



CITY COUNCIL MEETING

Ted Terry – Mayor

YT Bell

Andrea Cervone

Jamie Carroll

Awet Eyasu

Ahmed Hassan

Mario Williams

Robin I. Gomez– City Manager

AGENDA

Tuesday, March 5, 2019 7:00PM

A. CALL TO ORDER

B. ROLL CALL

C. ADMINISTRATIVE BUSINESS/ PRESENTATION

C1) Approve Minutes: 2-5-2019

D. PUBLIC COMMENTS

Any member of the public may address the Council, during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. Attendees will be asked to conclude their comments in a reasonable time period if they exceed the 3 minute limit. The public comment period is not a time for dialogue. If your public comment contains a series of questions, please provide those questions to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the City must proceed in an orderly, timely manner.

E. REPORTS:

- 1) Planning & Zoning Report
- 2) City Manager's Report
- 3) City Attorney's Report
- 4) Council Remarks
- 5) Mayor's Report

F. OLD BUSINESS

F1) Myrick Gurosky and Associates for the North American Mission Board of the Southern Baptist Convention, Incorporated with the Clarkston International Bible Church have submitted a planned unit development (PUD) request that will include multifamily housing, parking areas, and an activity center of the properties located at 3895 Church St., 3865 Church St., 3871 Church St., 993 Rowland St., 1011 Rowland St., 1001 Rowland St., 966 Rowland St., 954 Rowland St., and 960 Rowland St. (Public Hearing at 3-5-19 Council Meeting)

G. NEW BUSINESS

G1) Adopt an Ordinance to Amend the Text of Appendix A of the City of Clarkston Code of Ordinances, being the Clarkston Zoning Ordinance, to Authorize Microbreweries within the Town Center District and Light Industrial District

G2) Annexation request: Adopt a Resolution to Assign a Zoning Classification to the Proposed Annexation of Properties located at 3827, 3835, and 3861 East Avenue, Clarkston, GA 30021 (Unincorporated DeKalb County)

ITEM DEFERRED

G3) A request to rezone the properties located at 3827, 3835, 3861, and 3809 East Avenue, Clarkston, GA 30021 from NR-1 Low Density Residential to NR-3 High Density Residential. **ITEM DEFERRED**

G4) Adopt Agreement to Form the Clarkston Affordable Housing Trust

G5) Adopt Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement under the GMA Direct Leasing Program for the Lease/Purchase of Ten Public Safety Vehicles and related equipment in the Principal Amount of \$620,328.10

G6) Adopt a Resolution to Request the Georgia General Assembly to Annex Property into the City of Clarkston

H. ADJOURNMENT:

Note: Detailed Information for Agenda Items can be found at the City of Clarkston Website www.clarkstonga.gov/

DRAFT -MINUTES
CLARKSTON CITY COUNCIL

Tuesday, February 5, 2019

Officials Present

Vice-Mayor:	Awet Eyasu
Council:	YT Bell, Jamie Carroll, Ahmed Hassan,
City Manager:	Keith Barker
City Clerk:	Tracy Ashby
City Attorney:	Stephen Quinn

Vice-Mayor Awet Eyasu called the meeting to order at 7:00pm.

Roll Call: YT Bell, Awet Eyasu, Ahmed Hassan, Jamie Carroll, Andrea Cervone

Absent: Mayo Ted Terry, Andrea Cervone

Jamie Carrol arrive 7:09pm

Pledge of Allegiance

C. ADMINISTRATIVE BUSINESS/ PRESENTATION

C1) Approve Minutes: 1-3-2019 Council Meeting

Ahmed Hassan made a motion to approve the minutes for the 1-3-2019 Council Meeting. YT Bell seconded the motion. A vote was called and the motion carried (3, 0).

D. PUBLIC COMMENTS

The waste Management representative, Allen Owens spoke in regards to the company's services.

NAMB Representative David Melbourne spoke on the request for deferral of their project.

Tracy Bishop addressed various concerns to the Council.

Debbie Gathman addressed concerns with traffic at the Highway 78 exit onto Brockett.

Amina Osman spoke on issue with the lighting at Rogers Street.

John Beck expressed concerns with proposed zoning changes.

Laura Hopkins Welcomed the new City Manager and had concerns regarding the NAMB project.

Beverly Burks discussed previous items from prior council retreat.

Dean Moore addressed concerns with proposed zoning changes.

Vice-Mayor Eyasu closed public comments.

E. REPORTS:

1) Planning & Zoning Report

Shawanna Qawiy

2) City Manager's Report

Mr. Robin Gomez

3) City Attorney's Report

Stephen Quinn

4) Council Remarks

5) Mayor's Report

G. OLD BUSINESS

F1) Amend Chapter 3 of the Code regarding Alcohol to Allow "Late Night Sales" for Consumption on Premises
Council discussed the proposed ordinance to allow late night sales at boni-fide restaurant.

Jamie Carroll made a motion to approve amending Chapter 3 of the Code regarding Alcohol to Allow "Late Night Sales" for Consumption on Premises. Ahmed Hassan seconded the motion. A vote was called and the motion carried (4, 0).

