Georgia, known as 1019 Rowland Street, Clarkston, Georgia, 30021 ("the Property"); and

WHEREAS, the Property is used by the Landlord as a parking lot and for a number of years has been used by Tenant to accommodate additional and overflow parking needs for City of Clarkston meetings and events mainly held at Clarkston City Hall and the Clarkston Woman's Club; and

WHEREAS, the Landlord and the Tenant desire to formalize this arrangement by entering into this Lease for the Property;

NOW, THEREFORE, for and in consideration of the mutual promises described and contained herein and other good and valuable consideration, the City of Clarkston and the Clarkston United Methodist Church hereby agree as follows:

- 1) **TERM**. The term of this Lease shall commence on the date hereof (the Commencement Date) and shall continue for thirty consecutive one-year terms. The Lease shall renew automatically each year for one-year terms upon the anniversary of the Commencement Date (the "Renewable Date") unless Tenant shall terminate this Lease thirty days prior to the annual Renewal Date by giving notice pursuant to Section 8.
- 2) **RENT**. In lieu of a daily, weekly, monthly, or annual rental payment, the Tenant shall pay the monthly solid waste disposal fee for the Landlord's 8-yard solid waste disposal container, currently used by the Landlord for all their solid waste disposal and periodically also used by the Tenant for miscellaneous solid waste collected on and around the property. Currently said monthly costs equal: \$134.57, for the weekly disposal of the 8-yard container (see EXHIBIT A). Tenant shall continue to make this monthly payment including any reasonable increases or decreases to said monthly payment for the duration of this lease and subsequent renewals unless agreed to in writing by both parties.
- 3) **PARKING LOT IMPROVEMENTS**. Prior to December 31, 2021, the Tenant shall make the following improvements to the Landlord's real property with an estimated value of \$146,702, costs to be borne solely by the Tenant (see EXHIBIT B for site plan of proposed improvements):

Mill/Pave and construct two driveways in the Methodist Parking Lot, including drainage improvements on city right-of-way along Rogers Street

1. Mill existing asphalt and re-compact millings in-place

- 9) **TIME OF THE ESSENCE.** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.
- 10) **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto with respect to the leasing of the Property, and Tenant acknowledges that Landlord and Landlord’s agents have made no representations, warranties, or promises with respect to the Property except as herein expressly set forth. This Lease may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- 11) **LEASE TO RUN WITH LAND; RECORDING OF MEMORANDUM.** This Lease shall run with the land and bind any successor(s) in interest to Landlord. Simultaneously with the execution and delivery of this Lease, the parties shall execute and record (to be recorded at Tenant’s expense) a memorandum of this lease that is substantially in the form of the document attached hereto as EXHIBIT C.

SO AGREED, upon the date first written above.

CLARKSTON UNITED METHODIST CHURCH

, Trustee

Date: _____

CITY OF CLARKSTON

BEVERLY H BURKS, CLARKSTON MAYOR

Date: _____

ATTEST:

Tracy Ashby, City Clerk

Date: _____

APPROVED AS TO FORM:

Stephen Quinn

Stephen G Quinn, City Attorney

Date: _____

EXHIBIT A



INVOICE

Page 1 of 2

Customer ID: 14-34630-93009
Customer Name: CLARKSTON UNITED METHODIST CHURCH
Service Period: 01/01/21-01/31/21
Invoice Date: 12/21/2020
Invoice Number: 5653102-1376-6

How To Contact Us	Your Payment Is Due	Your Total Due
<p>Visit wm.com</p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p> <p>Customer Service: (866) 319-5397</p>	<p>Due Upon Receipt</p> <p>If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.</p>	<p>\$134.57</p>

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
134.57		(134.57)		0.00		134.57		134.57

DETAILS OF SERVICE				
Details for Service Location: Clarkston United Methodist Church, 3919 Church St, Clarkston GA 30021-1711			Customer ID: 14-34630-93009	
Description	Date	Ticket	Quantity	Amount
B Yard Dumpster Service	01/01/21		1.00	134.57
Total Current Charges				134.57

COMPLETED

JAN 4 2021

BY: *M. Smith* 540-5920-40-522110

----- Please detach and send the lower portion with payment --- (no cash or staples) -----

WM
 WASTE MANAGEMENT
 GEORGIA WASTE SYSTEMS, INC.
 PO BOX 42930
 PHOENIX, AZ 85080
 (866) 319-5397
 (877) 446-1079 FAX

Invoice Date	Invoice Number	Customer ID <i>(Include with your payment)</i>
12/21/2020	5653102-1376-6	14-34630-93009
Payment Terms	Total Due	Amount
Due Upon Receipt	\$134.57	

1376000143463093009056531020000001345700000013457 2

000137501AV 0.306 **AUTO TR 1 7336 30021-262655 <04>P01376-01
 CLARKSTON UNITED METHODIST CHURCH
 1055 ROWLAND ST
 C/O CITY OF CLARKSTON ACCTS PAYABLE
 CLARKSTON GA 30021-2626

02090002



Remit To:

WM CORPORATE SERVICES, INC.
 AS PAYMENT AGENT
 PO BOX 4648
 CAROL STREAM, IL 60197-4648

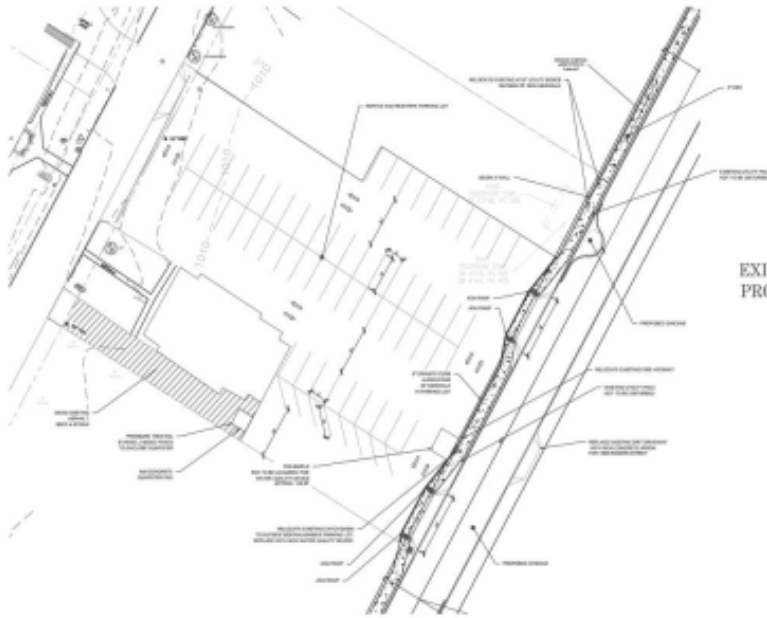
THINK GREEN:



376-0131053-1376-2

EXHIBIT B

METHODIST CHURCH PARKING LOT



EXISTING PARKING: 59 SPACES
PROPOSED SPACES: 60 SPACES

COLLABORATIVE
INFRASTRUCTURE
SERVICES

CUSTOMIZED CIVIL
ENGINEERING
SOLUTIONS

S P L O S T 0 4 B + C
PEDESTRIAN ENHANCEMENTS
ROGERS STREET, ROWLAND STREET, AND
METHODIST CHURCH PARKING LOT

DRAWING DATE:
03/09/2021

REVISIONS:

NO.	DESCRIPTION



SCALE: 1" = 30'
C5

EXHIBIT C

AFTER RECORDING RETURN TO:

Stephen G. Quinn
Wilson, Morton & Downs, LLC
125 Clairemont Avenue
Suite 420
Decatur, GA 30030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM LEASE

THIS SHORT FORM LEASE (this "Short Form Lease") is made and entered into this ____ day of _____, 2021, by and between **CLARKSTON UNITED METHODIST CHURCH, INC.**, a Georgia non-profit corporation ("Landlord") and **THE CITY OF CLARKSTON, GEORGIA**, a Georgia municipal corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated _____, 2021 (as the same may be amended, collectively, the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease in the records of the Superior Court of DeKalb County, Georgia, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained in the Lease, Landlord and Tenant hereby agree as follows:

1. Premises. Landlord has leased to Tenant, upon and subject to the terms, conditions, covenants and provisions of the Lease, the property known as **1019 Rowland Street, Clarkston, Georgia, 30021** said land being more particularly described on Exhibit "A" attached hereto (the "Premises").

2. Use of Premises. The Lease provides that Tenant shall have the non-exclusive right to use the Premises for parking vehicles.

3. Term; Extension Terms. The initial term of the Lease is for one year. Tennant has the right to renew the Lease for thirty (30) additional one-year terms, and it shall automatically renew unless terminated.

4. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

5. Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the records of the Superior Court of DeKalb County, Georgia.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

"LANDLORD"

**CLARKSTON UNITED METHODIST CHURCH,
INC.**
a Georgia nonprofit company

Witness

Notary Public

By: _____
Name: _____
Title: _____

Commission Data: _____

(NOTARIAL SEAL)

Signed, sealed and delivered
in the presence of:

"TENANT"

CITY OF CLARKSTON, GEORGIA
a Georgia municipal corporation

Witness

By: _____
Beverly Burks, Mayor

Notary Public

Commission Data: _____

(NOTARIAL SEAL)

CITY OF CLARKSTON

ITEM NO: E1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
DISCUSSION

MEETING DATE: May 25, 2021

SUBJECT: Discuss Fiscal Year 2021 Proposed Advertised Millage Rate

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Robin I. Gomez
PHONE NUMBER: 678.409.9683

PURPOSE:

To Set the 2021 Advertised Millage (Tax) Rate.

NEED/ IMPACT:

The City of Clarkston will receive the first Valuation Report from DeKalb County in preparation for the Fiscal Year (FY) 2021 millage (tax) adoption process on May 24, 2021. Clarkston Council will be provided an analysis of the 2021 Net Tax Digest, the calculated millage rollback rate, and the recommended advertising millage rate at the May 25th Council Work Session.

DeKalb County has requested that our final adopted millage rate be concluded before July 2, 2021. The Council must vote to set a proposed advertised millage rate at the June 1, 2021 Council Meeting. This is the millage rate that will be advertised for public information. The proposed millage is not necessarily the same rate the Council will eventually adopt. The final adopted millage rate may be the same as the proposed (advertised) rate or lower than the proposed rate. The final millage rate adopted by the City Council may not be greater than the proposed (advertised) millage rate.

The Council must hold three public hearings if the proposed millage rate is greater than the millage rollback rate. The purpose of the meetings is to take public comment on the millage rate for consideration of the final adopted rate. There must be 5 days between the public hearings. Two meetings can be held on the same day with one starting prior to noon and one meeting must start between 6-7pm. The following represents the Clarkston millage rate history back to Fiscal Year (FY) 2010:

FY	MILLAGE
2010	11.313
2011	14.00
2012	17.95
2013	17.95
2014	21.11
2015	17.11

2016	15.89
2017	15.89
2018	15.89
2019	15.89
2020	15.89
2021	15.89 PROPOSED

At the Dec 1, 2020, Council Meeting, the Clarkston City Council adopted the FY 2021 General Fund budget (Total: \$6,790,423, property tax: \$3,351,801), that included the same proposed millage rate of 15.89 for the sixth (6th) consecutive year.

Value of 1 mill:	2019 - \$175,107	2020 - \$ 186,630
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Tax Digest increases:	2018 to 2019: 24%	2019 to 2020: 5.5%
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RECOMMENDATION:

Staff will make recommendations for setting the 2020 Advertised Millage Rate at the May 25, 2020 Work Session. If a rate higher than the calculated rollback rate is proposed, then the City will hold 2 two Public Hearings on Tuesday, June 22 at 10AM and 6:30PM. The third and final public hearing will be held in conjunction with the June 29th Council Meeting.

CITY OF CLARKSTON
CLARKSTON CITY COUNCIL MEETING

ITEM NO: E2

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

MEETING DATE: MAY 25, 2021

ACTION TYPE:
Adopt Ordinance

SUBJECT: Adopt a City-wide Animal Control Ordinance

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ

PHONE NUMBER: 678-409-9683

PURPOSE:

Review/Discuss a proposed City-wide animal control ordinance to protect the public health, safety, environment, and general welfare of all domesticated animals and to provide for responsible ownership of all typical household pets.

NEED/IMPACT:

The City has utilized the DeKalb County animal control county ordinance that incorporates many useful areas regarding animal control guidelines including owner's responsibilities. To continue to ensure the proper and safe regulation of domesticated animals including the responsibilities required of all pet owners/custodians it is more advantageous for the City to have its own Animal Control ordinance that solely and specifically applies to the limits of the City of Clarkston. Consequently, the below are revisions and additions to City Code, Chapter 10 – Health and Sanitation, Article V, Animal Control.

In general, the proposed ordinance provides for numerous provisions including:

1. Removing and replacing Sec 10-40 – Adoption of the Dekalb County Animal Code with the below new sections 10.40 – 10.48.
2. Definitions and violations
3. General Responsibilities of Owners – proper care, restraint, and other provisions to ensure safety
4. Processes to prevent and identify Animal Cruelty, dangerous or vicious animals and any necessary remediation
5. Vaccinations of dogs and cats
6. General enforcement including penalties for non-compliance
7. City designation as a bird sanctuary

8. City's participation in Community Cats Programs that encourage trap-neuter-release of feral/cat colonies

A full copy of the proposed new Ordinance, Article V, Sections 10.40-48 language/narrative is listed below.

