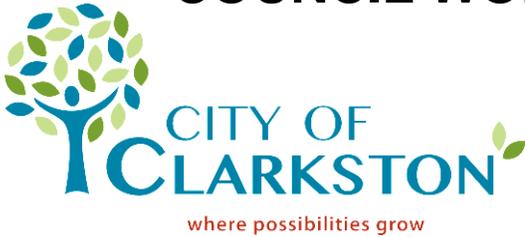


# COUNCIL WORK SESSION/ SPECIAL CALL MEETING



*Ted Terry – Mayor*

*YT Bell  
Andrea Cervone  
Jamie Carroll*

*Awet Eyasu  
Ahmed Hassan  
Mario Williams*

*Keith Barker – City Manager*

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## AGENDA

**Tuesday, May 29, 2018 7:00PM**

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**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PRESENTATION/ ADMINISTRATIVE BUSINESS**

**D. 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 at the discretion of the Presiding Officer. Attendees will be asked to conclude their comments in a reasonable time period if they exceed the 3 minute limit.

**E. OLD BUSINESS**

E1) Adopt Resolution Establishing Standing Advisory Committees

**F. NEW BUSINESS**

- F1) Approve Intergovernmental Agreement for AD Valorem Tax Billing and Collection by the DeKalb County Tax Commissioner
- F2) Approve Bid Award for Asphalt Pavement Repair and Resurfacing of Church Street and East Ponce de Leon and Asphalt Patching of Brockett Road
- F3) Approve the Mayor's nomination to fill a vacant position on the Planning and Zoning Board
- F4) Appoint Council Woman Y.T. Bell to the Clarkston Charter Review Committee
- F5) Approve Proclamation Declaring June Immigrant Heritage Month
- F6) Approve 2018 Proposed Advertised Millage Rate
- F7) Consider Resolution Authorizing Tax Anticipation Note (TAN)
- F8) Approve Tucker Intergovernmental Agreement for Municipal Court Service
- F9) City Attorney Report
- F10) Discuss 'Sunday Brunch Law' SB 17

**SPECIAL CALL MEETING**

F11) Approve Intergovernmental Agreement for the Distribution of Homestead Option Sales Tax Proceeds and Equalized Homestead

**ADJOURNMENT**

CITY OF CLARKSTON

ITEM NO: E1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

SUBJECT: Resolution Establishing Standing Advisory Committees

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 3 pages

INFORMATION CONTACT: Andrea Cervone &  
Mario Williams  
PHONE NUMBER: 404-296-6489

PURPOSE:

To Approve a Resolution Appointing Clarkston Standing Advisory Committees

NEED/ IMPACT:

The Clarkston City Council desires to create a mechanism to study and formulate policy recommendations that will benefit the community and Council intends to engage members of the public in the process of formulating and studying policy recommendations.

I. Standing Advisory Committee Creation

The Clarkston City Council recommends creating Standing Advisory Committees ("SAC"). The Council proposes creating the following SAC to address issues falling under the subject matter listed:

- A. Public Safety and Legal Committee. Matters pertaining to public safety generally, penal ordinances of the City, the Police Department, the Municipal Court, the City Solicitor, City's Public Defender, the City Attorney and all agencies or organizations established by ordinance that touch upon law enforcement issues and/or the interaction between communities and law enforcement personnel.
- B. Transportation and Environment Committee. Matters pertaining to transportation generally, MARTA, CSX, traffic engineering and control, parking facilities, storm water, environmental contaminations and pollutions, bicycles and bike paths, pedestrian travel, green spaces, and clean energy, sanitation, recycling, and transportation.
- C. Housing and Infrastructure Committee. Matters pertaining to urban development issues such as eminent domain, urban re-development plans, planning functions, comprehensive development plans and land use plans set forth by the City, the development, redevelopment, and improvement of single-family and multi-family housing stock within the City, sewage and waste disposal, public streets and bridges, housing code enforcement and cable television franchises.

D. Community Development Committee. Matters pertaining to the planning functions of the City, comprehensive development plans and land use plans, parks and recreation, health, education and welfare of citizens, community service activities, marketing, consumer affairs and cultural affairs.

E. Marketing and Civic Innovation Committee. Matters pertaining to interactions with other governments and government agencies (including local, state, regional, federal and international), marketing and civic engagement and innovation efforts with a goal of attracting new business and residents to the City, welcoming new residents to the City, developing new approaches and interventions to engage with residents in the community in a way that puts people at the center of the decision making process, identify and promote civic entrepreneurs in the community, grow the overall role of civic entrepreneurship in the City, and generally promote the City in a positive light.

## II. Membership and Appointment

Each SAC shall have two (2) or three (3) members from amongst the elected members of the City Council (including the Mayor) and one (1) to three (3) members from the general public. Each member of an SAC shall have one vote when a question is called in a meeting of such SAC. SAC members shall be appointed as follows:

A. Elected Officials. At the annual February meeting of the City Council, the City Council shall appoint a chairman to each SAC. The chairman of each SAC shall be an elected member of the City Council (not including the Mayor). The City Council, at its February meeting, shall also appoint one (1) or two (2) additional elected officials (which may include the Mayor) to each SAC. Elected officials appointed to the SAC by the City Council shall serve a twelve (12) month term on the SAC as appointed.

B. Members of the Public. The concurring vote of two (2) elected officials appointed to an SAC shall be required to appoint or remove a member of the general public as a member of such SAC. General public members of an SAC may be appointed or removed at any time and for any reason by the elected official members of such SAC.

## III. Referral of Matters to SACs

A. Referral by City Council. A majority vote of a quorum of the City Council may refer any matter to one or more SACs for consideration. When the City Council refers a matter to a SAC by vote, the City Council then will not take action on such subject matter until the SAC returns a written recommendation or ninety (90) days elapse, whichever shall occur first.

B. Referral by City Manager. Whenever the City Manager deems it useful and appropriate, he may request a recommendation from one or more SACs by delivering in writing to the chairman of such SAC a description of the matter or issue for which he desires advice. Such referral to an SAC by the City Manager shall in no way prevent the City Council from acting on the same subject matter.

## IV. SAC Meetings

All SAC meetings shall be specially called by the chairman of the SAC. The chairman of an SAC may call a meeting of such SAC by providing seven (7) business days written notice to all members of the SAC, the Mayor and members of the City Council, the City Manager and the City Clerk. Whenever a meeting of

an SAC is called, the City Clerk shall cause the date, time, place, and topic of such meeting to be published on the City's website as soon as practicable. SAC meetings are not subject to the Open Meetings law, but shall nonetheless be open to the public and the public may participate as permitted by the chairman of the SAC. It shall be the prerogative of the chairman to set the agenda for an SAC meeting and the duty of the chairman to keep records of the action taken by the committee.

#### V. Actions by SACs

An SAC may only act by vote of a majority of a quorum of its membership taken at a meeting that is called and noticed pursuant to Section IV of this resolution. SACs may take the following actions and only the following actions:

- A. Adopt a written recommendation to the City Council or the City Manager as appropriate. Such recommendation must be reduced to writing and present at the meeting at the time of the vote to adopt such recommendation.
- B. Appoint members of the general public to the SAC or remove members of the general public from the SAC pursuant to Section II (B) of this Resolution.
- C. Request that the full City Council issue a subpoena for the attendance of identified individual(s) at a scheduled meeting of the SAC.

RECOMMENDATIONS: No Staff recommendation.

**RESOLUTION**  
**ESTABLISHING 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.

**NOW THEREFORE, BE IT RESOLVED** by the Clarkston City Council, that Standing Advisory Committees (“SAC”) are hereby created and will operate in accordance with the terms of this resolution.