H. NEW BUSINESS

G1) PUBLIC HEARING: Myrick Gurosky and Associates for North American Mission Board of the Southern Baptist Convention, Incorporated with Clarkston International Bible Church is submitting a site development plan for a proposed Planned Unit Development (PUD) consisting of nine (9) parcels located at 3895 Church Street-Parcel 18 096 16 003, 3865 Church Street, 18 096 06 006, 3871 Church Street, 18 096 16 005, 993 Rowland Street-18 096 15 005, 1011 Rowland Street-18 096 15 004, 1001 Rowland Street-18 096 15 006, 966 Rowland Street-18 096 16 008, 954 Rowland Street-18 096 16 010, 960 Rowland Street-18 096 16 009 Clarkston, GA 30021. If approved the PUD will include multifamily housing, new parking areas, and an activity center. ITEM DEFERRED

G2) PUBLIC HEARING: Rezoning request from Christopher Malone to rezone the property located at 3723 Debelle Street-Clarkston, GA 30021, parcel 18 067 03 001 from NR-1 Low Density Neighborhood Residential to NR-2 Medium Density Residential. If approved the applicant will subdivide the property into two (2) lots to construct a new 1484 SF single family home on the vacant lot.

Shawanna Qawi detailed the application and request.

Public Hearing: Vice Mayor opened the public hearing:

Beverly Burks spoke in support of the request.

No opposed speakers

Vice Mayor closed the public hearing.

Jamie Carrol made a motion to approve the rezoning request from Christopher Malone to rezone the property located at 3723 Debelle Street-Clarkston, GA 30021, parcel 18 067 03 001 from NR-1 Low Density Neighborhood Residential to NR-2 Medium Density Residential. If approved the applicant will subdivide the property into two (2) lots to construct a new 1484 SF single family home on the vacant lot. Ahmed Hassan seconded the motion. A vote was called and the motion carried (4, 0).

G3) PUBLIC HEARING: Variance request from Christopher Malone to vary from Section 702 NR-2 Medium Density Neighborhood Residential (f) Bulk and area regulations of minimum lot size of 7500 sq. ft. to allow the minimum lot size to be 7202 sq. ft. per lot.

Shawanna Qawiy detailed the application and request.

Public Hearing: Vice Mayor opened the public hearing:

No speakers in support of the request.

No speakers spoke in opposition of the request.

Vice Mayor closed the public hearing.

YT Bell made a motion to approve the variance request from Christopher Malone to vary from Section 702 NR-2 Medium Density Neighborhood Residential (f) Bulk and area regulations of minimum lot size of 7500 sq. ft. to allow the minimum lot size to be 7202 sq. ft. per lot. Jamie Carroll seconded the motion. A vote was called and the motion carried (4, 0).

G4) Adopt Required Stormwater Ordinances and Regulations: Georgia Erosion & Sedimentation Act, Enforcement Response Plan and Green Infrastructure / Low Impact Development Program.

City Manager Robin Gomez detailed the necessity to adopt the presented stormwater ordinance, regulations and codes to be in compliance with requirements.

Council discussion on the requirement and previous components on the inspection process.

Ahmed Hassan made a motion to adopt Required Stormwater Ordinances and Regulations: Georgia Erosion & Sedimentation Act, Enforcement Response Plan and Green Infrastructure / Low Impact Development Program. Jamie Carrol made a motion to second. A vote was called and the motion carried (4, 0).

G5) Adopt the 2018 International Property Maintenance Code

The City Attorney detailed the purpose to adopt the 2018 International Property Maintenance Code. The City had previously adopted the 2015 IPMC and a new edition of the code is circulated every 3 years.

Jamie Carrol made a motion to adopt the 2018 International Property Maintenance Code. Mario Williams seconded the motion. A vote was called and the motion carried (4, 0).

G6) Approve Membership to National League of Cities

YT Bell made a motion to approve Membership to National League of Cities. Ahmed Hassan seconded the motion. A vote was called and the motion carried (4, 0).

ADJOURNMENT:

Ahmed Hassan made a motion to adjourn the Council Meeting. YT Bell seconded the motion. A vote was called and the motion carried (4, 0).

Meeting adjourned 8:44pm.

CITY OF CLARKSTON

ITEM NO: F1

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: March 5, 2019

SUBJECT: Myrick Gurosky and Associates for the North American Mission Board of the Southern Baptist Convention, Incorporated with the Clarkston International Bible Church have submitted a planned unit development (PUD) request that will include multifamily housing, parking areas, and an activity center of the properties located at 3895 Church St., 3865 Church St., 3871 Church St., 993 Rowland St., 1011 Rowland St., 1001 Rowland St., 966 Rowland St., 954 Rowland St., and 960 Rowland St.

DEPARTMENT:
Planning & Development

PUBLIC HEARING: YES NO

ATTACHMENTS: YES NO
Pages:

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

PURPOSE: The Mayor and City Council shall review the PUD submittal for acceptance and determine whether or not to move forward with a public hearing. If it is determined, by the mayor and city council, after review of the proposed application and materials for the PUD, that it is deemed acceptable, Council may move forward into a public hearing to.

NEED/ IMPACT: The applicants have s submitted an application and development plans to be reviewed as a mixed use planned unit development (PUD). Currently three (3) parcels are zoned NR-1 Low Density Neighborhood Residential and six (6) parcels are zoned NC-1 Neighborhood Commercial. The request is for approval of a mixed use planned unit development that will consist of multifamily housing, new parking areas and an activity center. The requested PUD review is permitted within the zoning classifications of NC-1.