~~**Sec. 10-40. Adoption of the DeKalb County Animal Code.**~~

~~The DeKalb County Animal Code, sections 5-1—5-20 of the Code of DeKalb County, Georgia, is hereby adopted as the animal control regulations of the city, with like effect as if fully set out herein.~~

~~{Ord. No. 274, § 1, 9-2-03}~~

ARTICLE V. – ANIMAL CONTROL

Sec. 10-40. Definitions.

For the purposes of this section, certain terms and words are hereby defined. As used in this chapter, unless the context otherwise indicates, the following words and terms shall have the meaning ascribed to them:

Abandonment, abandoned animal means the intentional or complete forsaking of any domesticated animal by its owner, without making reasonable arrangements for the adequate care and custody of the animal to be assumed by another person or the failure to return and resume responsibility of an animal at the designated time as arranged with the care giver. Abandonment also means the act of placing a domesticated animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian, or tenant of the private property. A domesticated animal shall also be considered abandoned when it has been unattended and without adequate and proper food and water for a period more than thirty-six (36) hours, regardless of where such animal may be found or kept.

Abused animal means any animal which is mistreated, beaten, tormented or teased, or is deprived of water, food or shelter, or is kept under unsanitary conditions, or is abandoned, or is trained for fighting other animals.

Adequate care means exhibiting attention to the needs of an animal, including but not limited to, the provision of food, water, shelter, sanitary, safe, and healthy conditions, and adequate and timely veterinary medical attention necessary to maintain good health for the specific age, size, species, and breed of animal or to prevent suffering.

Adequate food means sufficient quantity of non-contaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age and health of the animal, or at the direction of a licensed veterinarian; which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid, or contaminated food is not adequate food.

Adequate shelter means a protective covering for a domestic animal that provides adequate space and protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four (4) sides, a constructed floor, and a roof with a door opening. It should also be clean, dry, and compatible with current weather conditions, in addition to age, size, species and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down, and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying, such as hay or pine straw, must be provided to maintain comfortable temperatures within the structure during times when the ambient, outside temperature is below thirty-two (32) degrees Fahrenheit. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and/or window openings during the months of December through March or when the ambient, outside temperature is below thirty-two (32) degrees Fahrenheit. From April through November, the structure

shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two (2) inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

Adequate water means clean, fresh, potable water sufficient to prevent dehydration and properly sustain health presented in a clean dish, free from contamination. Examples of inadequate water include, but are not limited to, snow, ice, and rancid/contaminated water.

Animal means every living vertebrate except a human being.

Animal at large means any animal not on restraint or moving without physical restraint and not on its owner's property.

Animal enforcement officer means any person authorized by the governing authority or by law to enforce the provisions of this chapter.

Animal service center means the facility designated by the governing authority for the detention of animals in the county and includes the animal control center facility identified by/in DeKalb County Government.

Animal under restraint means any animal humanely secured by a leash or led or enclosed by way of fence or other enclosure or the animal is confined within a vehicle, parked or in motion.

Classified animal means any animal that has been classified as either a dangerous or vicious animal pursuant to this chapter or comparably classified by the State of Georgia, or by any court, hearing officer, or authorized government agency of any other state, county, or municipality.

Classified animal pen means a padlocked pen, as that term is defined in this chapter, made entirely of industrial gauge fencing with a door or gate equipped with a working lock. The classified animal pen must contain adequate shelter, as that term is defined in this chapter, but must also contain a minimum one hundred (100) square foot area outside the adequate shelter.

Community cat means an unowned, free-roaming cat that has been marked by surgical ear-tip pursuant to the community cat program.

Community cat program means a comprehensive process whereby unowned free-roaming cats are captured humanely, transported to a veterinarian for evaluation, spay/neuter surgery, rabies vaccination and marking by surgical ear-tip, and returned to the area or location where the cat was captured.

Cruelty means causing death or unjustifiable pain or suffering to any animal by an act, omission, or neglect. Cruelty also includes transporting an unrestrained animal in an open-air vehicle or in the trunk of any vehicle, or leaving an animal unattended in a closed vehicle without proper ventilation or temperature control where the outside air temperature is seventy (70) degrees Fahrenheit or above. Cruelty also means allowing or causing any animal to train for or engage in an animal fight operated for sport, entertainment or gaming purposes. Routine medical procedures by a licensed veterinarian shall not be regarded as cruelty.

Dangerous animal means any animal that, according to the records of an appropriate authority:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury, provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify an animal as dangerous;
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the animal poses an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by an animal shall not be sufficient to classify an animal as dangerous; or
- (3) While off the owner's property, kills a pet animal; provided that no animal shall be classified as dangerous when the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Exceptions: An animal shall not be deemed dangerous if:

- (1) It bites, attacks or menaces:
 - a. Anyone assaulting the owner;
 - b. A trespasser on the property of the owner;
 - c. Any person or other animal which has tormented or abused it;
 - d. Where the animal is otherwise acting in defense of an attack from a person or other animal upon the owner or other person;
 - e. Where the animal is protecting or defending its young or another animal; or
 - f. Where a dog is being used by a law enforcement officer to carry out official law enforcement duties and injures someone.
- (2) It is otherwise acting in defense of an attack from a person or other animal upon the owner or other person; or
- (3) It is protecting or defending its young or other animal.

Domesticated animals means animals that are accustomed to live in or about the habitation of men including, but not limited to, cats, dogs, fowl, swine, domesticated wild animals and/or exotic animals. This definition only applies to those animals mentioned herein and is only applicable to this article, and in no way affects the meaning or application of a definition of the described animal, as may be found in any other city ordinances.

Electronic animal confinement system shall mean a commercially produced, functioning, and professionally installed electronic fence which utilizes an invisible electrically generated perimeter, in which the animal within the perimeter wears an electronic collar that produces an electric shock when the animal approaches or exceeds the perimeter.

Euthanasia means the legal act of putting an animal to death using humane methods, recommended by the American Veterinary Medical Association Panel on Euthanasia, and approved by the Georgia Department of Agriculture, as defined by Georgia law in the Georgia Animal Protection Act, as may hereinafter be amended.

Fence means any structure of wire, wood, stone, or other material, which is of sufficient height and strength to act as a barrier against passage of the animal it is intended to enclose. A fence must be sufficient to prevent the animal from being able to jump, dig, or escape from confinement.

Garbage means all refuse matter/effluent, either animal or vegetable by-product from a restaurant, kitchen, or meat/poultry processing establishment; spoiled/rancid food and refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise, that is normally discarded.

Guard dog means a dog trained to attack persons or other animals independently or upon oral command; or a dog that, while not so trained, is reasonably expected to perform as a guardian of its owner and/or the property upon which the dog is located.

Hazardous animal means an animal that may be harmful to humans or other animals by virtue of its ability to produce poison or, due to its size and feeding habits, could prey on humans as a food source. Hazardous animals include, but are not limited to, pit vipers (genus *Crotalidae*), coral snakes (genus *Micrurus*), poisonous spiders, frogs, large reptiles, Nile monitors, caiman, alligators, crocodiles, and large constricting snakes greater than ten (10) feet in length.

Identification means any tag, tattoo, microchip, or other type of marking that can be used to locate an animal's owner.

Kennel means any establishment, other than an animal shelter, where animals are maintained for boarding, holding, training, or other similar purposes for a fee or compensation.

Law enforcement agency means the City of Clarkston Police Department (CKPD) or any division of the DeKalb County Police Department.

Neglect means endangering an animal's health by failing to provide or arrange to provide the animal with food or drink if the animal is dependent upon a person for the provision of food or drink, or the act of restraining an animal in a manner that endangers the animal's life or health. Other acts considered to be neglect include, but are not limited to:

- (1) Failing to provide adequate care or seek veterinary care for an injury or illness that seriously endangers the life or health of an animal; or
- (2) Leaving an animal outside and exposed to excessive heat or cold without providing the animal with adequate shelter or protection from the heat or cold or exposing an animal to unsanitary conditions.

Open-air vehicle means the cargo area of any pickup truck that is not covered by a permanent attached utility cover or any convertible vehicle with its top down.

Owner means any natural person or any legal entity, including but not limited to a corporation, partnership, firm, or trust, owning, possessing, harboring, keeping, or having custody or control of an animal. In the case of an animal owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor. A cat may be deemed "unowned" if the cat is found on the property of a natural person or legal entity disclaiming ownership of the cat and no traceable form of identification is displayed on the cat.

Pen means a pad locked, fenced area within a perimeter fenced area that has secure sides that are buried two (2) feet into the ground or sunken in concrete and a secure top.

Police Chief means the police chief of the Clarkston Police Department (CKPD) or designee(s).

Potentially dangerous animal means any animal that, without provocation bites or attacks humans or any other animal on public or private property.

Proper enclosure means any structure or device used to restrict an animal to a limited amount of space such as a fenced area, electronic animal confinement system, building, house, pen, or other device or structure out of which an animal cannot climb, dig, jump, or otherwise escape.

Public nuisance means any animal which:

- (1) Is found at large in violation of this article;
- (2) Is unlicensed (unregistered) in violation of this article;
- (3) Is trained, owned or harbored for the purpose, primarily or in part, of dog fighting;
- (4) Is dangerous, as defined, and is not restrained or confined, as provided for in this article;
- (5) Produces, because of quantity, manner or method in which the animals are domesticated or maintained, unsanitary conditions in the city;
- (6) Is inimical to the public health, welfare or safety according to the rules and regulations promulgated by the DeKalb County Board of Health, which rules and regulations are incorporated herein and made a part hereof as if fully set out in this article.

Qualified adoption facilitator, rescue group and animal shelter means an organization offering animals for adoption so long as the organization is licensed as a shelter by the State of Georgia; or if not incorporated in Georgia, is a non-profit organization under section 501(c)(3) of the Internal Revenue Code; and has the express mission/business function of facilitating the sterilization and adoption of homeless and unwanted animals. A copy of the state license or the Internal Revenue Service letter of non-profit designation shall be provided to the county upon request.

Records of an appropriate authority means records of any state, county, or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; or records of any federal or state court.

Severe injury means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or

admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

Spay/neuter certificate means documentation that certifies that the animal listed therein has been sterilized as of the date of surgery.

Sterilized animal means an animal that has been surgically or chemically altered by a licensed veterinarian to render the animal incapable of reproduction.

Stray animal means any animal at large, whether lost by its owner or otherwise, that may be in or on the common areas of apartments, condominiums, trailer parks or other multi-residential premises, any single-family residential property, or any other property or public area without being controlled by a leash, that does not have an identification tag or microchip, and otherwise has no identifiable owner. A community cat shall not be classified as a stray animal, but a cat which has not become a part of the community cat program is a stray animal.

Tethered means an animal attached to a stationary object by a chain, cable, or similar device commonly used for the size and type of animal involved. An animal is not considered tethered when the animal is attached to a stationary object, as long as the owner or custodian is physically within reach of the animal. Any tethering device used to tether an animal must be at least ten (10) feet in length.

Unsanitary conditions mean an animal living space, shelter, or exercise area contaminated by health hazards, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

Veterinary medical attention means care or supervision by a properly licensed practitioner of veterinary medicine as defined by Georgia law, sufficient to maintain an animal in a state of good health and prevent pain and suffering by an animal.

Vicious animal means one (1) that inflicts serious injury on a person, or one (1) that causes serious injury to a person resulting from reasonable attempts to escape the animal's attack.

(Ord. No.)

Sec. 10-41. - Violations.

The city reserves the right to punish any person convicted of a violation of this Animal Code as provided in [section 1-7](#) of the City of Clarkston code.

Sec. 10-42. General responsibilities of owners.

- (a) It shall be the duty of every owner of an animal to take all necessary steps and precautions to protect other people, property, and other animals from injury or damage resulting from such animal's behavior, including, but not limited to, chasing, biting, or otherwise jeopardizing the safety or welfare of the public, regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity.
- (b) If the owner of an animal is a minor, the parent or guardian of such minor shall be responsible to ensure full compliance with the requirements of this chapter.
- (c) It shall be the duty of every owner of an animal to immediately remove excrement deposited by the animal on any street or right-of-way. The provisions of this subsection shall not apply to any animal aiding the handicapped (e.g., guide dog) or to an animal used for law enforcement related activities.
- (d) Owners may not allow any domesticated or other animals within their control to make any vocalizations in violation of the City's noise ordinance.
- (e) It shall be the duty of every owner of an animal to ensure that the animal is kept under restraint, and that precautions are taken to prevent the animal from leaving, while unattended, the real property limits of its owner.