**I. SACs Created**

The following committees are hereby created to address issues falling under the subject matter listed in association with each SAC:

- A. **Public Safety and Legal Committee.** Matters pertaining to public safety generally, penal ordinances of the City, the Police Department, the Municipal Court, the City Solicitor, City’s Public Defender, the City Attorney and all agencies or organizations established by ordinance that touch upon law enforcement issues and/or the interaction between communities and law enforcement personnel.
- B. **Transportation and Environment Committee.** Matters pertaining to transportation generally, MARTA, CSX, traffic engineering and control, parking facilities, storm water, environmental contaminations and pollutions, bicycles and bike paths, pedestrian travel, green spaces, and clean energy, sanitation, recycling, and transportation.
- C. **Housing and Infrastructure Committee.** Matters pertaining to urban development issues such as eminent domain, urban re-development plans, planning functions, comprehensive development plans and land use plans set forth by the City, the development, redevelopment, and improvement of single-family and multi-family housing stock within the City, sewage and waste disposal, public streets and bridges, housing code enforcement and cable television franchises.
- D. **Community Development Committee.** Matters pertaining to the planning functions of the City, comprehensive development plans and land use plans, parks and recreation, health, education and welfare of citizens, community service activities, marketing, consumer affairs and cultural affairs.
- E. **Marketing and Civic Innovation Committee.** Matters pertaining to interactions with other governments and government agencies (including local, state, regional, federal and international), marketing and civic engagement and innovation efforts

with a goal of attracting new business and residents to the City, welcoming new residents to the City, developing new approaches and interventions to engage with residents in the community in a way that puts people at the center of the decision making process, identify and promote civic entrepreneurs in the community, grow the overall role of civic entrepreneurship in the City, and generally promote the City in a positive light.

## **II. Membership and Appointment**

Each SAC shall have two (2) or three (3) members from amongst the elected members of the City Council (including the Mayor) and one (1) to three (3) members from the general public. Each member of an SAC shall have one vote when a question is called in a meeting of such SAC. SAC members shall be appointed as follows:

- A. **Elected Officials.** At the annual February meeting of the City Council, the City Council shall appoint a chairman to each SAC. The chairman of each SAC shall be an elected member of the City Council (not including the Mayor). The City Council, at its February meeting, shall also appoint one (1) or two (2) additional elected officials (which may include the Mayor) to each SAC. Elected officials appointed to the SAC by the City Council shall serve a twelve (12) month term on the SAC as appointed.
- B. **Members of the Public.** The concurring vote of two (2) elected officials appointed to an SAC shall be required to appoint or remove a member of the general public as a member of such SAC. General public members of an SAC may be appointed or removed at any time and for any reason by the elected official members of such SAC.

## **III. Referral of Matters to SACs**

- A. **Referral by City Council.** A majority vote of a quorum of the City Council may refer any matter to one or more SACs for consideration. When the City Council refers a matter to a SAC by vote, the City Council then will not take action on such subject matter until the SAC returns a written recommendation or ninety (90) days elapse, whichever shall occur first.
- B. **Referral by City Manager.** Whenever the City Manager deems it useful and appropriate, he may request a recommendation from one or more SACs by delivering in writing to the chairman of such SAC a description of the matter or issue for which he desires advice. Such referral to an SAC by the City Manager shall in no way prevent the City Council from acting on the same subject matter.

## **IV. SAC Meetings**

All SAC meetings shall be specially called by the chairman of the SAC. The chairman of an SAC may call a meeting of such SAC by providing seven (7) business days written notice to

all members of the SAC, the Mayor and members of the City Council, the City Manager and the City Clerk. Whenever a meeting of an SAC is called, the City Clerk shall cause the date, time, place, and topic of such meeting to be published on the City's website as soon as practicable. SAC meetings are not subject to the Open Meetings law, but shall nonetheless be open to the public and the public may participate as permitted by the chairman of the SAC. It shall be the prerogative of the chairman to set the agenda for an SAC meeting and the duty of the chairman to keep records of the action taken by the committee.

**V. Actions by SACs**

An SAC may only act by vote of a majority of a quorum of its membership taken at a meeting that is called and noticed pursuant to Section IV of this resolution. SACs may take the following actions and only the following actions:

- A. Adopt a written recommendation to the City Council or the City Manager as appropriate. Such recommendation must be reduced to writing and present at the meeting at the time of the vote to adopt such recommendation.
- B. Appoint members of the general public to the SAC or remove members of the general public from the SAC pursuant to Section II (B) of this Resolution.
- C. Request that the full City Council issue a subpoena for the attendance of identified individual(s) at a scheduled meeting of the SAC.

**SO RESOLVED**, this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA**

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TED TERRY, Mayor

**ATTEST:**

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Tracy Ashby, City Clerk

Approved as to Form:

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Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: F1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

**SUBJECT:** Approve Intergovernmental Agreement for AD Valorem Tax Billing and Collection by the DeKalb County Tax Commissioner

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 8

INFORMATION CONTACT: Keith Barker  
PHONE NUMBER: 404-296-6489

**PURPOSE:**

To approval of the attached Intergovernmental Agreement for AD Valorem Tax Billing and Collection by the DeKalb County Tax Commissioner.

**NEED/ IMPACT:**

The City is authorized to collect taxes and has historically contracted with the County for the collection of taxes with the City's jurisdictional boundaries. The Tax Commissioner of DeKalb County is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem taxes, sanitation assessments, and applicable fees.

A recent change, (O.C.G.A. 48-5-359.1) requires inclusion of the county governing authority, in addition to the Tax Commissioner as a party to the contract.

The contract will automatically renew for subsequent 12 month terms for a total lifetime Agreement of fifty (50) years unless previously terminated in accordance with the termination provisions of the Agreement.

**FISCAL NOTE:**

The fee associated with this agreement is two dollars per parcel, not to exceed \$25,000 plus a \$500 administrative fee. For 2017, Clarkston had 1,654 parcels and the fee totaled \$3,508 plus \$500.

**RECOMMENDATIONS:**

Approve the attached Intergovernmental Agreement for AD Valorem Tax Billing and Collection by the DeKalb County Tax Commissioner.

**INTERGOVERNMENTAL AGREEMENT**  
**FOR AD VALOREM TAX BILLING AND COLLECTION**

This document shall hereinafter be known as the INTERGOVERNMENTAL AGREEMENT for the service delivery of ad valorem tax billing and collection by the DEKALB COUNTY TAX COMMISSIONER (the “Agreement”), made by and between the CITY OF CLARKSTON (hereinafter the “City”), a municipal corporation chartered by the State of Georgia and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter “County”) on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter “Tax Commissioner”) (hereinafter, collectively, the “parties”), each of whom has been duly authorized to enter into the Agreement.

**WITNESSETH**

WHEREAS, the Georgia Constitution of 1983, Article IX, Section 2, Para. 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other’s boundaries except by contract; and

WHEREAS, pursuant to Article IX, Section 3, Para. 1 of the Constitution of Georgia of 1983, the City and County are authorized to contract with one another for joint services, for the provision of services, or for the joint and separate use of facilities and equipment, for periods not exceeding fifty (50) years and as authorized by law; and

WHEREAS, the City is authorized to collect taxes and has the authority to contract with the County for the collection of taxes within the City’s jurisdictional boundaries; and

WHEREAS, the duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater, water, sewer, and utility charges.

WHEREAS, by virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties; and

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, pursuant to O.C.G.A. § 48-5-359.1, the Tax Commissioner of DeKalb County is authorized to contract for and to accept, receive, and retain compensation from the City and County for the billing and collection of municipal taxes and applicable fees in addition to that compensation provided by law to be paid to the Tax Commissioner by the County; and

WHEREAS, the City, County, and Tax Commissioner desire to replace in their entirety all prior agreements related to the billing and collection of ad valorem taxes by the Tax Commissioner, and hereby set forth the terms and conditions upon which the duly elected Tax Commissioner of DeKalb County, Georgia will provide ad valorem tax billing and collection services from the date of this Agreement forward; and

WHEREAS, the City, County, and Tax Commissioner have duly authorized the execution of this Agreement; and

WHEREAS, this Agreement only becomes effective on the date that the City will begin paying for the services as set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and City do agree and consent to the following:

**I. PURPOSE AND INTENT**

The purpose of this Agreement is to provide tax billing and collection services within the City by the Tax Commissioner.