A mixed use development incorporates a minimum of forty thousand (40,000) square feet on multiple parcels which has design and development features that would not be possible by the application of lot by lot zoning districts regulations. A PUD is a provision that allows more flexibility to development projects that incorporate two (2) or more buildings on a tract or over several tracts of land than would otherwise be allowed by the underlying zoning district regulations. According to Section 901 of the Zoning Ordinance, the purpose of planned unit developments are to encourage the best possible site plans and building arrangements under a unified plan of development rather than on a lot by lot basis. The developer benefits from better land utilization, economy in the provision of road and utilities and flexibility in design. The City gains the advantages of variety in building types compatibility of uses and optimum community

development. A review of the PUD plans by the City provides an opportunity to assure that the development will be in harmony with the character of the neighborhood. A PUD provides unified approaches to the development of land that provides for a simplified process of enabling development which would otherwise require numerous applications for variations from the provisions of the zoning code and provide for the development of stable environments that are compatible with surrounding areas of the community. It also ensures the provisions of open space, parks and recreation land and facilities for the use of the occupants of the development.

The PUD requests were reviewed at the November 20, 2018 Planning and Zoning Board meeting. The Planning and Zoning Board voted to defer/postpone a decision and requested a traffic impact study from the applicant to be submitted at the next Board meeting (January 22, 2019).

STAFF RECOMMENDATION: *Staff Analysis Attached*

Staff recommended conditional approval of the Planned Unit Development with conditions.

PLANNING AND ZONING BOARD RECOMMENDATIONS: (12.18.18 and 01.22.19 meeting minutes attached)

Based on the December 18, 2018, planning and zoning Board public hearing meeting, the Board recommended to defer/postpone a decision on the PUD submittal until the applicant can submit a requested traffic impact study.

Based on the January 22, 2019, planning and zoning Board public hearing meeting, the Board recommended to approve the PUD submittal with conditions.

ADDITIONAL NOTES:

Myrick Gurosky and Associates for the North American Mission Board of the Southern Baptist Convention, Incorporated with the Clarkston International Bible Church requested a deferment from the February 5, Mayor and City Council meeting until the February 26, 2019 Work Session and March 5, 2019 Mayor and City Council meeting to present the results from a new traffic study.



PLANNED UNIT DEVELOPMENT (PUD) ANALYSIS

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

Applicant: Myrick Gurosky and Associates for North American Mission Board of the Southern Baptist Convention Inc. w/Clarkston International Bible Church

Location: 3895 Church St. | 3865 Church St. | 3871 Church St. |
993 Rowland St. | 1011 Rowland St. | 1001 Rowland St. | 966 Rowland St.
954 Rowland St. | 960 Rowland St.

Request: A planned unit development that will include multifamily housing, new parking areas, and an activity center.

Parcel ID(s): 18 096 16 003 | 18 096 06 006 | 18 096 16 005 |
18 096 15 005 | 18 096 15 004 | 18 096 15 006 | 18 096 16 008
18 096 16 010 | 18 096 16 009

Current Land Use: The properties currently has a renovated place of assembly, parking areas, vacant building (soon to be demolished) of the Clarkston International Bible Church, vacant lots.

Sign Posted: December 3, 2018

Planning & Zoning Meeting: December 18, 2018; 7PM
DEFERRED until January 22, 2019

City Council Meeting: January 3, 2019; 7PM
DEFERRED until February 5, 2019

Lot Size: 4.45 acres

Road Access: Church Street, Rogers Street and Rowland Street

Public Utilities:

Water and Wastewater Treatment – All planned developments are required to connect to county water and sewer services. Public water service connections are available on this property. If additional public sewer service is warranted it will be made available via line extensions at the developer's/property owner's expense. This will be confirmed during the required permitting review process.

Zoning Overview: Myrick Gurosky and Associates for North American Mission Board of the Southern Baptist Convention Inc., with Clarkston International Bible Church has submitted an application and development plans to be reviewed as a mixed use planned unit development

(PUD). Currently three (3) parcels are zoned NR-1 Low Density Neighborhood Residential and six (6) parcels are zoned NC-1 Neighborhood Commercial. The request is for approval of a mixed use planned unit development that will consist of multifamily housing, new parking areas and an activity center. The requested PUD review is permitted within the zoning classifications of NC-1.

A Planned unit developments (PUD) a provision that allows more flexibility to development projects that incorporate two (2) or more buildings on a tract or over several tracts of land than would otherwise be allowed by the underlying zoning district regulations. According to Section 901 of the Zoning Ordinance, the purpose of planned unit developments are to encourage the best possible site plans and building arrangements under a unified plan of development rather than on a lot by lot basis. The developer benefits from better land utilization, economy in the provision of road and utilities and flexibility in design. The City gains the advantages of variety in building types compatibility of uses and optimum community development. A review of the PUD plans by the City provides an opportunity to assure that the development will be in harmony with the character of the neighborhood. A PUD provides unified approaches to the development of land that provides for a simplified process of enabling development which would otherwise require numerous applications for variations from the provisions of the zoning code and provide for the development of stable environments that are compatible with surrounding areas of the community. It also ensures the provisions of open space, parks and recreation land and facilities for the use of the occupants of the development.