- (f) It shall be the duty of every owner of an animal to ensure that the animal is securely and humanely enclosed within a proper enclosure as a means of primary restraint. Such enclosure must be securely locked at any time the animal is left unattended. When outside the proper enclosure but on the owner's property, it shall be the duty of every owner of an animal to ensure that the animal is humanely secured by a leash or lead and under the control of a responsible and competent person; or off leash but under the direct control of a responsible and competent person who is physically present with the animal, provided that such animal is obedient to that person's command.
- (g) Any animal that is housed outside of its owner's house shall be housed in a proper enclosure that complies with the provisions of this Code. The owner shall also ensure that the proper enclosure contains at least one hundred (100) square feet of open space.
- (h) Tethering of an animal is prohibited.
- (i) As a secondary means of restraint to a proper enclosure, an animal may be attached to a running cable line or trolley system providing that:
 - (1) A running cable line or trolley system is set inside a proper enclosure;
 - (2) Only one (1) animal may be attached to each running cable line or trolley system;
 - (3) No animal may be attached to a running cable line or trolley system for more than twelve (12) hours in a twenty-four-hour period;
 - (4) No animal may be attached to a running cable line or trolley system between the hours of 10:00 p.m. and 6:00 a.m.;
 - (5) Tethers and cables attaching the animal to the running cable line or trolley system must be made of a substance which cannot be chewed by the animal and shall not weigh more than five (5) percent of the body weight of the animal tethered;
 - (6) A running cable line or trolley system must have a swivel installed at each end and be attached to a stationary object that cannot be moved by the animal;
 - (7) The running cable line or trolley system must be at least ten (10) feet in length and mounted at least four (4) feet and no more than seven (7) feet above ground level;
 - (8) The length of the tether from the running cable line or trolley system to the animal's collar should allow access to the maximum available exercise area and allow the animal free access to food, water, and shelter;
 - (9) Be attached to a properly fitted harness or collar not used for the display of a current rabies tag and other identification; and with enough room between the collar and the dog's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal to a running cable line or trolley system; and
 - (10) Be tethered at sufficient distance from any other objects to prohibit the tangling of the cable, from extending over an object or an edge that could result in injury or strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal access to the fence.
- (j) If an electronic animal confinement system is used to confine an animal, it shall:
 - (1) Provide a properly fitted and working signal device that will be worn by the animal to be enclosed.
 - (2) Contain permanent and prominently displayed signs at twenty-five (25) feet intervals around the entire perimeter of the electronic animal confinement system. The signs shall be no smaller than six (6) inches square, and shall read: "Caution—Electronic Animal Confinement System."
- (k) It shall be the duty of any person to always keep an animal under restraint and control while the animal is off the real property limits of the owner. Such areas shall not include City parks that are specifically designated as off leash/dog park areas. An animal is deemed under restraint and control when:

- (1) It is securely confined within a vehicle, parked or in motion;
 - (2) It is properly confined within a secure enclosure with the permission of the owner of the property where the enclosure is located: or
 - (3) It is securely restrained by a leash or other device held by a competent person.
- (l) It shall be unlawful for the owner of an animal to allow it to run at large unattended on or about the streets, rights-of-way, and highways in the City of Clarkston; in any City park, except in City parks that are specifically designated as off leash areas such as designated dog park areas; unattended on or about the common property of any apartment complex or condominium community; or on the property of another person without permission of the owner of that property. It shall further be unlawful for anyone to knowingly abandon, or to aid in the abandonment of, any domesticated animal on any property located in the City of Clarkston.
- (m) No person shall transport or carry on any public roadway any animal in a motor vehicle unless the animal is safely enclosed within the vehicle; and if traveling in an open-air vehicle the animal should be confined by a vented container or cage, rope, or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash. If the animal has been classified as a potentially dangerous animal, requirements of this section are in addition to requirements outlined in section 14-16.
- (n) No person shall leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health or safety. Any animal control officer or officer of the Clarkston police department are authorized to use reasonable force, including the breaking of a side window, to remove an animal from a vehicle whenever it appears the animal's health or safety is endangered, and said selected or endangered animal shall be impounded.
- (o) No person shall place any dead animal upon their premises upon the premises of any other person or allow any dead animal to remain upon their premises or any dead animal belonging to the person to remain upon the premises of another without disposing of same or causing the animal to be properly removed or disposed of within 24 hours.
- (Ord. No.)

Sec. 10-43. Cruelty to animals; classified animals; exemptions from classification as a dangerous or vicious animal; certificate of registration.

- (a) It shall be unlawful for any person to commit an act of neglect and/or cruelty towards any animal, except that a person may:
- (1) Defend his/her person or property, or the person or property of another, from injury or damage being caused by an animal; up to and including restraining and/or harming the other animal to keep from causing injury to any poultry or pet animal.
- (b) This section shall not be construed to limit in any way the authority or duty of any law enforcement officer, dog or rabies control officer, humane society, or veterinarian.
- (c) It shall be the duty of every animal owner who has been convicted, in a court of competent jurisdiction, of abandonment, cruelty or neglect of an animal, or who owns a classified animal, to have the animal permanently identified by insertion of a microchip by a licensed veterinarian. Said chip must be registered with the chip parent company and the police chief.
- (d) An animal shall not be classified as a dangerous animal or vicious animal:
- (1) When the animal bites, attacks or menaces anyone who assaults the animal's owner;

- (2) When the animal bites, attacks or menaces anyone who willfully trespasses, or commits another tort, upon the property of the owner;
 - (3) When the animal bites, attacks or menaces anyone who is currently, or has in the past, tormented or abused the animal;
 - (4) Where the animal is acting in defense of an attack from a person or other animal upon the owner or other person;
 - (5) Where the animal is protecting or defending its young or another animal;
 - (6) Where the animal is being used by a law enforcement or military officer to carry out official duties; or
 - (7) When the animal bites, attacks, or menaces anyone who is committing or attempting to commit an offense in violation of O.C.G.A. § 16-5-1 et seq.
- (e) The owner of a classified animal must be eighteen (18) years old or older; annually obtain a certificate of registration for the animal from the county; and, pay an annual registration fee to be determined by the county. At the time of renewal, the county shall verify that the owner is continuing to comply with all applicable provisions of this chapter. The requirements of this section apply to any classified animal living in the City of Clarkston.
- (f) Certificates of registration are nontransferable and no more than one (1) certificate of registration shall be issued per domicile. The certificate of registration shall be issued to the owner upon receipt of the following:
- (1) Written evidence that the animal is permanently identified by insertion of a microchip by a licensed veterinarian. Said chip must be registered with the chip parent company and the police chief within thirty (30) days of an order classifying the animal as dangerous or vicious or within such later time as specified by a court of competent jurisdiction or within thirty (30) days of the conclusion of any appeal of a court's order that upholds the classification of an animal as dangerous or vicious;
 - (2) A copy of a current policy of insurance in the minimum amount of twenty-five thousand dollars (\$25,000.00) issued by an insurer authorized to transact business in the State of Georgia, insuring the owner of a dangerous animal, and twenty-five thousand dollars (\$25,000.00) insuring the owner of a vicious animal, against liability for any personal injuries or property damage inflicted by the dangerous animal or vicious animal; or a copy of a current surety bond in the foregoing respective amounts issued by a surety company authorized to transact business in the State of Georgia, payable for property damage or personal injury caused by the dangerous or vicious animal;
 - (3) Written or photographic proof that the animal will be confined in a classified animal pen; and
 - (4) Written evidence that the animal has been sterilized by a licensed veterinarian.
- (g) The owner of a classified animal shall notify the police chief within twenty-four (24) hours if the animal dies. If the animal dies, the body must be available for microchip scanning to provide positive identification of the dangerous animal or vicious animal. A vicious animal shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or a veterinarian to be euthanized. If a dangerous animal is sold or given to another person, the current owner listed on the most current certificate of registration must provide the police chief with the name, address, and telephone number of the new owner within thirty (30) days of the sale or transfer of such animal. New owners of dangerous animals are subject to all requirements of this Code upon transfer of such animal and such new owner must register the animal in his or her name within thirty (30) days of the sale or transfer of the animal to such new owner.
- (h) The owner of a classified animal must notify the police chief in writing within fifteen (15) days after changing his/her address. Such written notice shall provide the owner's new address and telephone number. The owner shall promptly obtain a new certificate of registration reflecting the new address if such address is located within the county.
- (i) The owner of a classified animal shall notify the police chief in writing within seventy-two (72) hours after moving a classified animal into the City. Such written notice shall provide the address and telephone number

of the owner and the owner shall obtain a certificate of registration for the animal within seventy-two (72) hours after moving into the county.

- (j) No certificate of registration shall be issued to any person who has been convicted of two (2) or more violations of this chapter. No person shall be the owner of more than one (1) vicious animal. No certificate of registration for a vicious animal shall be issued to any person who has been convicted of:
 - (1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;
 - (2) The felony of dog fighting as provided for in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or
 - (3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. §§ 16-13-31 and 16-13-31.1 from the time of conviction until two (2) years after completion of his or her sentence. The restrictions imposed by this subsection also apply to any person residing with such convicted person.

(Ord. No.)

Sec. 10-44. Confinement of dangerous or vicious animals.

- (a) Classified animals shall be confined in a classified animal pen.
- (b) The owner of a classified animal must post signs on all means of ingress and egress to the premises where the animal resides. Such signs shall read in letters at least three-quarters ($\frac{3}{4}$) of an inch high: "Dangerous/Vicious Animal on Property." Such signs shall be no smaller than eight and five-tenths (8.5) by eleven (11) inches.
- (c) Whenever outside its classified animal pen, but on the owner's property, a classified animal shall be attended by the owner, muzzled by any means sufficient to prevent the biting of persons or animals, and restrained by a secure collar and leash of sufficient strength to prevent escape. Such leash shall not exceed three (3) feet in length.
- (d) No classified animal shall be permitted off the property of its owner unless accompanied by the owner, muzzled by any means sufficient to prevent the biting of persons or animals, and restrained by a secure collar and leash of sufficient strength to prevent escape. Such leash shall not exceed three (3) feet in length. In the alternative, the classified animal when off the owner's property may be contained in a closed and locked cage or crate.
- (e) The owner of a classified animal shall make the animal and the area of confinement available for periodic, unannounced inspections by the police chief to ensure compliance with the confinement requirements of this chapter, provided that the owner consents to such entry and inspection. If consent is not obtained, the police chief shall obtain an inspection warrant prior to any inspection in accordance with the requirements of state law.

(Ord. No.)

Sec. 10-45. Vaccination for rabies; dogs and cats.

- (a) The requirements of this section only apply to owners of dogs or cats, provided the dog or cat is three (3) months old or older.
- (b) It shall be the duty of any owner of any dog, cat, or ferret to obtain a current rabies vaccination from a licensed veterinarian periodically as ordered by the veterinarian.
- (c) It shall be the duty of any owner of a dog, cat, or ferret to provide a collar or harness for such animal. The collar or harness, together with the rabies inoculation tag, shall be worn by the animal at all times.

-
- (d) An owner reclaiming an animal three (3) months of age and older from the county shall present proof of a current rabies vaccination at time of reclaim. If proof is unavailable, and a county veterinarian is on duty and available, the vaccine will be administered by the veterinarian at the owner's expense.

(Ord. No. 15-09 ,)

Sec. 10-46. Enforcement generally; penalties.

- (a) Upon information learned by/made know to, or complaint lodged with any officer of the Clarkston Police Department or Code Enforcement, that an animal owner or custodian of any dog or animal is in violation of this article, the Clarkston Police or Code Enforcement shall cause a summons to be issued requiring the owner of the animal to appear before a judge of the municipal court, at a date and time certain, to appear for the violation. If a violation has not been personally witnessed by a police or code enforcement officer, a subpoena shall be issued by the municipal court to the person making the complaint, along with any witness(es), to appear on the date and time set, to testify on behalf of the City.
- (c) The police chief may respond to anonymous complaints of violations of this chapter. If the owner or custodian of an animal is unknown or not present, and such animal is upon the public streets, alleys, sidewalks, school grounds or other public places or premises, or is upon another person's property without permission or absent proper restraint, or is a classified animal as to which the registration, confinement or insurance requirements have not been met, the police and/or DeKalb County Animal Services shall immediately impound the animal in a facility designated for the detention of animals.
- (d) In the enforcement of the provisions of this article, all animal control officers employed as such by DeKalb County are specifically deputized as animal control officers of the City for the purposes described in this section when they witness, while on duty, violation of the provisions of this article within the corporate limits of the city.
- (e) Any stray cat without any traceable form of identification that is impounded or brought to the animal service center and deemed eligible may be transferred immediately to the community cat program.
- (f) Any community cat or unowned, free-roaming cat that is not healthy in the opinion of qualified county employees or designees shall be impounded. No healthy community cat shall be impounded unless it:
- (1) Damages the personal or private property of a person or legal entity that seeks its impoundment; or
 - (2) Creates unsanitary conditions, offensive or objectionable odors.
- If a healthy community cat is impounded pursuant to this subsection (e), upon impoundment, it shall be transferred to a qualified adoption facilitator.
- (g) An animal may be euthanized when, in the judgment of the police chief, it is determined that:
- (1) At the scene of an accident an animal is injured beyond medical help, and no traceable form of identification is displayed on the animal;
 - (2) An animal presented to the animal service center without traceable form of identification is injured beyond medical help, or exhibits obvious signs of infectious disease or parasite infestation that would impose a health risk to animals housed in the animal service center; and
 - (3) A veterinarian has determined from all the circumstances that it would be inhumane not to euthanize a particular animal.
- (h) The judge of any superior court of competent jurisdiction within the state may order the euthanasia of an animal if the court finds, after notice and opportunity for hearing, that the animal has seriously injured a human or presents a danger to humans not suitable for control under this chapter and:

- (1) The owner or custodian of the animal has been convicted of a violation of any state criminal law and the crime was related to such animal; or
 - (2) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the animal.
- (i) A judge of the magistrate court or the superior court shall order the euthanasia of any animal if the court finds, after notice and the opportunity for hearing, that the animal has caused a serious injury to a human on more than one (1) occasion; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this subsection.
 - (j) The police chief may use any force necessary to remove any animal locked in a closed vehicle if the animal exhibits distress, including but not limited to, excessive panting or drooling, seizures, state of unconsciousness, or hyperactivity. If the vehicle is damaged during such removal, the police chief shall not be liable for any damage to the vehicle.
 - (k) Any person who has been convicted of cruelty, neglect or abandonment of an animal as provided in this Code or state law, and has relinquished ownership of said animal, shall not be allowed to own a pet in their household in the City of Clarkston for five (5) years measured from the date of conviction.
 - (l) Any person who has been convicted of failure to keep an animal under restraint while on owner's property as provided in this Code, or has been ordered by a court to meet additional confinement requirements and has not complied with the court's order, shall not be allowed to own a pet in their household in unincorporated DeKalb County for five (5) years measured from the date of conviction or court order.
 - (m) A dangerous animal or potentially dangerous animal may be immediately impounded by any police officer, code enforcement officer or animal enforcement officer if such animal or its owner has violated any of the requirements of this chapter.
 - (n) The owner of a dangerous animal or potentially dangerous animal shall notify the police chief, or designated representative, immediately if the animal is on the loose, unconfined, or has attacked a human or another animal and failure to so notify the police chief, or designated representative, shall be a violation of this chapter by the owner of the animal.
 - (o) It shall be a violation of this chapter for any person to possess within the city a dangerous animal or potentially dangerous animal without a certificate of registration issued in accordance with the provisions of this chapter.
 - (p) Upon a second and subsequent conviction of any violation of this chapter by a dangerous or potentially dangerous animal or its owner, the court shall impose a fine of not less than \$500.00 in addition to any other penalty or punishment imposed by the court.
 - (q) Upon a second or subsequent conviction for a violation of this chapter by a dangerous animal or its owner, the court may order the dangerous animal to be euthanized.
 - (r) Upon a second and subsequent conviction for a violation of section 10-45, the court shall impose a fine of not less than \$500.00 in addition to any other penalty or punishment imposed by the court.
 - (s) Upon a third and subsequent conviction within a 24-month period, as measured from the date of issuance of previous court summonses for which convictions were obtained, for a violation of section 10-44, the court shall impose a fine of not less than \$500.00 in addition to any other penalty or punishment imposed by the court.
 - (t) Upon a second and subsequent conviction for a violation of subsection 10-42(c), the court shall impose a fine of not less than \$250.00 in addition to any other penalty or punishment imposed by the court.
 - (u) Upon a third and subsequent conviction within a 24-month period, as measured from the date of issuance of previous court summonses for which convictions were obtained, for a violation of subsection 10-42(d), the court shall impose a fine of not less than \$500.00 in addition to any other penalty or punishment imposed by the court.

(Ord. No.)

Sec. 10-47. City designated bird sanctuary; hunting or molesting birds.

- (a) The entire area embraced within the corporate limits of the city is hereby designated as a bird sanctuary.
- (b) It shall be unlawful to trap, hunt, shoot or attempt to shoot or molest in any manner any bird or wild fowl, or to rob bird's nests or nests of wild fowl.
- (c) If starlings or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or menace to health or property in the opinion of the proper authorities of the City, then City authorities shall meet with representatives of the Audubon Society, Bird Club, Garden Club or Humane Society, or as many of such clubs as are found to exist in the City or county, after having given at least three days' actual notice of the time and place of the meeting to the representatives of the clubs to abate such nuisance.

(Ord. No.)

Sec 10-48. City's participation in community cat programs

- (1) The City shall make every effort to promote, advertise, and encourage the usage of existing community cats programs, such as one currently offered by and through the LifeLine Animal Project, designed to humanely manage community cat colonies by using a trap-neuter-return process that incorporates vaccinations and ear-tipping to identify the cats as neutered. Such community cats programs provide an effective method to humanely and dramatically decrease the number of cats.
- (2) All Clarkston residents, businesses, and visitors are encouraged to advise the City or County Animal Services of any observed and/or perceived cat colonies and/or feral cats that appear to be routinely roaming Clarkston streets, rights-of-ways, parks, or private property.
- (3) All City police officers, public works, code enforcement, and/or other employees observing a cat colony and/or feral cats that appear to be routinely roaming Clarkston streets, rights-of-ways, parks, or private property shall promptly notify County Animal Services or other existing community cats program.

CITY OF CLARKSTON

ITEM NO: E3

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
DISCUSSION

MEETING DATE: May 25, 2021

SUBJECT: Discuss Council Standing Advisory Committee Assignments

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Mark Perkins, Jamie Carroll
PHONE NUMBER: 678.409.9683

PURPOSE:

Council to discuss appointment to the Council Standing Advisory Committees

NEED/ IMPACT:

Councilman Mark Perkins joined the Clarkston City Council on March 20, 2021, after the Council had revised/appointed Council members to the Council Standing Advisory Committees. CM Perkins would like for the Council to consider the below requests:

1. would like to be added to the Transportation and Environment Committee as co-chair with Councilman Eyasu
2. would like to join the Community Development committee

The current SAC Appointments for 2021 (Adopted 2-2-2021)

Public Safety and Legal Committee

Chair: Awet Eyasu
Debra Johnson
Jamie Carroll
Mayor Beverly Burks

Housing and Infrastructure Committee

Chair: Jamie Carroll
Laura Hopkins
Debra Johnson
Mayor Burks

Community Development Committee

Chair: Debra Johnson
Awet Eyasu

Transportation and Environment Committee

Chair: Awet Eyasu
Laura Hopkins

Marketing and Civic Innovation Committee

Chair: Ahmed Hassan

Debra Johnson

Equity, Inclusion and Opportunity

Laura Hopkins

Debra Johnson

Mayor Burks

RECOMMENDATION:

N/A

**RESOLUTION
CONCERNING APPOINTMENTS TO STANDING ADVISORY COMMITTEES**

WHEREAS, the Clarkston City Council is desirous of creating a mechanism to study and formulate policy recommendations that will benefit the community; and

WHEREAS, the Clarkston City Council is desirous of engaging members of the public in the process of formulating and studying policy recommendations that will benefit the community; and

WHEREAS, the Clarkston City Council has approved a Resolution creating Standing Advisory Committees.

NOW THEREFORE, BE IT RESOLVED by the Clarkston City Council, that the following City Council members are hereby appointed as follows:

Public Safety and Legal Committee

Chair: Awet Eyasu,
Vice Chair: Debra Johnson
Jamie Carroll
Mayor Burks

Housing and Infrastructure Committee

Chair: Jamie Carroll, Laura Hopkins
Debra Johnson
Mayor Burks

Community Development Committee

Chair: Debra Johnson
Vice-Chair: Awet Eyasu

Transportation and Environment Committee

Chair: Awet Eyasu
Vice-Chair: Laura Hopkins

Marketing and Civic Innovation Committee

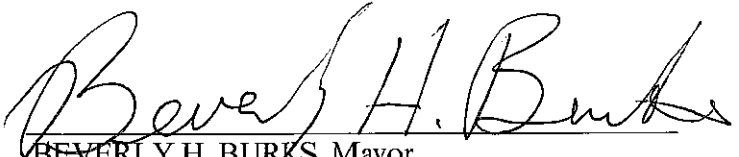
Chair: Ahmed Hassan
Debra Johnson
Mayor Burks

Equity, Inclusion, and Opportunity

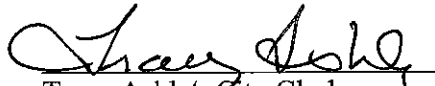
Co-Chair: Laura Hopkins and Debra Johnson
Mayor Burks

SO RESOLVED, this 2 day of February, 2021.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**


BEVERLY H. BURKS, Mayor

ATTEST:


Tracy Ashby, City Clerk

CITY OF CLARKSTON

ITEM NO: E4

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: MAY 25, 2021

SUBJECT: Review/Discuss the recently adopted American Rescue Plan Act of 2021 (ARPA) – COVID-19 Funding Assistance, and its Potential Uses

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 15

INFORMATION CONTACT: ROBIN I. GOMEZ
PHONE NUMBER: 678.409.9683

PURPOSE:

Review/discuss the recently adopted American Rescue Plan Act of 2021 (ARPA) Funding including areas of expenditures by the City of Clarkston.

NEED/IMPACT:

On March 11, 2021, President Biden signed H.R. 1319, the American Rescue Plan Act of 2021 (ARPA), that includes comprehensive COVID-19 related relief totaling \$1.9 trillion, with \$65.1 billion for cities throughout the U.S. For the first time all 19,000 cities, towns, and villages of all sizes will be eligible to receive a direct allocation from the federal government to help address the pandemic-related needs of cities, residents, and the business community. We have received information from the Georgia Municipal Association (GMA) that they continue working closely with the National League of Cities, the White House Office of Intergovernmental Affairs, and the U.S. Treasury Department to finalize the development of detailed guidance as to how cities may use funds and the mechanism that will be used for cities to draw down funds. We will follow the prescribed directions and processes to receive (draw-down) the funds when available.

The following represents known ARPA information as of Monday, May 17, 2021, obtained from GMA and the NLC:

- Clarkston's allocation as determined by the U.S. House Oversight and Reform Committee on March 8 is estimated at: **\$3,981,473**, which we are slated to receive from the state as a pass-through entity only. Each city will be eligible to receive its own allocation; amount is subject to change.
- Clarkston is considered a "non-entitlement city," i.e., cities under 50,000 population, and are only eligible to receive **up to 75% of their annual general fund operating budget amount**. If the amount on the spreadsheet exceeds 75% of their most recent GF annual budget, excess funds will be returned to Treasury. 75% of our current \$6,790,423 GF budget is \$5,092,817.25, consequently Clarkston is under that %.
- **Two-Year Disbursement:** Funds will be provided to cities over two years, with 50% in 2021 and 50% in 2022. **All funds must be spent by December 31, 2024.**

- **When Funds Pass Through the State:** Non entitlement city funds will pass through the state and states have 30 days to get the first tranche of funds (50%) to non-entitlement cities. States can apply for an extension under certain circumstances. **The final 50% will be available 12 months later.**
 - The U.S. Department of Treasury issued detailed guidelines for uses of funds and the mechanism for how funds will get to non-entitlement cities on May 10 (copy of a summary, ARPA Fact Sheet, is enclosed).
 - States may not impose additional restrictions or guidelines on the use of these federal funds for any jurisdiction.

- **Eligible Use of Funds (more details in the enclosed ARPA Fact Sheet):**
 1. Respond to the public health emergency with respect to the COVID-19 or its negative economic impacts, including assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel, and hospitality
 2. Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the city that are performing such essential work, or by providing grants to eligible employers that have eligible workers that perform essential work
 3. For the provisions of government services to the extent of the reduction in revenue (i.e. online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the city prior to the emergency (i.e. January 20, 2020) or
 4. Make necessary investments in water, sewer, and broadband infrastructure.

The below represents the City’s portion of the CARES Act Funds, the 2020 version of the ARPA:

The City Council approved at a Special Call meeting on August 21, an intergovernmental agreement (IGA) with DeKalb County for the City to receive its share of the Federal CARES Act funding in the amount of \$1,433,288. The last column represents the actual expenditures at the end on Dec 20, 2020:

	<u>ACTUAL 8-20-20</u>	<u>12-1-2020</u>	<u>12-20-2020</u>
Translation Services	\$ 249.80	\$ 1,000	\$ 249.80
Legal Services	\$ 11,205.00	\$ 17,500	\$ 16,605.00
Tech Equip/Services	\$ 3,290.12	\$ 5,000	\$ 73,826.90
Police Equipment	\$ 9,005.00	\$ 12,000	\$ 12,235.43
Outdoor Equipment	\$ 2,727.09	\$ 7,500	\$ 8,653.29
Cleaning/PPE Equip/Supp	\$ 7,631.91	\$ 15,000	\$ 25,993.38
Food – 1 st responders	\$ 509.42	\$ 1,000	\$ 526.66
Payroll (10% hazard pay)	\$ 24,574.84	\$ 50,000	\$ 122,815.43
Rental/Mortgage Housing	\$ 118,698.90	\$450,000	\$ 900,517.91
Payroll – other	\$ 154,139.06	\$260,000	\$ 0.00
Workforce Dev/Job Placement	\$ 0.00	\$100,000	\$ 5,426.25
Utility Payment Assistance	\$ 0.00	\$100,000	\$ 28,564.69
Contingency-test, education	\$ 0.00	<u>\$399,288</u>	<u>\$ 238,896.10</u>
Food distribution	\$ 332,031.14	\$1,433,288	\$1,434,310.84

Actions at several subsequent Council meetings more specifically identified CARES Act Funds to be spent on categories such as early learning, wife-connectivity, and COVID-19 testing. In October 2020, we even received a private \$1,000.00, bringing the available total to \$1,434,288.