**II. DEFINITIONS**

All definitions shall be defined as reflected in the DeKalb County, Georgia Code of Ordinances.

**III. TERM OF AGREEMENT**

This Agreement shall commence on the date of execution set forth herein for a term of 12 months. If not terminated pursuant to the termination provisions provided herein, this Agreement shall automatically renew without further action by the City or County on an annual basis for one (1) year, for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. This Agreement shall replace, in their entirety, all prior agreements entered into by the City, County and/or Tax Commissioner regarding the billing or collection of ad valorem taxes. At the conclusion of this term, the City will be solely responsible for providing all tax billing and collection services within its boundaries, unless extended by mutual Agreement of both governing bodies.

**IV. SERVICES**

4.1 The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City as the Tax Commissioner is permitted by law, including the assessment of

penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for the collection of municipal and County taxes, including issuing executions, levying upon properties, conducting tax sales, and pursuing collections through bankruptcy proceedings. Nothing in this Agreement shall preclude the County's and Tax Commissioner's right to continue to collect and increase or decrease such additional taxes and fees belonging to the County, County Departments, or Tax Commissioner.

4.2 The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and itemized separately upon the annual County tax statement.

4.3 Effective for the 2018 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, mobile homes, and heavy equipment within the City for and on behalf of the City.

4.4 Billings issued by the Tax Commissioner on behalf of the City shall consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and related taxes, fees, and such other legally taxable or assessable charges as applicable as provided and requested by the City.

4.5 The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the later of the date the County sets its millage rate and June 1 of each year. County agrees to furnish City with any change in date.

4.6 The Tax Commissioner shall have the right to determine the method, details and means of providing the services herein, including, but not limited to, whether City taxes are included as part of or separate from the County tax bills and statements.

4.7 The Tax Commissioner shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy proceedings. For the purposes of this Agreement, the Tax Commissioner shall be authorized as the agent of the City for the limited purpose of the services outlined herein, including the billing and collecting of ad valorem taxes, including tax sale and levy proceedings.

4.8 Within sixty (60) days of receipt of collected funds, the Tax Commissioner shall pay to the City any amounts collected on behalf of the City. The obligation to transfer funds belonging to the City shall be the sole responsibility of the Tax Commissioner of DeKalb County and shall survive the termination of this Agreement.

4.9 The Tax Commissioner shall maintain an electronic record and accounting of all amounts, including taxes, fees and penalties, that are billed, collected and distributed on behalf of the City, and will provide the City and County with a copy of such accounting within thirty (30) days of any written request for the same.

4.10 The City shall be solely responsible for the collection of all past-due or delinquent fees and charges that cannot be collected in the same manner as taxes under Georgia law (e.g. stormwater fees).

## **V. RELEASE AND INDEMNIFICATION**

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent permitted by law, the City hereby agrees to defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all claims, liability, losses or damages, including attorneys' fees and costs of defense which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the County or Tax Commissioner's actions or inactions in performing under this Agreement. The County and City shall promptly notify each other of all such claims, shall cooperate with the defense and resolution of each claim, and shall not settle or otherwise dispose of the claim without first consulting with all parties hereto. The indemnification under this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of this Agreement, provided that such claims are based upon actions or alleged actions that occurred during the term of this Agreement.

## **VI. COMPENSATION AND CONSIDERATION**

In exchange for good and valuable consideration, the recital of which all parties acknowledge receipt thereof, and in consideration for the terms and services outlined in this Agreement, the City will pay to the County the actual costs associated with the collection of taxes by the Tax Commissioner on behalf of the City subject and pursuant to the following payment terms:

6.1 For the initial 2018 tax year, the City shall pay the County, by check or electronic fund transfer, no later than June 1<sup>st</sup> of the tax year, or within 30 days of the mailing of an invoice by the County, a fee of two dollars per parcel, not to exceed \$25,000.00 plus \$500.00 of which \$500.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining amount shall be distributed annually as an annual salary supplement to the Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such services, duties and responsibilities necessary to collect City taxes.

6.2 For all subsequent tax years, the City shall pay the County, by check or electronic fund transfer, no later than June 1<sup>st</sup> of the tax year, or within 30 days of the mailing of an

invoice by the County, a fee of two dollars per parcel, not to exceed \$25,000.00, plus \$500.00 of which \$500.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining amount shall be distributed annually as an annual salary supplement to the Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such services, duties and responsibilities necessary to collect City taxes.

6.3 The City shall notify the Tax Commissioner when payment has been rendered to the County within 2 business days of such payment.

6.4 The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City.

6.5 The amounts for subsequent years may be modified based on changes to City boundaries, the annexation of additional parcels, or by adjustment of the number of parcels from year to year within the City.

## **VII. TERMINATION**

7.1 The City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

7.2 The County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

7.3 The Tax Commissioner may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the Tax Commissioner intends to terminate this Agreement for cause, the Tax Commissioner must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the Tax Commissioner to cure the stated cause for termination.

7.4 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

7.5 In the event that the City fails to pay the County or Tax Commissioner in accordance with the terms as set forth herein, the County and Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City, or to provide any of the billing or collection-related services outlined herein.

7.6 Subject to the terms herein, this Agreement may be extended at any time during the term by mutual written consent of all parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

### **VIII. NOTICES**

All required notices shall be given by first class mail and addressed as follows, except that any notice of termination shall be mailed certified via U.S. Mail, return receipt requested.

If to the County: Executive Assistant  
Manual Maloof Building  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

With a copy to: County Attorney  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030

If to the Tax Commissioner: Tax Commissioner  
4380 Memorial Drive, Suite 100  
Decatur, Georgia 30032

With a copy to: County Attorney  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030

If to the City: Keith Barker, City Manager  
1055 Rowland Street  
Clarkston, Georgia 30021

With a copy to: Stephen Gervaise Quinn, City Attorney  
Wilson, Morton, & Downs LLC  
125 Clairemont Avenue, Suite 420  
Decatur, Georgia 30030

## **IX. GENERAL PROVISIONS**

- A. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
- B. Applicable law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- C. Venue. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
- D. Third parties. This Agreement is for the benefit of the parties hereto, only, and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.
- E. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.
- F. Successors and Assigns. Neither party will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein will be construed as creating any personal liability on the part of any officers, agents or officials of either party.
- G. Merger. The parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement between the City, County and Tax Commissioner of DeKalb County for ad valorem tax billing and collection services and as to all other provisions, rights and remedies under this Agreement.
- H. Severability. In the event any section of this Agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication will not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution on the date indicated herein:

[SIGNATURE PAGES FOLLOW]

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**DEKALB COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
**MICHAEL L. THURMOND**  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
**BARBARA H. SANDERS, CCC, CMC**  
Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**IRVIN J. JOHNSON**  
Tax Commissioner  
DeKalb County, Georgia

\_\_\_\_\_  
County Attorney

**CITY OF CLARKSTON, GEORGIA**

\_\_\_\_\_  
(SEAL)  
Edward "Ted" Terry, Mayor

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

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Keith Barker, City Manager

\_\_\_\_\_  
Stephen Gervaise Quinn, City Attorney

**ATTEST:**

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

CITY OF CLARKSTON

ITEM NO: F2

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

**SUBJECT:** Approve Bid Award for Asphalt Pavement Repair and Resurfacing of Church Street and East Ponce de Leon and Asphalt Patching of Brockett Road

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHEMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Keith Barker  
PHONE NUMBER: 404-296-6489

PURPOSE:

To Approve the Bid Award for Asphalt Pavement Repair and Resurfacing of Church Street and East Ponce de Leon and Asphalt Patching of Brockett Road.

NEED/ IMPACT:

BACKGROUND

The Asphalt Repair and Resurfacing Project bid package was advertised for 4 weeks in the Champion Newspaper and various other bid sites. The bid package was issued on April 24<sup>th</sup> and bids were opened on May 24<sup>th</sup>, 2018.

This project was identified as a priority by city council during the SPLOST programming in early 2018. The schedule at that time identified a summer 2018 commencement of work. This is project #3 to be funded by SPLOST.