Based on the submission of the information and documents from the applicants with multifamily housing, and a multipurpose building that will be occupied with retail, offices and restaurants the development will be a mixed use development. A mixed use development incorporates a minimum of forty thousand (40,000) square feet on multiple parcels which has design and development features that would not be possible by the application of lot by lot zoning districts regulations. Site planning in the proposed PUD mixed use development will consider topography and will be compatible with the topography of the land and is encouraged to preserve any unusual and valuable natural features. The proposed mixed use PUD shall not adversely affect developed or undeveloped neighboring properties and shall consider the location of structures screening, setbacks and street design in the evaluation of relationship of the development to its surrounding areas.

The location of the proposed buildings 100 and 200 will be the site for the multifamily housing development (954/960 Rowland St.) It meets the setback requirements as outlined in the Ordinance for front yard setback of 10', the side setback of none, since it does not abut a single family residential district, and rear setback of 10' when not abutting a single family residential district. Building 300 as known as 3865 Church Street, the Christian Life Center has an approved certificate of occupancy and meets the zoning districts applicable setback requirement of the buildings 100 and 200. Buildings 400 and 500 will be located at 3895 Church Street. The front of buildings 400 and 500 will face towards the proposed commons space. The side of the proposed buildings will meet the zoning district buffer requirements since the development will not face the street. From review, building 400 appears to be close to the side setback line, which according to the zoning ordinance regulations for NC-1, has a side setback of none, since it does not abut single family residential.

Transportation Facilities:

The development will have access from Rogers Street, Rowland Street, and Church Street. The streets have functional classifications as Local Roads. On local roads local traffic gain access to a property. Indian Creek Drive and East Ponce de Leon Avenue have functional classification of Minor Arterial Roads. Minor arterials are high-capacity urban roads. The primary function of an arterial road is to deliver traffic from collector roads to freeways or expressways, and between urban centers at the highest level of service possible.

Service and emergency vehicles shall have adequate access for firefighting and other emergency equipment service deliveries and refuse collections. The final review will be conducted during the permitting process by DeKalb County.

The applicant is required to show acceptable design and construction of storm sewer and/or storm water retention facilities. The proposed mixed use PUD plans north of the Rowland Street (buildings 100-500) and also for the parking lot reconstruction south of Rowland Street is proposing three (3) drainage basins. The two (2) basins north of Rowland Street will discharge into the existing city storm system at the southwest corner of the site. The basin south of Rowland Street will discharge into the existing city storm system at the northeast corner of the site. The two (2) basins that the applicant is proposing north of Rowland Street will utilize a separate underground detention system and water quality treatment unit to meet the storm water quality standards. The proposed basin south of Rowland Street will utilize water quality treatment units to meet the storm water quality standards per the Georgia Stormwater Management Manual. The final approval of the proposed storm sewer and stormwater retention facilities will be confirmed during the required permitting review process with the City and DeKalb County.

The maximum density for this proposed mixed use PUD will not exceed the density requirements of the NC-1 zoning district. The maximum density of building coverage in the NC-1 zoning district is 80 % (155,535.2 sq. ft.). With a combined total site square footage of 194,419, the building density is 54,685 square feet for all buildings (100-500). The building density requirement has been met. **Table 1.1** shows the square footage of each building.

The yards along the exterior boundaries of the proposed mixed use development shall not be less than five (5) feet in width. Each building has a 10' setback from the property lines facing Rowland Street and Church Street. The buffer requirements for the NC-1 zoning district is that when a use within the NC-1 district directly abuts the NR-1, NR-2, or NR-3 district a 30 foot landscape buffer shall be required. The proposed mixed use PUD does not directly abut the aforementioned zoning districts.

The common open space requirements for the underlying zoning district of NC-1 is 20% of the development. Since the properties located at 993, 1001 and 1011 Rowland Street will be a grandfathered use for Christian Life Center and the development. The proposed open space calculations have included these properties. The open space requirement has been met.

Table 1.0 illustrates the proposed open space for the PUD

Table 1.0

Property Address	Lot Square footage +/-	Open space square footage Per lot	Total % Open Space for the PUD
954 Rowland St.	13,977.55	10,654.69	
960 Rowland St	14,449.23	7,289.27	
966 Rowland St.	14,717.26	2,096.79	
3865 Church St	34,358.41	8,268.59	
3871 Church St.	15,770.71	4,670.28	
3895 Church St.	39,581.77	26,117.946	
993 Rowland St	20,121.09	5,199.62	
1001 Rowland St	20,213.07	3,567.87	
1011 Rowland St	20,503.10	4,725.49	
	193,626.19	75,593.546	39%

Table 2.0 Illustrates the zoning and current land uses for the adjacent properties:

Table 2.0

	Current Zoning	Current Land Use
North	NC-1	Current Place of Assembly
East	NR-1	Parking
South	NR-1	Parking
West	NC-1	Vacant Lots

Table 3.0 Illustrates the parcel addresses and the proposed PUD land use with building heights:

Table 3.0

Sq. Ft.	Current Address	Proposed Land Use	Building Height
15,259 13,379	954 Rowland Street 960 Rowland Street	Multifamily housing Building 100= 3,438 sq. ft. Building 200= 3,438 sq. ft. Lots will be submitted for lot combination. 24% building density	Building 100 24'-10" (chimney adds additional 4'-8") Building 200 – 35' (adding chimney will exceed requirement)
14,810	966 Rowland Street	No new building will be constructed on this parcel.	
34,073	3865 Church Street	Christian Life Center Previously combined with 972 Rowland St. for renovations Building 300= 12,824 sq. ft. 38% building density	Building 300 26'-11"
15,987	3871 Church Street	No new building will be constructed on this parcel.	
39,644	3895 Church Street	Building 400=12,670 sq. ft. Multipurpose building- restaurant, doctor's office, office space, retail space Building 500= 3971 sq. ft.- Retail building 42% building density	Building 400 34' – 4" Building 500 21'-0"
61,267	993/1001/1011 Rowland Street	No new buildings will be constructed on these parcels. These parcels are non-conforming grandfathered uses that will be remain as parking areas.	

Table 4.0 Illustrates parking requirements for the proposed PUD:
Table 4.0

	Current Address	Parking Requirements	Parking Spaces
	954 Rowland Street 960 Rowland Street	A. Boarding/rooming houses=1 space per bedroom B. Multifamily= 2 spaces per dwelling unit Building 100 = 4 bedrooms Building 200 = 8 bedrooms	A. 4 bedrooms =4 spaces or 8 spaces B. 4 bedrooms= 8 spaces or 16 spaces
	3865 Church Street	Building 300 1 space per 3 seats in the main assembly area or 1 space per 50 sq. ft. where fixed seats are not provided.	87 spaces
	3895 Church Street	Building 400 Restaurant 3208 sq. ft. Restaurant 1817 sq. ft. @ 1 space per 100 sq. ft. no seats/ 1 space per 3 seats + 1 employee min. of 10 spaces Doctor's office 3814 sq. ft. 6 spaces per practitioner @ 2 practitioners Office space 7622 sq. ft. 1 space per 250 sq. ft. Retail space 1812 sq. ft. 1 space per 250 sq. ft. Building 500 Retail 3735 sq. ft. 1 space per 250 sq. ft.	43 spaces 19 spaces 12 spaces 31 spaces 8 spaces 15 spaces
			Total parking spaces required 227

Future Land Use: Mixed Use: According to the Clarkston 2040 Comprehensive Plan, this area is a mix of diverse uses including multifamily housing, commercial, office, and urban compatible industrial uses (marker spaces, manual crafts and breweries).

General Standards for approval:

When any request is made for a Planned Unit Development (PUD) to construct two (2) or more buildings on a tract or several tracts of land, the following points will be reviewed as follows;

Point 1: Is the proposed development suitable in view of the use and development of adjacent or nearby property?

All planned unit development shall meet standards all requirements as set forth based on the permitted type of PUD. Planned mixed use developments require forty thousand (40,000) square

feet on multiple parcels which is permitted in the NC-1 zoning district. Only those uses permitted in the zoning district which the proposed development is located shall be permitted in the planned unit development. The impacts of post-development may affect traffic circulation and other uses of lands surrounding the property. The development is suitable in view of the proposed development of multi-family, office space, restaurants and retail that is permitted in the zoning district.

Point 2: Does the proposed development adversely affect the existing use or usability of adjacent or nearby property?

If the mixed use PUD request is approved, it would permit uses to be constructed that are suitable in view of the use of adjacent land uses. The proposed PUD will not adversely affect the existing use or usability of adjacent or nearby properties. As outlined in the Clarkston 2040 Comprehensive Plan this area is designated as mixed use, which includes a mix of diverse uses including multifamily housing, commercial, office, and urban compatible industrial uses (marker spaces, manual crafts and breweries).

Point 3: Does the proposed development result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

The development will cause an increased use of existing streets, with vehicular and pedestrian traffic. The nature of the proposed development will create an increase in the number of vehicular trips on Rogers Street, Market Street and North Indian Creek Drive. Due to the streetscape project along Rowland Street the developer has had a meeting with the consultant team to discuss traffic calming measures on Rowland Street. If approved the applicant/developer will be required to follow all policies and procedures, best management practices (BMPs) for land disturbance, demolition and pertaining to storm water runoff and erosion/sedimentation control. The applicants have submitted a tree replacement and landscape plans, and all buffer requirements will be adhered to base on the requirements outlined in the zoning district. School facilities will not be adversely affected by the proposed mixed use PUD.

Point 4: Are there other existing or changing conditions which, because of their impact on the public health, safety, morality and general welfare of the community give supporting grounds for either the approval or denial of the proposed development?

There are concerns about traffic flow based on the entrances and exits of the proposed development onto Church Street and Rowland Street. However, because the development will be included in a road diet on Rowland Street, the impact the vehicular traffic and pedestrian traffic has on the proposed developed has the potential of being a suitable community oriented project.

Recommendation):

Staff recommends **conditionally approving** of the Planned Unit Development (PUD) request submitted with the following conditions;

1. The applicant shall adhere to the Metropolitan North Georgia Water Planning District and Georgia Stormwater Management Manual requirements.
2. Retail shall have no more than five thousand (5,000) square feet of gross floor area.