Some specifics on the expenses:

1. RENTAL ASSISTANCE: 410 residents, received 753 payments averaging \$1,180.34 per payment at 19 apartment complexes and 14 additional properties
2. UTILITY ASSISTANCE: 72 residents, received 110 payments averaging \$259.68 per payment
3. MORTGAGE ASSISTANCE: 4 residents, 9 payments, \$886.57 per payment
4. FOOD DISTRIBUTION: \$39,008.61
 - a. Burmese Rohingya Community of GA, \$11,008.61– 3 Food Distribution Events: Nov 22, 2020 door-to-door distribution to families, 45 households received \$50 gift cards, masks, and hand sanitizers; Nov 29, 2020 door-to-door distribution to families, 40 households, 245 individuals received 200 Thanksgiving hot meals; Dec 16, door-to-door distribution to 70 households (351 individuals), received \$50 gift cards; and administrative expenses.
 - b. Envision Atlanta, Inc, \$13,000 – Refrigerators, freezers, shelves, equipment, and food purchases for food storage, distribution, and related activities at their location/warehouse at 4392 E Ponce de Leon – provided direct food deliveries and collection location for other agencies to distribute food as well. Provided over 10,000 lbs of food every week throughout Clarkston area.
 - c. Positive Peering, Inc, \$15,000 – food and equipment purchases, various administrative costs for weekly 50-60 food boxes distribution to Clarkston residents from April to early December at various complexes including Avalon on Montreal, Springdale Glen, Clarkston Station, 1500 Oak, Tree Creek Condominiums.
5. EDUCATION: - \$96,530.49
 - a. Family Heritage Foundation, \$7,704.39 – after-school tutoring/learning programs and assistance - Nov 2020, provided 24 hours of extended learning time to 16 Clarkston students, Dec 2020, provided 48 hours of extended learning to 20 Clarkston students
After-school learning materials and supplies, stipends for after-school students, personal protective equipment, cleaning supplies, after-school snacks
 - b. Clarkston First Baptist Academy, \$29,505.42 – personal protective equipment, cleaning equipment/supplies, 5 kids pre-school scholarships for 19 weeks, administrative costs
 - c. Amani Women Center, \$30,000 – consultant fees, 8 kids pre-school scholarships ranging from 12 to 20 weeks, administrative costs
 - d. Early Learning Scholars, \$29,320.68 – personal protective equipment, cleaning equipment/supplies, 7 kids pre-school scholarships for 17, 20, 21, and 23 weeks, administrative costs

6 WIFI-CONNECTIVITY - \$26,735.97

- a. CDF Action, \$23,515.05 – Coordination and information survey/dissemination in various languages (Arabic, Amharic, Nepali, Swahili, Burmese, etc), wifi connectivity and related equipment including 15 laptops (with virus security) for English Oaks and Clarkston Townhomes
- b. City – \$860.62 to Comcast, wifi internet (public use) for 1 full year (pre-pay) at Clarkston Woman’s Club

ARPA FACT SHEET, 8 pages

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cities	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. **Serving the hardest-hit communities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury’s Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury’s Interim Final Rule defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury’s Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL WORK SESSION

ITEM NO: E5

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
DISCUSSION

MEETING DATE: May 25, 2021

SUBJECT: Discuss Installation of Solar Panels at Milam Park

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Awet Eyasu, Mark Perkins
PHONE NUMBER: 678.409.9683

PURPOSE:

Council to discuss the possible installation of solar panels at Milam Park

NEED/ IMPACT:

As an alternate more sustainable energy source, solar panels installed at Milam Park could potentially offset the City's current electric bill that averages about \$9,000.00 per year. Panels would likely be installed on the Pool building roof as well as on the roofs of pavilions 1 and 2 that would provide the energy to power the pool building and pumps.

To proceed, the City will solicit bids/proposals from multiple providers as well as reach out to GA Power to determine any type of rebates or program assistance. Additionally, we will research for any available grants to assist with the capital acquisition costs. Costs depending on the number of panels will range from \$15,000 for 5 kW panels up to \$45,000 for 15 kW panels. Costs may be offset depending on any state and federal credits.

RECOMMENDATION:

N/A

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL WORK SESSION

ITEM NO: E6

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
DISCUSSION

MEETING DATE: May 25, 2021

SUBJECT: Discuss Installation of Electric Charging Stations

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Awet Eyasu, Mark Perkins
PHONE NUMBER: 678.409.9683

PURPOSE:

Council to discuss the possible installation of electric charging stations.

NEED/ IMPACT:

As the usage of electrical vehicles increases, there is a corresponding need for electrical charging stations. Currently, none exist in Clarkston. Various possibilities on City-owned property to add electrical charging stations (1 – 2) could include:

1. Milam Park parking lot
2. City Hall Annex
3. Friendship Forest Parking lot
4. Methodist Church parking lot off Rowland/Rogers (that the City leases)
5. Clarkston Woman's Club parking lot

Additionally, private businesses may want to incorporate one onto their property – we could help facilitate.

RECOMMENDATION:

N/A

CITY OF CLARKSTON

ITEM NO: E7

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: May 25, 2021

SUBJECT: City Well at 40 Oaks Nature Preserve

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Awet Eyasu, Mark
Perkins
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss the City's potential usage of well water to supplement existing irrigation water.

NEED/IMPACT

The information collected in this evaluation was based on previous experience with water wells, calls with EPD and contractors that are licensed by EPD to perform this type of work in Georgia. City Manager has previously advised that additional research would occur at the point in time when the City would begin the 40 Oaks Nature Preserve structure renovation work which began earlier this month. The following represents additional research and

- Water is for non-potable use
- For withdraw purposes, assume 10 gallons per minute for irrigation
- Well house to be secured to ensure no potable use
- Signage to be placed on site prohibiting potable consumption (no drinking from hoses, etc). Signage should be in various languages
- City to perform chemical testing periodically for fecal, lead and chromium as a precautionary measure and to minimize risk. If levels of contamination exceed EPD acceptable limits, city will need to determine the best course of action regarding continued use of the irrigation well

Geology and Water Availability

Clarkston is located in the Piedmont Geological region (Crystalline Rock Aquifer) where groundwater levels can fluctuate quite significantly on a day-to-day basis based on weather conditions, the structural integrity of the underlying rock profile, changes in hydrogeology, etc.

The well yield is also variable depending on the ability to find sufficient water-bearing fractures in the crystalline rock aquifer when the well drilling occurs.

No active groundwater monitoring wells exist in Clarkston or surrounding areas so as to approximate the depth of groundwater. Using the United States Geological Survey web site to provide guidance on ground water levels at existing monitoring well locations in the Atlanta offers some support. The data available is difficult at best for developing any estimate.

It should be noted that there exists 2 inactive groundwater wells previously used by DeKalb County. One is located under the police station (at the water supply tank that existed at this location) and the other is located at the intersection of College and Market Street. The two abandoned wells reached groundwater at depths of between 500 to 600 feet. These wells were installed in the 1940's.

Irrigation Well Permitting and Installation

EPD does not regulate municipal non-potable (irrigation) well installations if the expected water withdraw is less than 100,000 gallons per day.

EPD does not require a water withdrawal permit. EPD does require that all wells be installed by an EPD approved list of installers.

Permitting will be required by DeKalb County Environmental Health.

Estimated Cost of Installation

Based on a yield of 10 gallons per minute, a 6 inch line will be required to supply irrigation water to the garden plots at 40 Oaks.

The cost to drill a 6 inch line is approximately \$14 to \$20 per foot.

Using a drill depth of approximately 700 feet (based on lower levels of groundwater due to changes in development patterns, weather, etc. in the Atlanta area over the past 80 years), the cost for the drilling only would be in the range of \$9,800 to \$14,000.

The cost for the well house, equipment, water pump, irrigation lines to the various garden plots, etc. will on the order of \$10,000 to \$20,000.

Estimated Cost: \$19,800 to \$34,000.

NOTE: Cost to perform work are extremely variable depending on underlying geological conditions.

Maintenance Costs

Pump replacement, damage to the irrigation lines, etc. Costs unknown

Next Steps

The following are the suggested next steps if council decides to proceed forward:

- ✓ Determine location of well on-site
- ✓ Outline logistics for network of irrigation lines
- ✓ Prepare scope of work for project
- ✓ Obtain quotes from EPD qualified well installation contractors
- ✓ Complete DeKalb Environmental Health permit application

CITY OF CLARKSTON

ITEM NO: E8

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: MAY 25, 2021

SUBJECT: Creation of a complete unified survey of all land parcels comprising Friendship Forest

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES Pages:

INFORMATION CONTACT: Awet Eyasu, Mark Perkins
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss creating a complete unified survey of all land parcels comprising Friendship Forest

NEED/IMPACT

Map of Friendship Forest parcels:



	OWNER	PARCEL #	STREET ADDRESS	ACRES
1.	CITY OF CLARKSTON	18 119 01 042	1182 CLARK ST	1.99
2.	URBAN REDEV AGCY	18 119 01 040	1202 SMITH ST	14.45
3.	URBAN REDEV AGCY	18 119 01 018	4380 E PONCE DE LEON	1.35
4.	DEKALB COUNTY	18 119 01 005	1184 CLARK ST	0.53

SUBJECT: Pollinator garden at Friendship Forest

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

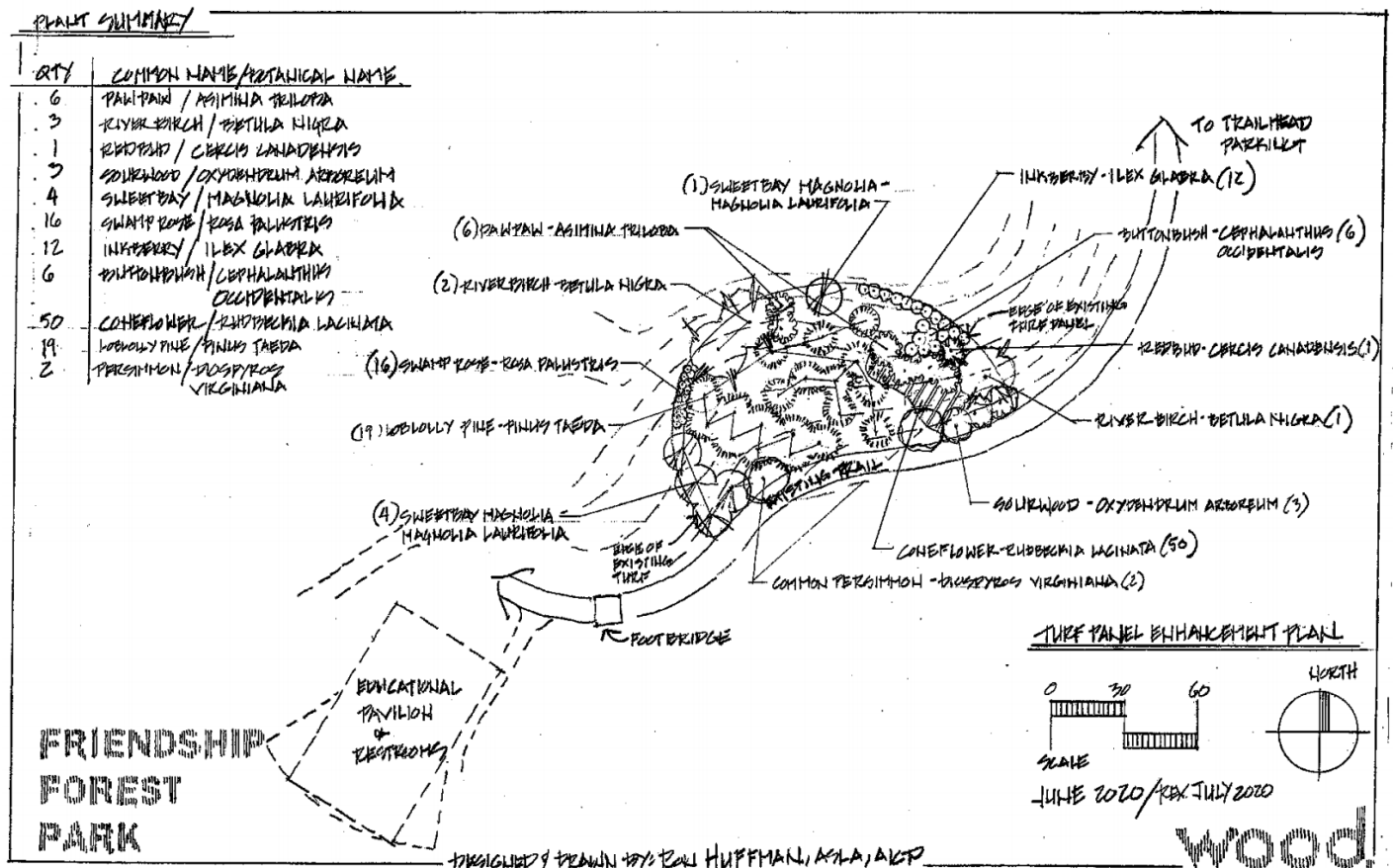
INFORMATION CONTACT: Awet Eyasu, Mark Perkins
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss pollinator garden at Friendship Forest.

NEED/IMPACT

The City has installed all the items identified and listed in the below drawing/schematic:



Additional Trees at Friendship Forest:

- 3 – Riverbirch (*Asimina triloba*)
- 1 – Redbud (*Betula nigra*)
- 3 – Sourwood (*Oxydendrum arboretum*)
- 4 – Sweetbay (*Magnolia laevifolia*)
- 19 – Loblolly Pine (*Pinus taeda*)
- 2 – Common Persimmon (*Diospyros Virginiana*)
- 32 Trees total

Additional Bushes for Friendship Forest

- 6 – Pawpaw (*Asimina triloba*)
- 16- Swamp Rose (*Rosa palustris*)
- 12 – Inkberry (*Ilex glabra*)
- 6- Buttonbush (*Cephalathus occidentalis*)
- 50- Cutleaf conflower (*Rudbeckia laciniatu*)

CITY OF CLARKSTON

ITEM NO: E10

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: MAY 25, 2021

SUBJECT: Interpretive Signage at Friendship Forest

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Awet Eyasu, Mark
Perkins
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss interpretive signage at Friendship Forest.