PROJECT DESCRIPTION

The Project consists of asphalt milling, resurfacing and striping (with thermoplastic paint) 3.2 miles of roadway; including asphalt repair on Brockett Road, described as follows:

- Church Street from North Decatur Road to East Ponce de Leon
- East Ponce de Leon from Market Street to East Ponce de Leon
- Brockett Road (repairs at various locations)

The repairs to Brockett Road are being performed at those locations where significant pavement distress is observed. These repairs are temporary until which time Brockett Road is resurfaced in FY 21.

BID RESULTS

The following three (3) bids and corresponding bid amounts were received on May 24<sup>th</sup>, 2018:  
Stuart Brothers - \$895,255.39

Pittman Construction Company - \$1,081,362.26  
CW Matthews - \$1,110,145.06

The low bidder is Stuart Brothers. In evaluating the bid tabulation, a mistake was found in the TOTAL AMOUNT. The corrected bid amount is \$895,255.59. This corrected bid amount does not affect the final determination. The low bidder remains as Stewart Brothers. All remaining documents are in conformance with the bid package requirements. The required minimum DBE of 12% was exceeded by Stuart Brothers. The "Vendor Affidavit of Compliance with the City of Clarkson Fair Hiring Practices" was signed.

#### BUDGET AND ENGINEERING ESTIMATE

In December 2017, the SPLOST Programming estimate was identified as \$739,000. The Engineering Estimate prior to the Bid Opening was calculated to be \$785,000. The low bid is 12% higher than the engineering estimate. The recommendation is to accept the low bid from Stewart Brothers.

#### NEXT STEPS

Upon council approval, a contract will be prepared and signed by both parties in June. Staff will issue a NTP in June. The contract requires project completion within ninety calendar days from issuance of the NTP

#### RECOMMENDATION:

Staff recommends approval of the Bid Award for Asphalt Pavement Repair and Resurfacing of Church Street and East Ponce de Leon and Asphalt Patching of Brockett Road.

CITY OF CLARKSTON

ITEM NO: F3

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
City Council

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

SUBJECT: To approve the Mayor's nomination to fill a vacant position on the Planning and Zoning Board.

DEPARTMENT:  
Planning & Development

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages: 3

INFORMATION CONTACT:  
Shawanna Qawiy, Planning and Dev. Director  
PHONE NUMBER: 404-296-6489

**PURPOSE:**

The Mayor shall recommend Benjamin Jon Hendricks to the City Council representing as a viable candidate to fill the vacant position on the Planning and Zoning Board. The City Council shall appoint to the Planning and Zoning Board Benjamin Jon Hendricks with a remaining term that will expire on December 31, 2018. The term can be extended to a four (4) year term after the current term has expired and at the recommendation of the Mayor and approval of the City Council.

**RECOMMENDATION:** N/A

CITY OF CLARKSTON

ITEM NO: F4

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

SUBJECT: Appoint Council Woman Y.T. Bell to the Clarkston Charter Review Committee

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

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

PURPOSE:

To consider appointing Council Woman Y.T. Bell to the Clarkston Charter Review Committee.

NEED/ IMPACT:

The Clarkston City Council created and appointed members to the Clarkston Charter Review Committee at its Regular Meeting held on June 6, 2017. The Resolution creating the Charter Review Committee specified that the committee shall consist of seven (7) members. Each member shall serve in such capacity for the duration of this specific review. Five (5) members shall reside in the City of Clarkston and shall be appointed by a majority of a quorum of the Clarkston City Council. Two (2) members shall be current members of the City Council and shall be appointed by a majority of a quorum of the City Council.

Due to recent elections, currently there exists only one (1) member of the Clarkston City Council serving on the Charter Review Committee. The City Council desires to appoint Council Woman Y.T. Bell to fill the vacant spot.

RECOMMENDATIONS:

No staff recommendation.



***A PROCLAMATION OF THE CITY OF CLARKSTON DESIGNATING JUNE AS  
IMMIGRANT HERITAGE MONTH 2018***

**WHEREAS**, generations of immigrants from every corner of the globe have built our country's economy and created the unique character of our nation; and

**WHEREAS**, immigrants continue to grow businesses, innovate, strengthen our economy, and create American jobs in Clarkston, Georgia; and

**WHEREAS**, immigrants have provided the United States with unique social and cultural influence, fundamentally enriching the extraordinary character of our nation; and

**WHEREAS**, immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create a fairer and more just society for all Americans; and

**WHEREAS**, despite these countless contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history and continuing to the present day; and

**NOW, THEREFORE**, I, Mayor Ted Terry, on behalf of the City of Clarkston and its City Council, do hereby proclaim that June 2018 is designated as "Immigrant Heritage Month."

---

*Mayor Ted Terry, City of Clarkston*

**ATTEST:** \_\_\_\_\_  
*City Clerk*

Seal

CITY OF CLARKSTON

ITEM NO: F6

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

**SUBJECT:** Approve 2018 Proposed Advertised Millage Rate

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHEMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Keith Barker  
PHONE NUMBER: 404-296-6489

PURPOSE:

To Set the 2018 Advertised Millage Rate.

NEED/ IMPACT:

The City of Clarkston has received our first Valuation Report from DeKalb County in preparation for the millage adoption process. The current 2018 projected Clarkston Net Tax Digest is \$169,147,068. The 2017 Net Tax Digest for Clarkston was \$163,285,508. This represents an increase of \$5,861,560 in our Net Tax Digest. The current digest figures are subject to change as additional information is received.

The calculated rollback millage rate for 2018, (rate which applied would net the city the same tax revenue amount as last year) is 15.25 mils. The rollback millage rate for 2018 is lower than the 2017 adopted millage rate of 15.89 mils due to an increase in the net digest.

DeKalb County has requested that our final adopted millage rate be concluded before July 6, 2018. The Council must vote to set a proposed advertised millage rate at the June 5, 2018 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 would 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 their 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.

RECOMMENDATION:

Staff recommends setting the 2018 Advertised Millage Rate at 16.00 mils.

CITY OF CLARKSTON

ITEM NO: F7

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

**SUBJECT:** Adopt Resolution Authorizing, Among Other Things, the Issuance and Sale of a Tax Anticipation Note in the Principal Amount of \$650,000

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 12

INFORMATION CONTACT: Keith Barker  
PHONE NUMBER: 404-296-6489 ext. 413

PURPOSE: To consider adopting the attached Resolution Authorizing, Among Other Things, the Issuance and Sale of a Tax Anticipation Note in the Principal Amount of \$650,000

NEED/ IMPACT: The City of Clarkston will receive approximately 58% of our total anticipated revenue for fiscal year 2018 between the months of September and December. The majority of this revenue comes from property taxes, insurance premium payments and municipal court fines. The bulk of this revenue; property taxes and insurance premium payments, is received during the months of September, October and November.

The City anticipates receiving the final 2018 tax digest in the next couple of weeks. While we will not receive property taxes until later this year, we have to generate additional available cash to cover our payrolls and other budgeted expenditures over the summer months. The use and subsequent reduction in surplus available cash on hand will result in a temporary cash flow problem during the months from June through September if not addressed. (2018 tax proceeds will be remitted from Dekalb County beginning the end of September through November). We have prepared a detailed schedule of monthly cash flow projections for the remainder of 2018 and expect our deficit balance in operating cash to be approximately \$269,000 at the end of July 2018 and topping out with a deficit balance of \$650,000 by the end of August 2018.

Given that tax proceeds are not received until the 4<sup>th</sup> quarter of the fiscal year within which they are budgeted, this fiscal reality is not unusual. Many Georgia counties and municipalities take advantage of a State Law that authorizes the issuance of a Tax Anticipation Note (TAN), which will allow borrowing funds sufficient to cover the temporary cash flow deficit. Funds borrowed must be repaid in full prior to December 31<sup>st</sup> of each year.