3. If off street parking facilities are used at night, they shall be properly illuminated for the safety of pedestrians, vehicles and for security. The lighting shall be designed so as not to reflect onto or cause glare in any adjacent residential district.
4. The plan shall provide bicycle parking racks at a ratio of a least (1) bicycle parking space every twenty (20) automobile parking spaces (12 bicycle parking spaces). The bicycle parking spaces shall be located within the landscape zone a maximum distance of one hundred (100) feet from the building entrance, or shall be located at least as close as the closest automobile space and shall provide a concrete pad upon which the bicycle parking space shall be firmly rooted.
5. All developments are required to comply with all signage provisions as outlined in the Ordinance.
6. No uses which emit odors, fumes or continuous loud noise are permitted.
7. The applicant shall submit to the City and DeKalb County for review, and recording of the lot combination of 954 and 960 Rowland Street.

Additional Information:

Street Index Map

Aerial Map of location

Current Zoning and Future Land Maps

Tax Map

Conceptual Site Plan

CONSTITUTIONAL OBJECTIONS
APPLICATION FOR PLANNED UNIT DEVELOPMENT
CITY OF CLARKSTON, GEORGIA

Georgia Law and the procedures of the City of Clarkston require us to raise Federal and State Constitutional objections during the PUD application approval process. While the Owner/Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Owner/Applicant will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

The portions of the Zoning Ordinance of the City of Clarkston, Georgia, as applied to the Property, that would result in a denial of the PUD application as requested by the Owner/Applicant, are, or would be, unconstitutional in that they would destroy the Owner/Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Any application of the Code of the City of Clarkston or the City of Clarkston Zoning Ordinance to the Property which restricts its use to any use in a manner other than that requested by the Owner/Applicant is unconstitutional, illegal and null and void because such an application constitutes a taking of the Owner/Applicant's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I, of the Constitution of the State of Georgia of 1983 and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States because such an application denies the Owner/Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application or approval subject to conditions which differ from those proposed by the Owner/Applicant, would also violate the Religious Land Use and Institutionalized Persons Act by imposing a substantial burden on the exercise of religion without a compelling government interest or without using the least restrictive means possible of furthering a compelling governmental interest.

A denial of this Application would also constitute an arbitrary and capricious act by the City Council of the City of Clarkston without any rational basis therefore, thereby constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal to grant the PUD application as requested by the Owner/Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between

the Owner/Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the PUD application subject to conditions that are different from the conditions requested by the Owner/Applicant, to the extent such different conditions would have the effect of further restricting the Owner/Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

In addition, this constitutes formal written notice to the City of Clarkston, pursuant to O.C.G.A. § 36-33-5, that the Owner/Applicant plans to seek to recover all damages that it sustains or suffers as a result of the denial of this Application and/or the unconstitutional zoning of the Property by the City of Clarkston. Such damages may include, but are not necessarily limited to, damages related to the diminution in the value of the Property, attorneys' fees and expenses of litigation.

Accordingly, the Applicant respectfully requests that the City Council of the City of Clarkston grant the PUD application as requested by the Applicant.

THE GALLOWAY LAW GROUP, LLC



Laurel David

Attorney for Applicant

3500 Lenox Road NE, Suite 760
Atlanta, Georgia 30326
(404) 965-3680

TO: Brian Hatcher, P.E., LBYD Engineers

FROM: Scott Israelson, P.E., PTOE

DATE: 3 January 2019

RE: **Traffic Generation Statement**
SEND Relief Development PUD
Clarkston, GA

Introduction

Traffic Impact Group, LLC has been retained to prepare a traffic generation statement for the proposed SEND Relief development located at the Clarkston International Bible Church (CIBC). The site is located on Church Street north of Indian Creek Drive.

The existing parcel has an existing church building, a Christian Life Center (CLC) building, and four single-family homes.

The proposed redevelopment would raze the four single-family homes, construct mission housing (Buildings 100 and 200), relocate the church to the Christian Life Center (Building 300), and raze the existing church to construct a multi-purpose building (Building 400) and retail space (Building 500).

Building 100 consists of a one-story, four-bedroom unit and Building 200 consists of two stories (i.e. two units) with four bedrooms per unit.

Building 300 is the existing CLC which consists of a gymnasium, an auditorium, classrooms, and office space, among other uses. Worship services which currently occur at the church will be relocated to the CLC.

Building 400 will consist of two small restaurant spaces, a 3,814 square foot medical office, a 1,812 SF retail space, and 7,662 square feet of office space that will be relocated from the existing CLC. Although the site plan shows restaurant space totaling 5,025 SF, it is envisioned that the south end of Building 400 would be a small coffee place and not intended to be a full service, commercial, high-customer restaurant or coffee shop. This square footage was required to determine the worst case scenario for parking demand.

Building 500 will consist of 3,735 SF of retail space. The type of retail envisioned for the redevelopment would be small-scale arts and crafts.

Access to the site is provided via Rowland Street, and an existing surface parking lot also has access to Rogers Street.

Figure 1 shows the most recent site plan.

Trip Generation

According to CIBC, the average daily attendance for ministry is approximately 387 on weekdays, although not all drive to the site and many carpool.

A trip generation analysis has been prepared in accordance with the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*, using the Average Rate for the Daily and Peak Hours. Table 1 summarizes the trip generation estimates for existing conditions.