NEED/IMPACT

The City is awaiting the interpretive signage from Mr. Ron Huffman:

1. *Wildlife Sanctuary Interpretive and Instructional Signs (23x 36)*
 - a. *Wetland Habitat*
 - b. *Rock Meadow Demonstration Project*
 - c. *Sanctuary Rules/etiquette*
 - d. *Park Hours/Contact Information*
2. *Instructional Signs (12x18)*
 - a. *Fire Danger*
 - b. *Do not enter water*
 - c. *Boardwalk rules with icons*
3. *Wetland Plant Identifiers (12x18)*
 - a. *Arrowhead*
 - b. *Swamp Milkweed*
 - c. *Cardinal Flower*
 - d. *Lizard's Tail*
 - e. *Giant Bulrush*
 - f. *Blue Flag Iris*
 - g. *Buttonbush*
 - h. *Water Tupelo*
 - i. *Pickereel-weed*
4. *Downtown Clarkston Interpretive Signs (24 x 36)*
 - a. *Productive Urban Landscaping – Brockett Triangle*
 - b. *Productive Urban Landscaping – Refuge Coffee*
5. *Kiosk Sign (up to 3' x 4')*
 - a. *Master trail route sign/map*

Total 19 signs

CITY OF CLARKSTON

ITEM NO: E11

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: MAY 25, 2021

SUBJECT: City arborist position

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Laura Hopkins,
Awet Eyasu
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss city arborist position

NEED/IMPACT

The FY 2021 General Fund budget includes \$50,000 for Urban Forestry professional services that includes a firm to perform City Arborist work. The firm currently utilized by the City for arborist work specifically to review any and all City developments, including tree removals and replacements, is listed below (next 2 pages):

Canopy Consultants, Alex Phillips, I.S.A.

The City also obtains quotes for various City right-of-way tree maintenance, mainly tree removals, and has utilized the following firm in 2021 to remove 3 trees:

Sharper Edge Tree Care, Alex Ross

ALEX E. PHILLIPS, I.S.A.

23 Years of Experience
ISA Certified Arborist (MA-4868A) since 2008
Tree Risk Assessment Qualified since 2015

QUALIFICATIONS

Tree Risk Assessment Qualification
Municipal Plan Review
Specimen Tree Survey's
Tree Identification
Dead, Dying, Hazardous Tree Analysis
Land Planning & Site Analysis
Tree Protection/ Replacement Plans
AutoCAD, Land F/X, Photoshop, Illustrator, InDesign,
Trimble GPS & Microsoft Office

EXPERIENCE

2018-Present **Canopy Consultants, LLC., Atlanta, Georgia**

Consulting Arborist - Owner

Specimen Tree Reports & Tree Surveys
Tree Protection and Replacement Plans
Land Planning and Site Analysis
Municipal Tree Permit Review – City of Milton and City of Clarkston

2013– 2018 **Planners and Engineers Collaborative, Inc., Peachtree Corners, Georgia**

Land Planner and Arborist for the Landscape Architecture Department

Specimen Tree Reports & Tree Surveys
Tree Protection and Replacement Plans
Project Landscape Design
Hardscape & Landscape Plans, Details & Specifications
Land Planning and Site Analysis
Renderings & Marketing

2009-2013 **T.T.G., Eugene, Oregon**

Arborist and Design Build Contractor

Production Tree Work-Pruning and Removals
Construction of hardscapes and softscapes
Site Planning
Project Renderings

2006-2009 **The Bartlett Tree Experts, Charlottesville, Virginia**

Arborist and IPM Technician

Tree Pruning and removals
Tree Assessments
Integrated Pest Management
Critical Root Zone Prescriptions
Cabling and Bracing, Lightning Protection

EDUCATION

University of Oregon

Masters of Landscape Architecture

University of Utah

Bachelors of Science: Environmental Studies

Bachelors of Science: Geography

Certificate of Urban Planning

PROFESSIONAL ASSOCIATIONS

International Society of Arboriculture (ISA)
Georgia Urban Forestry Council (GUFC)
Georgia Arborist Association (GAA)

Canopy Consultants

1482 Saint Michael Ave, East Point GA, 30344

Phone 404-858-7471 Email aphillips@canopy-consultants.com



Alex Phillips

Owner

ISA Certified Arborist MA-4868A
ISA TRAQ

ISA Member
GAA Member
GUFC Member

Alex Phillips has over 23 years of experience in the landscape contracting industry with 14 years as a ISA Certified Arborist and 6 years as an ISA Tree Risk Assessment Qualification holder.

His Masters degree in Landscape Architecture (MLA) and two Bachelors degrees in Environmental Studies (BS) and Geography (BS) have helped shape his passion for trees in the built environment. His masters thesis on the eco-regional significance of green roofs illustrated the importance of trees, shrubs and forbes in a stormwater system and urban landscape.

He has extensive knowledge of tree biology and tree health care which allows him to craft tree care plans that blend the health and safety of trees within the constraints of a construction project. For more than 8 years he has worked in the metro Atlanta area, permitting projects in over 40 jurisdictions. This has given him a deep knowledge of the many tree ordinances in region and the value they provide each community.

He has consulted as a municipal reviewing arborist for the City's of Milton and Clarkston.

He has been a member of the International Society of Arboriculture, the Georgia Arborist Association, the Georgia Urban Forestry Council and the American Society of Landscape Architects for more than 12 years.

CITY OF CLARKSTON

ITEM NO: E12

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: MAY 25, 2021

SUBJECT: Park ranger position

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Laura Hopkins,
Awet Eyasu
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss city park ranger position

NEED/IMPACT

The FY 2021 General Fund budget includes \$20,000 for a part-time Park Ranger position to perform the below functions :

- a. Director of Parks/Park Ranger:
 - i. Inventory Resources within Park Areas:
 1. Forty Oaks
 2. Friendship Forest
 3. Milam Park
 4. Graveyard on Norman
 5. Urban Pocket Parks: Brocket Triangle, Refuge Coffee, Montreal @ Ponce
 - ii. Create Resource Maintenance Plan
 - iii. Promote park usage among residents through design
 1. Park Resource Planning – Trail and Resource Layout
 2. Plan features including possible future sculpture garden, exercise trail
 3. Resource Interpretation – City Web site, Park App, Community Outreach for Parks
 - iv. Parks and Recreation Master Plan

CITY OF CLARKSTON

ITEM NO: E13

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
PROCLAMATION

MEETING DATE: MAY 25, 2021

SUBJECT: Juneteenth Day Proclamation

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Beverly Burks
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss Juneteenth Day Proclamation

NEED/IMPACT

Juneteenth Day Proclamation:

A PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL RECOGNIZING JUNE 19, 2021 AS JUNETEENTH

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, which holds that all persons held as slaves within a State or designated part of a State *“shall be then, thenceforward, forever free,”* changing the legal status of 3.5 million enslaved people who were Black from slave to free; and

WHEREAS, the Emancipation Proclamation paved the way for the 13th Amendment to the Constitution of the United States, which formally abolished slavery in the United States of America; and

WHEREAS, news of the Emancipation Proclamation did not reach the most distant slave states until two-and-one-half years later, being read in Galveston, Texas, on June 19th, 1865; and

WHEREAS, the day of respect and remembrance called “Juneteenth,” a combination of the words “June” and “nineteenth”, is observed as an important day in our nation’s history; and

WHEREAS, Juneteenth commemorates African American freedom while also serving as a reminder of the inequities faced by people who are Black throughout our nation’s history; and

WHEREAS, in 2011, Georgia became the thirty-seventh state to recognize Juneteenth at its state capitol with the passage of S.R. 164; and

WHEREAS, in 2020, the City of Clarkston officially passed Juneteenth as a city holiday and community celebration; and

WHEREAS, the City of Clarkston strives to be a community of people who acknowledges and doesn't look away from historical truths.

NOW, THEREFORE, BE IT RESOLVED BY The Mayor and City Council of the City of Clarkston, Georgia, that this governing body do hereby proclaim Saturday, June 19, 2021 as Juneteenth in the Clarkston to acknowledge the contributions of African Americans to our city.

SO ORDAINED, this _____ day of _____, 2021.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

By _____
Tracy Ashby, City Clerk

Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: E14

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
PROCLAMATION

MEETING DATE: MAY 25, 2021

SUBJECT: World Refugee Day Proclamation

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Beverly Burks
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss World Refugee Day Proclamation

NEED/IMPACT

World Refugee Day Proclamation:

A PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL RECOGNIZING JUNE 20, 2021 AS WORLD REFUGEE DAY

WHEREAS, the year 2001 marked the 50th anniversary of the 1951 Convention relating to the Status of Refugees. The UN General Assembly therefore decided that 20 June would be celebrated as World Refugee Day; and

WHEREAS, World Refugee Day honors the strength and courage of refugees and encourages public awareness and support of the refugees, people who have had to flee their homelands because of conflict or natural disaster; and

WHEREAS, refugees and immigrants receive support from many resettlement agencies and organizations, along with numerous nonprofits, businesses, educational institutions, faith based communities, and civic organizations throughout the first years of their resettlement to integrate into the local community and achieve economic and social self-sufficiency; and

WHEREAS, over 40,000 refugees have come through Georgia over the past three decades, and Clarkston was often the initial welcoming point; and

WHEREAS, Clarkston has been known as a Welcoming City since 2014; furthermore, Clarkston remains committed to building a welcoming and neighborly community, where all individuals, regardless of race, color, creed, place of origin, ethnicity, religion, gender, sexual orientation, gender identity, age, disability, political affiliation, marital/parental status or military service are welcome, accepted and integrated; and

WHEREAS, Clarkston has been enriched by having refugee join our community, increasing the diversity of our citizenry, helping employers find quailed and reliable workers and creating local businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of the City of Clarkston, Georgia, that this governing body do hereby proclaim Sunday, June 20, 2021 as World Refugee Day in the Clarkston to acknowledge the contributions of refugees to our city.

BE IT FURTHER RESOLVED that the City of Clarkston recognizes refugees as New Americans and continue to welcome and to support them into our community.

SO ORDAINED, this _____ day of _____, 2021.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

By _____
Tracy Ashby, City Clerk

Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: E15

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
PROCLAMATION

MEETING DATE: MAY 25, 2021

SUBJECT: LGBTQ+ Pride Month Proclamation

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Beverly Burks
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss June 2021 as LGBTG+ Pride Month Proclamation

NEED/IMPACT

JUNE 2021 as LGBTG+ Pride Month Proclamation:

A PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL RECOGNIZING JUNE 2021 AS LGBTQ+ PRIDE MONTH

WHEREAS, the City of Clarkston cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all are welcome in the City of Clarkston to live, work, play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, the City denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, Pride month began in June of 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the City of Clarkston appreciates the cultural, civic, and economic contributions of lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS, it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and the

WHEREAS, Clarkston has been known as a Welcoming City since 2014; furthermore, Clarkston remains committed to building a welcoming and neighborly community, where all individuals, regardless of race, color, creed, place of origin, ethnicity, religion, gender, sexual orientation, gender identity, age, disability, political affiliation, marital/parental status or military service are welcome, accepted and integrated and

WHEREAS, the City of Clarkston passed a Non-Discrimination Ordinance to protect LGBTQ+ people in 2019, making it the third city in Georgia with this type of law.

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love.

NOW THEREFORE BE IT RESOLVED that the members of this City Council declare the month of June 2021 as LGBTQ Pride Month in the City of Clarkston and urge residents to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice.

CITY OF CLARKSTON

ITEM NO: E16

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
DISCUSSION

MEETING DATE: May 25, 2021

SUBJECT: Discuss an Intergovernmental Agreement with DeKalb County to reestablish the DeKalb Regional Land Bank Authority.

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHEMENT: YES NO
Pages:

INFORMATION CONTACT: Robin I. Gomez
PHONE NUMBER: 678.409.9683

PURPOSE:

To consider approving the attached standard intergovernmental agreement to re-establish the DeKalb Regional Land Bank Authority pursuant to the Official Code of Georgia Annotated section 48-4-60 et seq., with the City of Lithonia and Clarkston, contingent upon the City of Clarkston’s governing authority to participate, and authorizing the Chief Executive Officer to execute all necessary documents.

NEED/ IMPACT:

DeKalb County in 2010 engaged in a comprehensive study on workforce housing. That report produced a major recommendation to establish a land bank in DeKalb County because at the time DeKalb County suffered a fallout of the housing crises, with a large stock of vacant, abandoned and derelict properties. Such properties present a public safety issue as it attracts crime and vandalism, brings nearby property values down and leads to further blight and unnecessary loss of otherwise decent, affordable housing. A DeKalb Regional Land Bank was established in 2011; however, became defunct after the City of Decatur pulled out. There is still a need to mitigate blighted properties and bring vacant properties back onto the tax roll.

Local Jurisdictions in Georgia are authorized to establish land banks pursuant to the Official Code of Georgia Annotated section 48-4-60 et seq. Local jurisdictions establish land banks by adopting an intergovernmental agreement between the County and at least one municipality.

All municipalities within DeKalb County are welcome to join. On July 2, 2019, the City Council adopted the following Resolution 2019-17 reaffirming its commitment to participate in the DeKalb County Land Bank.

However in the City's review of the proposed IGA we noted a few concerns to DeKalb County that were left out of the final IGA, specifically:

1. The Board is set up so that DeKalb County appointees always control a majority of the board with two more members than all cities combined (just one member is allowed per city);
2. If Clarkston joins the Land Bank, the Land Bank can void any City liens placed on real property that the Land Bank acquires;
3. If Clarkston joins the Land Bank, it agrees to maintain the exterior (lawn, vegetation, removing junk and debris, etc.) of any property acquired by the Land Bank that is located within Clarkston;
4. If Clarkston joins the Land Bank, 75% of the City's share of real property tax from Land Bank owned property is paid to the Land Bank rather than the City for the first five years of the Land Bank owning the property.
5. If Clarkston joins the Land Bank, it commits to make "in kind" contributions to the Land Bank such as meeting space and office supplies.