Staff has received a quote from BB&T Bank for the issuance of a TAN in the amount of \$650,000 with an anticipated closing date of June 8, 2018 with full payment due of principal and interest on December 31,

2018. The interest rate charged on the principal balance will be 2.97% annually amortized over 202 days. Accordingly, the interest payments to BB&T will be approximately \$11,047. Additionally, issuance of a TAN requires preparation of the TAN resolution and other associated documents by a bond attorney. The fee for the bond attorney will be \$5,000.

RECOMMENDATIONS: Staff recommends the City Council adopt the attached TAN Resolution and associated documents.

5130 Parkway Plaza Blvd.  
Charlotte, N.C. 28217  
(704) 954-1700  
Fax (704) 954-1799

VIA ELECTRONIC DELIVERY  
[ddefnall@cityofclarkston.com](mailto:ddefnall@cityofclarkston.com)

[mcwilliams@bbandt.com](mailto:mcwilliams@bbandt.com)  
direct dial: (678) 989-1110

May 23, 2018

Mr. Dan Defnall  
Finance Director  
City of Clarkston  
1055 Rowland St.  
Clarkston, GA 30021-1711

Dear Mr. Defnall:

Branch Banking and Trust Company (“BB&T”), is pleased to offer this proposal for the financing requested by the City of Clarkston (“City”).

- (1) **Project:** Tax Anticipation Note
- (2) **Amount to be Financed:** \$650,000
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Maturity</u>	<u>Rate</u>
December 31, 2018	2.97%

One bullet payment shall be made on December 31, 2018, as requested. The interest rate stated above is valid for a closing no later than July 9, 2018. The financing documents shall allow prepayment of the principal balance in whole at any time with no prepayment premium.

The stated interest rate assumes that the City expects to borrow less than \$10,000,000 in calendar year 2018 and that the City shall comply with the IRS Code Sections 141, 148, 149(e) and Section 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not qualified tax-exempt financing.

- (4) **Security**

The Note will be a Tax Anticipation Note, secured by the City’s full faith and credit and unlimited taxing power.

- (5) **Financing Documents**

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the Tax Anticipation Note according to Georgia statutes. All applicable costs of

counsel for the City and BB&T (if any) and any other costs of issuance shall be paid by the City. The City shall provide an unqualified bond counsel opinion. BB&T reserves the right to review the documents and all documentation shall be acceptable to BB&T and its counsel.

\*\*\*\*\*

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently aware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

BB&T appreciates the opportunity to make this financing proposal and requests to be notified as soon as possible should BB&T be the successful proposer. Please call me at (678) 989-1110 with your questions and comments. We look forward to hearing from you.

Sincerely,

Branch Banking & Trust Company



Matt Williams  
Vice President

Enclosure

Branch Banking and Trust Company  
Draft Amortization Schedule

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City of Clarkston  
2018 Tax Anticipation Note

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Nominal Annual Rate .... : 2.970 %

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	06/08/2018				650,000.00
1	12/31/2018	661,046.75	11,046.75	650,000.00	0.00

**RESOLUTION**  
**AUTHORIZING, AMONG OTHER THINGS,**  
**THE ISSUANCE AND SALE OF A TAX ANTICIPATION NOTE**  
**IN THE AMOUNT OF \$650,000**

**WHEREAS**, the City of Clarkston, Georgia (the “Issuer”) is a municipal corporation of the State of Georgia, duly created and existing under and by virtue of the Constitution and laws of the State of Georgia; and

**WHEREAS**, the Mayor and City Council of the City of Clarkston, Georgia (the “Governing Body”) has determined that it is in the best interest of the Issuer to borrow money to pay current expenses for calendar year 2018 in anticipation of the receipt of taxes levied or to be levied for the General Fund; and

**WHEREAS**, the Issuer is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated to borrow money to pay current expenses during any calendar year and to evidence such borrowing by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

**WHEREAS**, the Issuer proposes to issue a Tax Anticipation Note in the principal amount of \$650,000 (the “Note”) to pay the current expenses of the Issuer;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Issuer and it is hereby resolved by authority of the same, as follows:

**Section 1. Findings.** The Governing Body hereby finds and determines as follows: (a) the principal amount of the Note and any other outstanding temporary loans do not exceed 75% of the total gross income from taxes collected by the Issuer in calendar year 2017 for the General Fund; (b) the principal amount of the Note, together with other contracts, notes, warrants or obligations of the Issuer for current expenses payable from the General Fund, do not exceed the total anticipated tax revenues of the Issuer for the General Fund for calendar year 2018; (c) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2017 or any prior calendar year remains unpaid as of the date hereof; and (d) a need exists for the Issuer to borrow \$650,000 to pay current expenses of the Issuer in calendar year 2018 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2018.

**Section 2. Authorization of Note; Terms and Execution.** There is hereby authorized to be issued a tax anticipation note of the Issuer in the principal amount of \$650,000 which shall be designated “City of Clarkston, Georgia Tax Anticipation Note, 2018” (the “Note”). The Note shall be dated as of the date of delivery thereof to the purchaser, shall bear interest at the rate of interest set forth therein and shall be issued in registered form. Both principal and interest shall be payable in lawful money of the United States of America by wire transfer to the person who is the registered owner on December 15, 2018 without the presentation or surrender of the Note, except that upon written request of the Issuer made

concurrently with or reasonably promptly after payment in full of the Note, the registered owner thereof shall surrender the Note for cancellation, reasonably promptly after any such request, to the Issuer, and shall be payable as to principal and interest. The Note shall mature and together with accrued interest shall be payable on December 31, 2018. The Note may be prepaid in whole prior to maturity, without premium, in an amount equal to par plus accrued interest. The Note shall be executed by the Mayor and shall be attested to by the Clerk, and the seal shall be impressed thereon. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be a valid Note obligation of the Issuer and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the Issuer when the Note shall be actually delivered.

**Section 3. Approval of Form of Note.** The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A subject to such minor changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery of the Note shall be conclusive evidence of such approval.

**Section 4. Tax Revenues Used to Repay Note.** The Issuer agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the Issuer from taxes levied or to be levied for calendar year 2018 for the General Fund and other funds available for such purpose. The indebtedness evidenced by the Note is a general obligation of the Issuer, and the full faith and credit of the Issuer have been and hereby are irrevocably pledged to secure the payment of the principal of and interest on this Note.

**Section 5. Authentication of Note.** The Note as originally issued and each Note issued in connection with a registration of transfer shall have endorsed thereon a certificate of authentication substantially in the form set forth in the Note. The Note shall not be deemed to be validly issued hereunder unless it contains such certificate of authentication.

**Section 6. Registered Owner.** The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

**Section 7. Tax Covenants and Representations.** The Note is being issued by the Issuer for the governmental purpose of providing funds for the current expenses of the Issuer for the year 2018, in compliance with the conditions necessary for the interest income on the Note to be excludable from gross income for federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). It is the intention of the Issuer that the interest on the Note be and remain excludable from gross income for federal income tax purposes, and, to that end, the Issuer hereby covenants with the holder of the Note, as follows:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Note under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action in a way that would cause the Note to be (i) a “private activity bond” within the meaning of Section 141 of the Code, (ii) an obligation which is “federally guaranteed” within the meaning of Section 149 of the Code or (iii) a “hedge bond” within the meaning of Section 149 of the Code.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action that would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(d) It will cause to be completed and filed with the Internal Revenue Service the information required by Section 149(e) of the Code (Treasury Form 8038-G) simultaneously with the issuance of the Note.

**Section 8. General Authority.** From and after the date of adoption of this Resolution, any member of the Governing Body and the officers of the Issuer are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Note. All actions of the Governing Body, officers or agents of the Issuer taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

**Section 9. Sale of Note.** The sale of the Note to Branch Banking and Trust Company is hereby approved.

**Section 10. Tax Levy for Payment of Note.** For the purpose of providing funds for the payment of the principal of and interest on the Note, there shall be and hereby is assessed and levied and there shall hereafter be collected a direct tax upon all real and personal property now or hereafter subject to taxation within the Issuer, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Said sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due on the Note, and the provisions to meet the requirements of this Resolution shall hereafter be made in due time and manner so that the Note, including both principal and interest, shall be fully paid at maturity.