Average Weekday Driveway Volumes				AM Peak Hour		PM Peak Hour	
Land Use	ITE Code	Size	Daily Trips	Enter	Exit	Enter	Exit
Single-Family Detached Housing	210	4 Dwelling Units	38	1	2	3	1
Church	560	1000 Seats	440	5	5	12	18
Driveway Peak Hour Trips			478	6	7	15	19

It should be noted that the existing office space is not specifically separated in the trip generation estimate since Land Use #560 “Church” includes office space for staff in its trip generation rates.

Table 2 summarizes the trip generation estimates for Full Build conditions.

Average Weekday Driveway Volumes				AM Peak Hour		PM Peak Hour	
Land Use	ITE Code	Size	Daily Trips	Enter	Exit	Enter	Exit
Multifamily Housing (Low-Rise)	210	3 Dwelling Units	22	0	1	1	1
Church	560	1000 Seats	440	5	5	12	18
Medical-Dental Office Building	720	7.7 Th.Sq.Ft. GFA	58	9	3	4	11
Arts and Craft Store	879	3.7 Th.Sq.Ft. GFA	209	0	0	11	12
Driveway Peak Hour Trips			729	14	9	28	42

It should be noted that the restaurant space is not included in the above since the area is not intended to be a commercial, high-customer coffee shop.

Conclusion

The proposed change in land use is estimated to result in around 250 more daily trips, with 10 more AM peak hour trips and 36 more PM peak hour trips. This equates to approximately one new vehicle every six minutes in the morning hours, and one new vehicle every 100 seconds in the evening hours.

Analysis shows that the proposed SEND Relief redevelopment will result in minor increases in daily and peak hour traffic, with correspondingly low impacts to the adjacent roadways and intersections.

Please contact me at 470.808.1252 or by email at scott@traffic-impact.com with any comments or questions.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G1

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Ordinance

MEETING DATE: March 6, 2019

SUBJECT: Adopt an Ordinance to Amend the Text of Appendix A of the City of Clarkston Code of Ordinances, being the Clarkston Zoning Ordinance, to Authorize Microbreweries within the Town Center District and Light Industrial District

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 2

INFORMATION CONTACT: Jamie Carroll
and YT Bell
PHONE NUMBER: 404-296-6489

PURPOSE:

To Adopt an Ordinance to Amend the Text of Appendix A of the City of Clarkston Code of Ordinances, being the Clarkston Zoning Ordinance, to Authorize Microbreweries within the Town Center District and Light Industrial District. A Public Hearing will be held at the March 5, 2019 Council Meeting.

NEED/ IMPACT:

The City of Clarkston has determined that one or more small breweries locating within the City would have a positive impact on economic development and would benefit the general welfare. The City Council desires to define "microbreweries" and designate their permitted operation within the TC-Towncenter District and in the (I) Light Industrial District. All notices and public hearings required by the Zoning Procedures Law and Section 304 of the Zoning Ordinance have been provided for prior to the adoption of this ordinance.

RECOMMENDATIONS:

Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF APPENDIX A OF THE CITY OF CLARKSTON CODE OF ORDINANCES, BEING THE CLARKSTON ZONING ORDINANCE, TO AUTHORIZE MICROBREWERIES WITHIN THE TOWN CENTER DISTRICT AND THE LIGHT INDUSTRIAL DISTRICT; AND TO REPEAL CONFLICTING ORDINANCES.

WHEREAS, the City Council has determined that one or more small breweries locating within the City would have a positive impact on economic development and would benefit the general welfare; and

WHEREAS, the City Council desires to define “microbreweries” and designate in which zoning districts of the City they may locate by means of this ordinance; and

WHEREAS, all notices and public hearings required by the Zoning Procedures Law and Section 304 of the Zoning Ordinance have been provided prior to the adoption of this ordinance.

NOW THEREFORE, BE IT ORDAINED by the City of Clarkston, Georgia, that the City’s Zoning Ordinance, Appendix A to the Code of Ordinances, be amended as follows:

SECTION ONE

Article IV is hereby amended to add the following definition:

“*Microbrewery*: an establishment primarily engaged in manufacturing (i.e., brewing) beer and/or malt beverage in an amount not to exceed two million gallons per calendar year.”

SECTION TWO

Sec. 708, “TC-Towncenter District,” subsection (c), is hereby amended to add the following additional permitted use:

“(16) Microbreweries.”

SECTION THREE

Sec. 709, “I-Light Industrial District,” subsection (b), is hereby amended to add the following additional permitted use:

“(24) Microbreweries.”

SECTION FOUR

This Ordinance shall become effective upon the date of its adoption by the City Council and signature by the Mayor.

[signature page follows]

SO ORDAINED, this ____ day of _____, 20__.


**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

Ted Terry, Mayor

Attest:

Tracy Ashby, City Clerk

Approved as to Form:

 2-22-19

Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G4

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Ordinance

MEETING DATE: March 6, 2019

SUBJECT: Affordable Housing Assistance Program – Irrevocable Trust Agreement for the City to receive funding

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 9

INFORMATION CONTACT: ROBIN I. GOMEZ,
PHONE NUMBER: 404-296-6489

PURPOSE: In the City of Clarkston’s desire to establish, fund, and ultimately manage a comprehensive affordable housing program the City has taken steps to develop an affordable housing assistance program that includes the initial creation of an irrevocable trust agreement. The affordable housing assistance program will serve to provide certain qualified low to moderate income individuals with funds to assist in the purchase, the repair, and/or the lease of eligible residential dwellings within the corporate limits of the City of Clarkston. The City has reached a point in the process to begin funding the affordable housing assistance program through the creation and adoption of an initial irrevocable trust agreement between RMB Decatur LLC, and the City of Clarkston. RMB (the firm) will provide a one-time contribution to the City’s affordable housing assistance program in the amount of \$200,000 (two hundred thousand dollars) to be utilized for the affordable housing assistance program’s stated purposes. The contribution shall be separately accounted for, deposited, and recorded as the “Clarkston Affordable Housing Trust.”