A copy of the IGA is enclosed beginning on page 4.

RESOLUTION NO. 2019-17

BY THE CITY OF CLARKSTON TO REAFFIRM ITS COMMITMENT TO PARTICIPATING IN THE DEKALB COUNTY LAND BANK.

WHEREAS, on February 7, 2017, the City Council approved an Intergovernmental Agreement with DeKalb County and the City of Lithonia to participate in the DeKalb County Land Bank; and

WHEREAS, the DeKalb County Land Bank did not move forward at that time; and

WHEREAS, DeKalb County has requested that the City reaffirm its commitment to participate in the DeKalb County Land Bank.

NOW THEREFORE, BE IT RESOLVED BY THE CLARKSTON CITY COUNCIL that the City of Clarkston hereby reaffirms its commitment to participating in the DeKalb County Land Bank with DeKalb County and the City of Lithonia. The City of Clarkston looks forward to partnering with these local governments to advance the purposes of the DeKalb County Land Bank.

SO RESOLVED, this 2nd day of July, 2019.

CITY COUNCIL

CITY OF CLARKSTON, GEORGIA



Ted Terry, Mayor

Attest:



Tracy Ashby, City Clerk

Approved as to Form:



Stephen G. Quinn, City Attorney



INTERGOVERNMENTAL CONTRACT

BETWEEN

DEKALB COUNTY

AND

CITY OF LITHONIA

CREATING THE

DEKALB REGIONAL LAND BANK AUTHORITY

(a Georgia public body corporate and politic)

PREAMBLE

This Intergovernmental Contract is made and entered into this ____ day of _____, 2019 (“**Contract**”) under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, and Sections 36-34-2(5) and 48-4-100 *et seq.* of the Official Code of Georgia Annotated, between DeKalb County and the City of Lithonia (herein collectively referred to as the “**Parties**”) for the purpose of establishing and adding to the members of the DeKalb Regional Land Bank Authority, a separate legal entity and public body corporate to administer and implement the purposes and objectives of this Contract.

RECITALS

WHEREAS, in enacting Section 48-4-100*et seq.* of the Official Code of Georgia Annotated (hereinafter the “**Land Bank Act**”), the Georgia General Assembly found that there exists in the State of Georgia a continuing need to strengthen and revitalize the economy of the State of Georgia and the local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia;

WHEREAS, the Land Bank Act permits any county or counties and at least one city located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia;

WHEREAS, the Parties herein agree that the establishment of a land bank as composed

herein would be beneficial to the citizens and the Parties;

WHEREAS, the authority for the Parties to enter into this Contract is Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, which authorizes intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law, and the provisions of the Land Bank Act; and

WHEREAS, the Parties want to create the DeKalb Regional Land Bank Authority as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act.

Accordingly, the Parties agree to the following:

ARTICLE I **DEFINITIONS**

As used in this Contract the following terms shall have the meanings provided in this Article.

Section 1.01. “Board of Directors” or “Board” means the Board of Directors of the Land Bank Authority.

Section 1.02. “City Properties” means Real Property located within the boundaries of any city that is, or subsequent to the Effective Date becomes, a Party to this Contract.

Section 1.03. “Contract” means this intergovernmental contract between the Parties.

Section 1.04. “County Properties” means Real Property located within DeKalb County but outside the boundaries of any city that is, or subsequent to the Effective Date becomes, a Party to this Contract.

Section 1.05. “DeKalb County Board Member” means a then acting member of the Board of Directors who was appointed by the governing authority of DeKalb County.

Section 1.06. “Effective Date” means the date upon which all of the following are satisfied:

(a) the Contract is approved by official action of the governing authority of DeKalb County; and

(b) the Contract is approved by official action of the governing authority of the City of Lithonia.

Section 1.07. “Fiscal Year” means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on the following December 31st.

Section 1.08. “Land Bank Act” means Section 48-4-100 *et seq.* of the Official Code of Georgia Annotated as it exists on the Effective Date, and as it may be hereafter amended or replaced, subject to the provisions of Section 10.11 of this Contract.

Section 1.09. “Land Bank” means the public body corporate and politic established pursuant to and in accordance with the provisions of this Contract and known as the DeKalb Regional Land Bank Authority.

Section 1.10. “Party” or “Parties” means either individually or collectively, as applicable, DeKalb County and/or the City of Lithonia, as each is a signatory to this Contract, and any other city, county or consolidated government that becomes a Party to this Contract after the Effective Date.

Section 1.11. “Person” means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

Section 1.12. “Quorum” means:

(i) With respect to administrative action, the presence of the greater of a simple majority of the entire Board membership;

(ii) With respect to action concerning County Properties, the presence of three (3) Members of the Board, two (2) representing DeKalb County and one (1) representing any city that is, or subsequent to the Effective Date becomes, a Party to this Contract. No action may be taken by the Land Bank concerning a property located within DeKalb County but outside the boundaries of any city that is, or subsequent to the Effective Date becomes, a Party to this Contract unless the action is approved by two (2) Members of the Board representing DeKalb County;

(iii) With respect to action concerning City Properties, the presence of three (3) Members of the Board including one (1) representing the city within which the subject City Property is located and one (1) representing DeKalb County;

The presence of School District Advisors is not required for establishing a quorum; however, the applicable Board of Education’s consent must be obtained in order to extinguish school district taxes on Real Property of the Land Bank in accordance with Section 6.02 of this Contract and the Land Bank Act.

Section 1.13. “Real Property” means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

Section 1.14. “School District Advisor” means any non-voting representative to the Board appointed by the Board of Education of a school district for purposes of deliberation and providing or declining the required school district consent for the extinguishment of school district taxes on Real Property of the Land Bank in accordance with Section 6.02 of this Contract and the

Land Bank Act.

Section 1.15. “State” means the State of Georgia.

ARTICLE II **PURPOSE**

Section 2.01.Purpose.The purpose of this Contract is to create and empower the Land Bank to exercise the powers, duties, functions and responsibilities of a land bank under the Land Bank Act.

Section 2.02.Programs and Functions. The Land Bank shall endeavor to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Contract, including, but not limited to, the power, privilege and authority to acquire, manage and dispose of interests in Real Property, and to do all other things necessary or convenient to implement the purposes, objectives and provisions of the Land Bank Act and the purposes, objectives and powers delegated to a land bank under other laws or executive orders.

ARTICLE III **CREATION OF LAND BANK**

Section 3.01.Creation and Legal Status of Land Bank. The Land Bank is established as a separate legal entity and public body corporate, to be known as the “DeKalb Regional Land Bank Authority,” for the purposes of acting as a land bank under the Land Bank Act and implementing and administering this Contract.

Section 3.02.By-Laws, and Policies and Procedures. The Board shall adopt by-laws consistent with the provisions of this Contract and the Land Bank Act within thirty (30) days after the Board is appointed. The Board shall adopt policies and procedures consistent with the provisions of this Contract and the Land Bank Act within ninety (90) days after the Board is appointed.

Section 3.03. Principal Office. The principal office of the Land Bank shall be at a location within the geographical boundaries of DeKalb County, as determined by the Board.

Section 3.04.Title to Land Bank Assets. Except as otherwise provided in this Contract, the Land Bank shall have title to all of its Real Property and no Party shall have an ownership interest in Real Property owned by the Land Bank.

Section 3.05.Tax-Exempt Status. The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in Section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Parties also intend the activities of the Land Bank to be governmental functions carried out by a political subdivision of this State, exempt to

the extent provided under Georgia law from taxation by this State, including, but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.

Section 3.06. Waiver of Special Assessments. Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish special assessments levied by the Party prior to the date of acquisition by the Land Bank against Real Property owned by the Land Bank, and may exempt Real Property owned by the Land Bank from the imposition of special assessments.

Section 3.07. Compliance with Law. The Land Bank shall comply with all federal and state laws, rules, regulations and orders applicable to this Contract.

Section 3.08. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party or of the Land Bank, whether acting separately or in conjunction with the implementation of this Contract. The Parties shall only be bound and obligated under this Contract as expressly agreed to by each Party. The Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.

Section 3.09. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Contract does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to any Party's rights under this Contract, or any other right or benefit.

Section 3.10. Additional Parties to Contract. At any time subsequent to the Effective Date, in accordance with the Land Bank Act, an additional city located in whole or in part within DeKalb County, or a consolidated government, or an additional county and at least one city located in that additional county may become a Party to this Contract by completing the following requirements:

(a) unanimous approval of the Board as it exists before the addition of the applicable city, county or consolidated government, and execution by the Board chairperson of the signature page attached hereto as Appendix II;

(b) adoption of a local law, ordinance or resolution as appropriate to the applicable city, county or consolidated government;

(c) execution by the authorized representatives of the existing cities, county and/or consolidated government of the signature page attached hereto as Appendix I;

(d) execution by both (A) the applicable city, county or consolidated government and (B) the Board of an amendment to this Contract (a "**Contract Amendment**") with such Contract Amendment to incorporate matters reflecting the terms and responsibilities associated with such city's, county's or consolidated government's joining the Land Bank.

ARTICLE IV
BOARD, EXECUTIVE DIRECTOR AND STAFF

Section 4.01. Board Composition; Member Qualifications. The Land Bank shall be governed by a Board of Directors that shall be appointed within ninety (90) calendar days of the Effective Date. Each member shall serve at the pleasure of the appointing Party and shall serve without compensation. The members shall be residents of their respective appointing Parties and may be employees of one of the Parties. In addition, all members appointed to the Board shall be persons who have demonstrated special interest, experience or education in urban planning, real estate, community development, finance or related areas. The Board shall consist of the following members:

(a) Four (4) member(s) appointed by the governing authority of DeKalb County for an initial term of two years;

(b) One (1) member appointed by the Mayor of the City of Lithonia for an initial term of four years; and

(c) One (1) member appointed by the Mayor of any City that becomes a Party to this Contract after the Effective Date according to the provisions of Section 3.10 for an initial term of four years; provided that the governing authority of DeKalb County shall also appoint one (1) additional member for an initial term of four years. For purposes of clarification, and to avoid confusion, this Section 4.01(c) is intended to provide that DeKalb County shall always maintain a voting majority on the Board.

When identifying individuals for appointment to the Board (a “**New Appointment**”), DeKalb County and each City which is a Party to this Contract shall attempt to avoid appointing individuals with skill sets that are duplicative of the skill sets possessed by the individuals already serving on the Board at the time that such New Appointment is to be made.

Section 4.02. Term of Office. Except as otherwise provided in this section, the members of the Board appointed under Section 4.01 shall be appointed for staggered terms. The initial term of the members appointed by the governing authority of DeKalb County shall be for two (2) years and subsequent terms of the members appointed by the governing authority of DeKalb County shall be for four (4) years. The initial term and subsequent term of the members appointed by the Mayor of the City of Lithonia shall be for four (4) years. All subsequent board appointments shall be for terms of either two or four years as necessary to ensure staggered terms of office. The first term of the initial Board members shall commence on the date of the first Board meeting. Each Board member at the election of his or her appointing Party may serve an unlimited number of terms. In the event State law is amended to provide for different terms or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

Section 4.03. Removal. Board members serve at the pleasure of their appointing Party and may be removed by the appointing Party at any time with or without cause, or may be removed

pursuant to any other provision of Georgia law.

Section 4.04.Vacancies. A vacancy among the members of the Board appointed under Section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.

Section 4.05.Participation by School Districts. Each school district containing within its geographical boundaries Real Property owned by the Land Bank shall be given advance notice of each Board meeting and may designate a School District Advisor to the Board.

Section 4.06.Meetings. The Board shall conduct its first meeting no later than thirty (30) calendar days after the Board is appointed. The Board shall meet at least annually and hold such other meetings at the place, date and time as the Board shall determine. All meetings of the Board shall comply with the provisions of Sections 50-14-1 *et seq.* of the Official Code of Georgia Annotated, including, but not limited to, the provisions requiring public notice of the time, place, and date of the meetings.

Section 4.07.Records of Meetings. The Board shall maintain a written record of each meeting. Meeting summaries and minutes shall be kept in accordance with Sections 50-14-1 *et seq.* and 50-18-70 *et seq.* of the Official Code of Georgia Annotated.

Section 4.08.Quorum and Voting. Presence for both quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. After a quorum is established, all actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, that no action of the Board shall be authorized on the following matters unless approved by a majority of the entire Board membership (with such vote constituting “a majority of the entire Board membership” to include the affirmative vote of a DeKalb County Board Member):

(a) Hiring or firing of any employee or contractor of the Land Bank. Such function may, by a majority vote of the total Board membership (with such vote constituting “a majority of the entire Board membership” to include the affirmative vote of a DeKalb County Board Member), be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify;

(b) The incurring of debt; and

(c) Adoption or amendment of the annual budget.

Section 4.09.Board Responsibilities. The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Contract and the Land Bank Act, including, but not limited to, the powers set forth in Sections 48-4-106 and 48-4-112 of the Land Bank Act.

Section 4.10.Fiduciary Duty. The members of the Board are under a fiduciary duty to

conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 4.11.Compensation. The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by Georgia law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

Section 4.12. Executive Director. The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies and this Contract. The executive director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Board, provided that the executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any powers or duties it considers proper, under such terms, conditions and to the extent that the Board may specify.