**Section 11. Bank Qualification.** The Issuer hereby designates the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

**Section 12. Contract.** The provisions, terms, and conditions of this Resolution will constitute a contract by and between the Issuer and the holder of the Note. After the issuance of the Note, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the holder of the Note.

**Section 13. Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this Resolution shall be, and they are, to the extent of such conflict, hereby repealed.

Adopted by the Governing Body of the Issuer on June 5, 2018.

**CITY OF CLARKSTON, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

UNITED STATES OF AMERICA

STATE OF GEORGIA

CITY OF CLARKSTON, GEORGIA  
TAX ANTICIPATION NOTE,  
2018

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Date of Issue</u>
December 31, 2018	\$650,000	June 8, 2018

KNOW ALL MEN BY THESE PRESENTS: CITY OF CLARKSTON, GEORGIA, a municipal corporation of the State of Georgia (the “Issuer”), for value received, hereby promises to pay to Branch Banking and Trust Company or its successors or assigns (the “Bank”), (a) the sum of \$650,000 and (b) interest on such sum at the rate of 2.97% per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months), in immediately available funds, on the Maturity Date set forth above.

Both principal hereof and interest are payable in lawful money of the United States of America. The Issuer also promises to pay any and all amounts owed by the Issuer as arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and any amounts expended by any owner of this Note in connection with the collection of amounts owed hereunder, including, but not limited to attorney fees.

This Note is authorized by a resolution (the “Resolution”) duly adopted by the Mayor and City Council of the City of Clarkston, Georgia (the “Governing Body”) of the Issuer on June 5, 2018 (the “Note Resolution”), in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of making a temporary loan to pay current expenses of the Issuer in calendar year 2018.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund in calendar year 2018. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the Issuer in calendar year 2017 and does not exceed, together with other contracts, notes, warrants and obligations of the Issuer for calendar year 2018 payable from the General Fund, the total anticipated revenues from taxes of the Issuer for the General Fund for calendar year 2018. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2017 or any prior calendar year remains unpaid.

This Note may be prepaid in whole prior to maturity, without premium, in an amount equal to par plus accrued interest.

The Issuer hereby waives demand, protest, notice of demand, protest and nonpayment and any other notice, required by law relative hereto.

The Issuer represents and warrants to the Bank that:

(a) The Issuer is a municipal corporation duly created and existing under the laws of the State of Georgia with the power and authority to execute this Note.

(b) The proceeds of the loan evidenced by this Note will be used for the operations of the Issuer.

(c) The execution and delivery of, and the performance of the obligations and agreements of the Issuer set forth or referred to in this Note have been duly authorized by all necessary proceedings.

(d) There is no action, suit or proceeding pending or, to the best knowledge of the Issuer, threatened against or affecting the Issuer before any court, governmental department, commission, board or other federal, state, Issuer, municipal or other instrumentality, agency or authority which might adversely affect the power or authority of the Issuer or the ability of the Issuer to perform its obligations set forth or referred to in this Note.

(e) All authorizations, consents, approvals and findings of governmental bodies or agencies required of the Issuer in connection with the (i) execution and delivery of this Note, (ii) adoption of the Note Resolution and (iii) consummation of the transactions contemplated by this Note and the Note Resolution have been obtained and are in full force and effect. The Note Resolution has not been modified or rescinded and is in full force and effect.

(f) The execution and delivery of, and the performance of the obligations and agreements set forth or referred to in this Note, will not conflict with or constitute a violation or a default under any constitutional provision, statute, indenture, mortgage, lease, resolution, or other agreement or instrument, to which the Issuer is a party or by which it is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or its activities or properties.

(h) The adoption of the Note Resolution occurred at a meeting held after due and reasonable public notice given in accordance with the Issuer's procedures and the provisions of law, which was open to the public and at which a quorum was present and acting throughout, and said actions appear of public record in the minute books of the Issuer.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the

manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the Issuer will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon; and that this Note, together with all other indebtedness of the Issuer, is within every debt or other limit provided by the Constitution and laws of the State of Georgia.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Note Resolution.

IN WITNESS WHEREOF, the Issuer acting by and through its Governing Body, has caused this Note to be executed in its name by the manual signature of the Mayor, and attested by the manual signature of the Clerk and the seal of the Issuer to be impressed or imprinted hereon, all as of the date of original issue as shown above.

CITY OF CLARKSTON, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

**CERTIFICATE OF AUTHENTICATION**

This is the Note described in the within mentioned authorizing resolution of the Mayor and City Council of the City of Clarkston, Georgia adopted on June 5, 2018, and is hereby authenticated.

**CITY OF CLARKSTON, GEORGIA**

By: \_\_\_\_\_  
Mayor

Date of Authentication: June 8, 2018

\* \* \* \* \*

**CLERK'S CERTIFICATE**

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Clarkston, Georgia Tax Anticipation Note, 2018 in the principal amount of \$650,000, which resolution was duly adopted at a meeting of the governing body (the "Governing Body") of the City of Clarkston, Georgia which was duly called and assembled on June 5, 2018, which was open to the public, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body, this 5th day of June, 2018.

(SEAL)

---

Clerk

CITY OF CLARKSTON

ITEM NO: F8

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

**SUBJECT:** City of Tucker Intergovernmental Agreement for Municipal Court Services

DEPARTMENT: Municipal Court

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 5

INFORMATION CONTACT: Keith Barker  
PHONE NUMBER: 404-296-6489 ext 425

**PURPOSE:** To approve the attached Intergovernmental Agreement for City of Clarkston to provide Municipal Court Staffing Services and Facilities for the City of Tucker.

**NEED/ IMPACT:** The City of Clarkston approved an Intergovernmental Agreement with the City of Tucker in November 2016. The City of Clarkston began providing municipal court services for one court session monthly for the City of Tucker in January 2017. These services included all staffing and court computer system management by the City of Clarkston for the City of Tucker court.

The City of Tucker has requested to utilize the City of Clarkston court staffing and facilities to conduct one additional monthly court session for prosecution of city ordinance violations. Previously, the City of Tucker had no available facility or staffing to conduct Municipal Court sessions to prosecute violations of city ordinances. O.C.G.A 36-32-12 provides that sessions of municipal court may be held outside the municipality for which the municipal court is established if such sessions are held within a county in which the municipality is located or has its legal situs. Going forward effective June 1, 2018, City of Tucker staff will begin taking over responsibility for staffing and court data management responsibilities and City of Clarkston staff will be providing training and back up support for court sessions when needed as City of Tucker staff get fully trained.

The attached Intergovernmental Agreement for the Holding of Municipal Court for the City of Tucker outlines the duties and responsibilities between the City of Clarkston and the City of Tucker. This agreement stipulates that the City of Tucker will pay \$800 per session for use of courtroom facility and court clerk staffing services. The cost of fees related to the City of Tucker municipal judge, solicitor, public defender, interpreters, and other court support personnel will be paid directly by the City of Tucker to the provider of those services. The term of the agreement is one year from June 1, 2018 through May 31, 2019 so both parties can evaluate the services provided and impacts on operations for each respective municipality.

**RECOMMENDATIONS:** Staff recommends approval of the attached Intergovernmental Agreement for the City of Clarkston to provide Municipal Court Services for the City of Tucker.

**THE SECOND INTERGOVERNMENTAL AGREEMENT  
FOR THE HOLDING OF MUNICIPAL COURT FOR THE CITY OF TUCKER  
between  
CITY OF CLARKSTON, GEORGIA AND  
THE CITY OF TUCKER, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT, by and between the City of Clarkston, Georgia (“Clarkston) and the City of Tucker, Georgia (“Tucker).