Section 4.13.Employees. The Land Bank may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to contracts with any Party or other public entities.

Section 4.14.Expertise of Land Bank Staff. The staff of the Land Bank shall be persons who have demonstrated special interest, experience or education in urban planning, community development, real estate, law, finance or related areas.

Section 4.15.Ethics. The Board shall adopt ethics policies governing the conduct of Board members, officers, appointees, employees and independent contractors. The policies shall be no less stringent than those provided for public officers and employees under Section 45-10-1 *et seq.* of the Official Code of Georgia Annotated. In addition, members of the Board shall be subject to any ethics code otherwise applicable to appointees of each Party, such as Section 22A of the Organizational Act of DeKalb County, or the Charter and Ordinances of the City of Lithonia, as applicable.

Section 4.16.Conflicts of Interest. Members of the Board and officers, appointees, employees and independent contractors of the Land Bank shall be deemed to be public officials for the purposes of Section 45-10-20 *et seq.* of the Official Code of Georgia Annotated, or corresponding provisions of future State conflicts of interest law, and are subject to any other applicable law with respect to conflicts of interest. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The

Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

ARTICLE V

GENERAL POWERS OF LAND BANK

Section 5.01. General Powers Under Land Bank Act. The Land Bank may exercise all of the powers, duties, functions and responsibilities of a land bank under the Land Bank Act to the extent authorized by the Land Bank Act and any other Georgia law.

Section 5.02. Tax Limitation. The Land Bank shall not levy any type of tax or special assessment.

Section 5.03. Eminent Domain Prohibited. The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 5.04. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

Section 5.05. No Waiver of Governmental Immunity. The Parties agree that no provision of the Contract is intended, nor shall it be construed, as a waiver by any Party of any sovereign or governmental immunity applicable to the Parties.

Section 5.06. Non-Discrimination. The Land Bank shall comply with all applicable laws and policies prohibiting discrimination.

(a) The Land Bank shall not provide services in a manner that discriminates against an individual because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

(b) The Land Bank shall not fail or refuse to hire, recruit, promote, demote, discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

ARTICLE VI

SPECIFIC POWERS OF THE LAND BANK

Section 6.01. Acquisition of Real Property. Except as otherwise provided in this Contract or under the Land Bank Act, the Land Bank may acquire, by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, Real Property or personal property, or rights or interests in Real Property or personal property, on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank. The Land Bank may purchase Real Property by purchase

contract, lease purchase contract or otherwise. The Land Bank may acquire Real Property or rights or interests in Real Property for any purpose the Land Bank considers necessary to carry out the purposes of the Land Bank Act.

Section 6.02. Tax Delinquent Real Property. Subject to the notice provided to school districts pursuant to Section 48-4-112(a) of the Land Bank Act, and by resolution of the Board subject to the requirements of Section 4.08 of this Contract, the Land Bank may discharge and extinguish Real Property tax liens and claims owed to one or more of the Parties that encumber Real Property owned by the Land Bank. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may foreclose the right of redemption on Real Property interests acquired through tax sale.

Section 6.03. Quiet Title Actions. The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank Real Property.

Section 6.04. Execution of Legal Documents Relating to Real Property. All deeds, mortgages, contracts, leases, purchases or other contracts regarding Real Property of the Land Bank, including contracts to acquire or dispose of Real Property, shall be approved by the Board or by a Land Bank staff member authorized by the Board, and executed in the name of the Land Bank.

Section 6.05. Holding and Managing Real Property. The Land Bank may hold and own in its name any Real Property acquired by the Land Bank or conveyed to the Land Bank by the State, a Party to this Contract, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Real Property with or without clear title. The Land Bank may, without the approval of a local unit of government in which Real Property held by the Land Bank is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the Real Property it holds or owns. The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable laws and codes. Real Property held by the Land Bank shall be inventoried and appraised and classified by the Land Bank according to the title status of the Real Property and suitability for use. The inventory shall be maintained as a public record and shall be filed in the principal office of the Land Bank. The Land Bank may take or perform actions with respect to Real Property held or owned by the Land Bank, including, but not limited to, the following:

(a) grant or acquire a license, easement, or option with respect to Real Property as the Land Bank determines is reasonably necessary to achieve the purposes of this Contract and the Land Bank Act;

(b) fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property

or for services provided by the Land Bank;

(c) pay any tax or special assessment due on Real Property acquired or owned by the Land Bank;

(d) take any action, provide any notice, or institute any proceeding required to clear or quiet title to Real Property held by the Land Bank in order to establish ownership by and vest title to Real Property in the Land Bank; and

(e) remediate environmental contamination on any Real Property held by the Land Bank.

Section 6.06.Lawn Maintenance of Real Property Within a City. Regarding any Real Property acquired by the Land Bank or conveyed to the Land Bank as contemplated by this Contract that is a City Property (as defined in Section 1.02 of this Contract), during the course of the Land Bank's ownership of such Real Property, the City (if such City is a Party to this Contract) within whose boundaries such Real Property lies shall be responsible for the maintenance of such Real Property specifically related to keeping the lawn free of debris, and such lawn and the trees and the shrubs on such Real property properly cut, pruned and trimmed.

Section 6.07.Civil Action to Protect Land Bank Real Property. The Land Bank may institute a civil action to prevent, restrain or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank.

Section 6.08.Environmental Contamination. If the Land Bank has reason to believe that Real Property held by the Land Bank may be the site of environmental contamination, the Land Bank shall provide the Environmental Protection Division of the Georgia Department of Natural Resources with any information in the possession of the Land Bank that suggests that the Real Property may be the site of environmental contamination. The Land Bank shall cooperate with the Georgia Department of Natural Resources with regard to any request made or action taken by the Department of Natural Resources.

Section 6.09.Transfer of Interests in Real Property by Land Bank. On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, mortgage as mortgagor or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest to any public or private Person.

Section 6.10.Criteria for Conveyance. Land Bank Real Property shall be conveyed in accordance with the Land Bank Act and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The Board may adopt policies and procedures that set forth priorities for a transferee's use of Real Property conveyed by the Land Bank, including, but not limited to, affordable housing.

Section 6.11.Structure of Conveyances. Transactions shall be structured in a manner that

permits the Land Bank to enforce contractual agreements, real covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

Section 6.12.Disposition of Proceeds. Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Bank Act.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01.Land Bank Records. The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. The records of the Land Bank, which shall be available to the Parties, shall include, but not be limited to, a copy of this Contract along with any amendments to the Contract. The records and documents shall be maintained until the termination of this Contract and shall be delivered to any successor entity.

Section 7.02.Financial Statements and Reports. The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 7.03.Annual Budget. The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

Section 7.04.Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of public funds.

Section 7.05.Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Board.

Section 7.06.Performance Objectives. Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance.

ARTICLE VIII

FUNDING AND EXPENDITURES AND IN-KIND CONTRIBUTIONS

Section 8.01.Budget Contributions. While under no obligation, the Parties may

contribute to the annual Land Bank budget in such manner as approved by the Party or Parties.

Section 8.02.Tax Allocation. The Parties agree that in accordance with Section 48-4-110(c) of the Land Bank Act, 75% of the Real Property taxes collected on Real Property, exclusive of any state or school district ad valorem tax, conveyed by the Land Bank after the Effective Date shall be remitted to the Land Bank commencing with the first taxable year following the date of conveyance and shall continue for a period of five (5) years.

Section 8.03.Management of Funds. The Land Bank executive director, or other individual designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the accounts.

Section 8.04.Authorized Expenditures. The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Contract.

Section 8.05. In-Kind Contributions. Each City that is a Party to this Contract shall make "in-kind" contributions to the Land Bank with the type of such "in-kind" contributions to be determined in such City's discretion. Such "in-kind" contributions may consist of (i) making office facilities available for meetings of the Land Bank's Board of Directors, (ii) providing office supplies to the Land Bank, and (iii) assigning certain of such City's staff to provide additional staff resources to the Land Bank for the purpose of assisting the Land Bank in the execution of its duties and responsibilities.

ARTICLE IX

DURATION OF CONTRACT

Section 9.01.Duration. This Contract shall commence on the Effective Date and shall remain in full force and effect until December 31, 2025, at which time it shall become null and void, unless terminated earlier under the terms and conditions set forth herein.

Section 9.02.Withdrawal by Party. Any Party may withdraw from this Contract upon six (6) months prior notice in writing to the Land Bank and all Parties as provided under Section 10.01. Upon the effective withdrawal of any Party to this Contract, the Party so withdrawing will no longer have any rights to funds or other assets of the Land Bank; provided, however, that such withdrawal shall not discharge the withdrawing Party from its obligations under Section 8.02 of this Contract. The Land Bank shall not automatically dissolve upon the withdrawal of one or more Parties except that no City may maintain the existence of a land bank if the County in which the City is located withdraws from the Land Bank, and no County may maintain the existence of a Land Bank if the single City that is both located within that county and a Party withdraws from the Land Bank.

Section 9.03.Termination. The Land Bank shall be terminated by: (i) agreement by all Parties to this Contract; (ii) by affirmative resolution approved by two-thirds of the membership

of the Board and in accordance with Section 48-4-111 of the Land Bank Act; or (iii) by withdrawal of one or more Parties such that only one Party to this Contract remains and such remaining Party is not a consolidated government.

Section 9.04.Disposition upon Termination. As soon as possible after termination, the Land Bank shall finish its affairs as follows:

(a) all of the Land Bank's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Land Bank and distribution of its assets shall be paid first;

(b) the remaining Real Property and personal property owned by the Land Bank, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining Real Property and personal property, and other assets of the Land Bank, shall become assets of the city, county or consolidated government in which the Real Property is located, unless provided otherwise in any applicable intergovernmental contracts; and

(c) liability shall be absorbed upon termination as agreed upon by the Board of the Land Bank. In the absence of agreement by the Board, liability associated with each property shall be with the Party in which the property is located.

ARTICLE X **MISCELLANEOUS**

Section 10.01.Notices. Any and all correspondence or notices required, permitted or provided for under this Contract to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices, including any notice of withdrawal under Article IX, shall be sent to each other Party's signatory to this Contract, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested. Notices to DeKalb County shall be sent to: Chief Executive Officer, 1300 Commerce Drive, 6th Floor, Decatur, GA 30030. Notices to the City of Lithonia shall be sent to the Mayor, 6980 Main Street, Lithonia, GA 30058. Notices to the Land Bank shall be sent to the Land Bank Principal Office. All notices sent to the addresses listed above shall be binding unless said address is changed in writing.

Section 10.02.Entire Agreement. This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

Section 10.03.Interpretation of Contract. The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance

of each and every act and thing authorized by this Contract and the Land Bank Act. All powers granted to the Land Bank under this Contract and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 10.04. Severability of Provisions. If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 10.05. Governing Law. This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 10.06. Captions and Headings. The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.

Section 10.07. Terminology. All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 10.08. Cross-References. References in this Contract to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Contract to any section include all subsections and paragraphs in the section.

Section 10.09. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of DeKalb County.

Section 10.10. Amendments to Contract. With the exception of the addition of a new Party pursuant to the provisions of Section 3.10 of this Contract, this Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

Section 10.11. Amendments to Land Bank Act. The Land Bank and Board shall have any powers authorized pursuant to any amendments, replacements or substitutions to the Land Bank Act, unless the Contract is amended by the Parties to provide otherwise.

Section 10.12. Effective Date. This Contract shall become effective as of the Effective Date.

Section 10.13. Time of Essence. Time is of the essence of this Contract.

[Signature page to follow]

This Contract is hereby executed by the authorized representatives of the Parties as of the date indicated herein.

DEKALB COUNTY, GEORGIA

CITY OF LITHONIA, GEORGIA

By: _____ (SEAL)
Michael L. Thurmond
Chief Executive Officer

By: _____ (SEAL)
Deborah Jackson
Mayor

ATTEST:

ATTEST:

By: _____
Barbara H. Sanders, CCC
Clerk to the Chief Executive Officer
and Board of Commissioners

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Viviane Ernstes
County Attorney

By: _____
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Allen Mitchell
Community Development Director

APPENDIX I

The undersigned agree that the City of _____ is authorized to, and has, become a Party to this Intergovernmental Contract by virtue of the approval through official action of by the Parties as indicated below.

DEKALB COUNTY, GEORGIA

CITY OF LITHONIA, GEORGIA

By: _____ (SEAL)

By: _____ (SEAL)

Chief Executive Officer

Mayor

ATTEST:

ATTEST:

By: _____

By: _____

Clerk to the Chief Executive Officer
and Board of Commissioners

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

City Attorney

County Attorney

APPROVED AS TO SUBSTANCE

By: _____

Community Development Director

APPENDIX II

The undersigned City has become a Party to this Intergovernmental Contract by virtue of the approval through official action of the City on _____, the unanimous approval of the DeKalb Regional Land Bank Authority on _____, the approval of the Parties by official action of their governing authorities as indicated by official action in substantially similar form to that attached hereto as Appendix I and the Parties execution of a Contract Amendment.

**DEKALB REGIONAL
LAND BANK AUTHORITY**

CITY OF CLARKSTON, GEORGIA

By: _____ (SEAL)
Chair

By: _____ (SEAL)
Mayor Beverly Burks

ATTEST:

ATTEST:

By: _____
Executive Director and
Secretary

By: _____
City Clerk Tracy Ashby

Approved as to legal form:

Stephen Quinn
Stephen G. Quinn, City Attorney