WHEREAS, the City of Clarkston, Georgia is a municipality within DeKalb County officially chartered by Governor Alexander Stevens on December 12, 1882; and

WHEREAS, the City of Tucker is a municipality within DeKalb County created by the 2015 Georgia General Assembly pursuant to House Bill 515 (hereinafter referred to as “Tucker’s City Charter”); and

WHEREAS, the City Council of the City of Tucker has established the Municipal Court of the City of Tucker by ordinance on November 14, 2016; and

WHEREAS, the City of Clarkston has been hosting the Municipal Court of Tucker since its first court session in January 2017; and

WHEREAS, the City of Clarkston agrees to continue to hold sessions of the Municipal Court of the City of Tucker pursuant to this Agreement; and

WHEREAS, Clarkston and Tucker continue to desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions by replacing the initial Intergovernmental Agreement For The Holding Of The Municipal Court of Tucker with this replacement intergovernmental agreement.

**NOW THEREFORE, in consideration of the following mutual obligations, City of Clarkston and City of Tucker agree as follows:**

## **ARTICLE 1**

### **TERM OF AGREEMENT**

The term of this Agreement commences on June 1, 2018 at 0000 hours and concludes at 2400 hours on May 31, 2019. The parties agree that this agreement shall be terminable at will by either party.

## **ARTICLE 2**

### **COMPENSATION AND CONSIDERATION**

2.1 For the services to be rendered pursuant to this Agreement, Clarkston shall be remitted a flat fee of \$800 dollars per month for each court session.

2.2 The remittance referenced in section 2.1 shall be paid to Clarkston on or before 15<sup>th</sup> day of the month following each invoice.

## **ARTICLE 3**

### **SERVICES**

3.1 During the term of this Agreement, Clarkston agrees to court sessions each month for the Municipal Court of the City of Tucker.

a) The code enforcement session will be held on the third Wednesday of each month. The start time for the court sessions shall be 10:00 a.m. and shall end within 5 hours of the start time.

b) The police enforcement session will be held on the fourth Wednesday of each month. The start time for the court sessions shall be 10:00 a.m. and shall end within 5 hours of the start time.

(c) If a court date needs to be scheduled for a different date then referenced above, both parties shall agree to the rescheduled date.

3.2 One representative of Tucker shall provide a courtesy spreadsheet of the citations issued each month at least one week in advance of each court date.

3.3 Clarkston shall provide the services of a court clerk as necessary for training and back up when city of Tucker personnel are not available for a court session.

3.4 City of Tucker shall be responsible for all collection of fines and fees.

3.5 The City of Tucker shall appoint a judge or judges to preside over the court and shall appoint the solicitors. The City of Tucker shall be responsible for the payment of the judges and solicitors.

3.6 The City of Tucker shall responsible to have available interpreters and any other required court support personnel.

3.7 The City of Clarkston shall provide at least 1 uniform police officer and all other security needs.

3.8 The City of Clarkston shall provide the facility necessary for the holding of each court session.

#### **ARTICLE 4**

##### **EMPLOYMENT STATUS**

All City of Clarkston personnel assigned to the Municipal Court of the City of Tucker under this Agreement, are and will continue to be employees of Clarkston for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

#### **ARTICLE 5**

##### **AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties.

#### **ARTICLE 6**

##### **NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate email notice. Notices shall be addressed to the parties at the following addresses:

##### **If to the City of Clarkston:**

Keith Baker, City Manager  
1055 Rowland Street  
Clarkston, GA 30021  
Office 404-296-6489  
[kbarker@cityofclarkston.com](mailto:kbarker@cityofclarkston.com)

**With a copy to:**

Stephen G. Quinn  
Wilson, Morton & Downs LLC  
125 Clairemont Ave., Ste. 420  
Decatur, Georgia 30030  
(404) 377-3638  
squinn@wmdlegal.com

**If to the City of Tucker:**

Tami Hanlin, City Manager  
City of Tucker  
4119 Adrian Street  
Tucker, Georgia 30084  
Office 678-597-9040  
thanlin@tuckerga.gov

**With a copy to:**

Brian Anderson, City Attorney  
City of Tucker  
4119 Adrian Street  
Tucker, Georgia 30084  
Office number 678-597-9040  
banderson@tuckerga.gov

**ARTICLE 7**

**NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 8**

**ENTIRE AGREEMENT**

The parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement and supersedes all prior oral or written agreements or understandings.

**ARTICLE 9**

**COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF, the City of Clarkston and the City of Tucker have executed this Agreement through their duly authorized officers.**

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

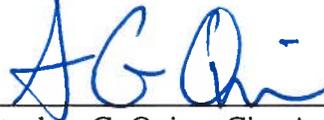
**CITY OF CLARKSTON, GEORGIA**

By: \_\_\_\_\_  
Keith Barker  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

Approved as to form:

 5-24-18  
\_\_\_\_\_  
Stephen G. Quinn, City Attorney

**TUCKER, GEORGIA**

By: \_\_\_\_\_  
Tami Hanlin  
City Manager

ATTEST:

\_\_\_\_\_  
Bonnie Warne City Clerk (SEAL)

CITY OF CLARKSTON

ITEM NO: F11

CLARKSTON CITY COUNCIL SPECIAL CALL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: May 29, 2018

**SUBJECT:** Approve Intergovernmental Agreement for the 2018 Distribution of Homestead Option Sales Tax Proceeds and Equalized Homestead Option Sales Tax Proceeds with DeKalb County

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 8

INFORMATION CONTACT: Keith Barker  
PHONE NUMBER: 404-296-6489

**PURPOSE:**

To approval of the attached Intergovernmental Agreement for the 2018 Distribution of Homestead Option Sales Tax Proceeds and Equalized Homestead Option Sales Tax Proceeds with DeKalb County.

**NEED/ IMPACT:**

This intergovernmental agreement provides the specific amount of capital outlay proceeds (equalization payments) to be distributed to each City and the County from 2018 HOST proceeds and provides a method for the distribution of EHOST proceeds between the County and Cities.

**FISCAL NOTE:**

A portion of HOST proceeds collected in 2018 shall be distributed to the City and used toward funding City capital outlay projects. One hundred percent of EHOST proceeds distributed to the County will be used to reduce ad valorem property tax millage rates.

**RECOMMENDATIONS:**

Approve the attached Intergovernmental Agreement for the 2018 Distribution of Homestead Option Sales Tax Proceeds and Equalized Homestead Option Sales Tax Proceeds with DeKalb County.

**INTERGOVERNMENTAL AGREEMENT FOR THE 2018 DISTRIBUTION  
OF HOMESTEAD OPTION SALES TAX PROCEEDS AND EQUALIZED  
HOMESTEAD OPTION SALES TAX PROCEEDS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the “County”), and the City of Avondale Estates, the City of Brookhaven, the City of Chamblee, the City of Clarkston, the City of Decatur, the City of Doraville, the City of Dunwoody, the City of Lithonia, the City of Pine Lake, the City of Stonecrest, the City of Stone Mountain, and the City of Tucker, municipal corporations of the State of Georgia (hereinafter collectively the “Municipalities” and, individually, as the context requires, “Municipality”).

**WITNESSETH:**

**WHEREAS**, the parties to this Agreement consist of the County and the Municipalities;

**WHEREAS**, pursuant to O.C.G.A. § 48-8-109.1 *et seq.* (the “Act”), a referendum election was held in DeKalb County, Georgia on November 7, 2017 in which voters approved suspending the one percent Homestead Option Sales and Use Tax (“HOST”) and replacing the tax with a one percent Equalized Homestead Option Sales and Use Tax (“EHOST”), for the purpose of applying one-hundred percent of the proceeds collected from EHOST toward reducing ad valorem property tax millage rates within the County and Municipalities;

**WHEREAS**, pursuant to the Act, HOST is levied in DeKalb County until April 1, 2018, at which time EHOST becomes effective;

**WHEREAS**, the Act does not provide a method for the distribution of HOST and EHOST proceeds during partial years;

**WHEREAS**, the State Revenue Commissioner for the Georgia Department of Revenue (“Revenue Commissioner”) collected HOST proceeds within DeKalb County from January 1, 2018 through March 31, 2018 (“2018 HOST Proceeds”) and disbursed the 2018 HOST Proceeds to the County governing authority;

**WHEREAS**, the County and the Municipalities have agreed on an equalization amount to be paid by the County to the governing authority of each Municipality from the 2018 HOST Proceeds and also agreed on a method to calculate the total homestead exemption provided in 2018 for all homestead properties in DeKalb County;

**WHEREAS**, the County and the Municipalities have reviewed the applicable law and agreed upon a method to request the Revenue Commissioner to disburse proceeds collected from EHOST during 2018;

**WHEREAS**, the County and the Municipalities are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia and O.C.G.A. § 48-8-104(c)(2); and

**NOW, THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

**Section 1. Representations and Mutual Covenants**

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
  - (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
  - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
  - (iii) This Agreement is a valid, binding, and enforceable obligation of the County.
  
- (B) Each of the Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
  - (i) The Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
  - (ii) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement; and
  - (iii) This Agreement is a valid, binding, and enforceable obligation of the Municipality; and
  - (iv) The Municipality is located in part or entirely within the geographic boundaries of the special tax district created in the County.
  
- (C) It is the intention of the County and Municipalities to comply in all applicable respects with O.C.G.A. §§ 48-8-100 *et seq.* and 48-8-109.1 *et seq.* and all provisions of this Agreement shall be construed in light of the applicable provisions found in O.C.G.A. §§ 48-8-100 *et seq.* and 48-8-109.1 *et seq.*
  
- (D) The County and the Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of HOST and EHOST proceeds.

**Section 2. Conditions Precedent**

The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the collection of both the HOST and EHOST taxes by the Revenue Commissioner and transferring same to the County and Municipalities in conformity with this

Agreement and the applicable provisions of O.C.G.A. § 48-8-100 *et seq.* and O.C.G.A. § 48-8-109.1 *et seq.*

**Section 3. 2018 HOST Equalization Payments**

- (A) The parties acknowledge that the Revenue Commissioner disbursed all 2018 HOST Proceeds to the County.
- (B) The parties acknowledge and agree, in accordance with O.C.G.A. § 48-8-104, that the parties are required to utilize a portion of the 2018 HOST proceeds to fund capital outlay projects.
- (C) The parties expressly agree that the total amounts due each Municipality for capital outlay projects (“Equalization Payments”) from the 2018 HOST Proceeds are reflected in the table below:

City	Equalization Payments
Avondale Estates	\$ 131,445.12
Brookhaven	\$ 1,631,932.97
Chamblee	\$ 313,285.45
Clarkston	\$ 18,591.05
Decatur	\$ 1,162,248.60
Doraville	\$ 65,971.98
Dunwoody	\$ 1,476,947.03
Lithonia	\$ 3,747.14
Pine Lake	\$ 8,771.95
Stone Mountain	\$ 24,160.85
Stonecrest	\$ 52,045.71
Tucker	\$ 102,739.58

- (D) The County shall remit each respective Equalization Payment above to the Municipalities within 30 days of the execution of this Agreement.
- (E) The parties agree that the County shall retain that portion of the 2018 HOST Proceeds dedicated toward capital outlay projects remaining after the above Equalization Payments are remitted to the Municipalities.
- (F) The parties agree, upon remittance of the above Equalization Payments to the Municipalities by the County, that all 2018 HOST Proceeds are properly disbursed and distributed in accordance with O.C.G.A. §§ 48-8-100 *et seq.* and 48-8-109.1 *et seq.* and that no further 2018 HOST Proceeds are due and owing to any party to this Agreement.

#### **Section 4. Distribution of 2018 EHOST Proceeds**

- (A) The parties agree, in accordance with O.C.G.A. § 48-8-109.5, that EHOST proceeds collected by the Revenue Commissioner shall be disbursed as follows:
  - (i) One percent of EHOST proceeds shall be paid by the Revenue Commissioner into the general fund of the state treasury in order to defray the costs of administration.
  - (ii) After one percent of EHOST proceeds are subtracted to defray the cost of administration, the Revenue Commissioner, as required by O.C.G.A. § 48-8-109.5(c)(2)(A), shall disburse 2018 EHOST proceeds to the County to roll back, and eliminate if possible, the 2018 millage rates for any county ad valorem property tax line items levied uniformly throughout the county on homestead properties, which in this case are commonly referred to as the general fund taxes and taxes to defray the cost of hospital services. Because EHOST proceeds will only be collected for nine months in 2018, the County does not anticipate excess proceeds to be distributed pursuant to O.C.G.A. § 48-8-109.5(c)(2)(B) to the County and all the Municipalities, including that portion of the City of Atlanta located in DeKalb County.
- (B) On or before August 1, 2018, the County shall provide to the Revenue Commissioner and each Municipality, including that portion of the City of Atlanta located in DeKalb County, written certification of the amount of EHOST proceeds necessary to roll back and eliminate the millage rates for all county ad valorem property tax line items levied uniformly throughout DeKalb County on homestead properties.
- (C) On or before August 1, 2018, the County and the Municipalities shall provide to the Revenue Commissioner written certification of the EHOST proceeds necessary to roll back and eliminate if possible: (1) the millage rates for any county ad valorem property tax line items levied only in unincorporated portions of the county on homestead properties; and (2) the millage rates for any municipal ad valorem property tax line items levied in every municipality located wholly or partially in the county on homestead properties but not in unincorporated portions of the county.
- (D) In the event the amount of EHOST proceeds necessary to eliminate the millage rates for all county ad valorem property tax line items identified in O.C.G.A. § 48-8-109.5(c)(2)(A) is reached, the County shall immediately provide written notification to the Revenue Commissioner and the Municipalities, including that portion of the City of Atlanta located in DeKalb County.
- (E) The County and the Municipalities agree that excess proceeds, if any, shall be distributed pursuant to O.C.G.A. § 48-8-109.5(c)(2)(B) to the County and the Municipalities, including that portion of the City of Atlanta located in DeKalb County.

#### **Section 5. 2018 Homestead Exemption**

The amount of proceeds used by the County to calculate the 2018 homestead exemption shall be the sum of (1) the amount of 2018 HOST Proceeds remaining after the proceeds dedicated

toward capital outlay projects are subtracted and (2) an amount equal to 75% of the total HOST sales and use taxes collected within DeKalb County during 2017.

### **Section 6. Effective Date and Term of this Agreement**

This Agreement shall commence upon the date of its execution and shall terminate on April 1, 2019, unless amended or superseded.

### **Section 7. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of the proceeds from the Homestead Option Sales and Use Tax and the Equalized Homestead Option Sales and Use Tax for the 2018 calendar year. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said HOST and EHOST taxes. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

### **Section 8. Amendments**

This Agreement shall not be amended or modified except by agreement in writing executed by the County and the Municipalities.

### **Section 9. Severability, Non-Waiver, Applicable Law, and Enforceability**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

## **Section 10. Compliance with Law**

During the term of this Agreement, the County and each Municipality shall comply with all State law applicable to the use of the HOST and EHOST proceeds, specifically including O.C.G.A. § 48-8-100 *et seq.* and O.C.G.A. § 48-8-109.1 *et seq.*

## **Section 11. Dispute Resolution**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (A) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least 10 years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within 15 days after the commencement of arbitration, the city or cities party to the arbitration shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.
- (B) The arbitration shall be governed by the laws of the State of Georgia.
- (C) The standard provisions of the Commercial Rules shall apply.
- (D) Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14.
- (E) The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

## **Section 12. No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**Section 13. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_(SEAL)  
**MICHAEL L. THURMOND**  
Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
**BARBARA SANDERS-NORWOOD, CCC**  
Clerk to the Board of Commissioners  
and Chief Executive Officer

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM AND  
LEGAL VALIDITY:**

\_\_\_\_\_  
**ZACHARY L. WILLIAMS**  
Chief Operating Officer

\_\_\_\_\_  
**VIVIANE H. ERNSTES**  
Interim County Attorney

**CITY OF CLARKSTON, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor Ted Terry

\_\_\_\_\_

Tracy Ashby, Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

Keith Barker, City Manager

 5-23-18

Stephen G. Quinn, City Attorney