The trust agreement allows the City to perform the various trust services including: promulgate/establish rules and procedures, receive additional contributions, invest proceeds, provide an accounting of the fund, and distribute proceeds for its stated affordable housing purposes. Additionally, the City has received an employer identification number from the IRS in the trust’s name and created the IRS form W-9, request for taxpayer identification number and certification, to provide to all donors/contributors.

NEED/ IMPACT: To allow the City of Clarkston to establish, fund, and manage a comprehensive affordable housing program that will assist eligible/qualified low to moderate income individuals to receive financial and other assistance to purchase, repair, and/or lease an eligible residential dwelling.

RECOMMENDATIONS: Council approve Irrevocable Trust Agreement at the March 5, 2019, Council meeting.

IRREVOCABLE TRUST AGREEMENT

STATE OF GEORGIA

COUNTY OF DEKALB

THIS IRREVOCABLE TRUST AGREEMENT (hereinafter referred to as the “Agreement”), entered into this ___ day of _____ 2019, by and between RBM Decatur, LLC, a Georgia limited liability company, as Donor (hereinafter referred to as “Donor”) and the City of Clarkston, a municipality of the State of Georgia, as Trustee (hereinafter referred to as “Trustee”).

WITNESSETH:

ITEM ONE

The Donor has transferred, assigned, delivered and conveyed and does hereby irrevocably transfer, assign, deliver and convey unto the Trustee the sum of TWO HUNDRED THOUSAND and NO/100 Dollars (\$200,000.00), upon the uses and trusts hereinafter set out. This trust shall be named and known as the “**Clarkston Affordable Housing Trust**” (hereinafter referred to as the “Trust”) and any and all assets of the Trust may be titled in the trust name and shall be held and deposited in a segregated account.

ITEM TWO

This Trust shall be irrevocable, and the Donor herein expressly waives all right and power, whether alone, jointly or in conjunction with others, to alter, amend, revoke or terminate this Trust, or any of its terms in whole or in part. After the execution of this Agreement, Donor shall have no right, title or interest in the income or principal of this Trust, and Donor shall further have no right, title or interest in, or power, privilege or incident of ownership in any property constituting a part of this Trust. In no event shall Donor or Donor’s successors and assigns have any reversionary or similar type interest in this Trust or in the property contained therein. Trustee shall have all the rights, powers, options, incidents of ownership, advantages, titles, interests and benefits which Donor now has or hereafter may have in and to said trust property subject to the Trustee’s duties set forth herein.

ITEM THREE

This Agreement provides for the establishment of an irrevocable trust for purposes of providing certain qualified low to moderate income individuals with funds to assist in purchasing, repairing and/or leasing eligible residential dwellings in the City of Clarkston, Georgia (“the Affordable Housing Assistance Program”). The Trust is being created in conjunction with and as part of an overall affordable housing program being implemented by the City of Clarkston, Georgia, in which the Affordable Housing Assistance Program constitutes a component thereof. Such trust funds will be administered, invested, managed and disbursed

pursuant to and in accordance with certain specified rules, regulations and conditions promulgated and developed by Trustee as part of Trustee's establishment of the Affordable Housing Assistance Program.

ITEM FOUR

The Trustee may receive at a later date and from time to time any other property (provided said property is acceptable to Trustee), real or personal, transferred, delivered, assigned or conveyed to it by Donor or by any other person ("Future Donors") to constitute a part of the trust fund hereby created which shall be held, invested, managed, administered and distributed by Trustee in accordance with the provisions hereof. It is the express purpose of this Trust that it is to serve as the vehicle for holding, managing, administering and disbursing trust funds transferred, assigned and delivered by the Donor named herein and by such other Future Donors in connection with the Trustee's establishment of the Affordable Housing Assistance Program. Accordingly, the term "Donor" as used herein shall mean and refer to not only RBM Decatur, LLC, but also to any other Future Donors who elect to transfer and deliver funds to this Trust for purposes of endowing and underwriting the Affordable Housing Assistance Program being administered and managed by Trustee. If following the date of the execution of this Agreement by the parties hereto, one or more Future Donors elect to transfer and set over certain funds to this Trust for the uses and trusts set forth herein, then such Future Donors shall agree to execute that certain Addendum attached hereto. By executing the attached Addendum, any Future Donors are hereby acknowledging and agreeing that any funds contributed to the Trust by said Future Donors will be held, invested, managed and distributed by the Trustee in accordance with the provisions contained herein.

ITEM FIVE

It is the intent of the Donor(s) to give the Trustee wide discretion in determining the granting of benefits or financial assistance to certain qualified individuals (hereinafter referred to as "Beneficiary" or "Beneficiaries") under the Affordable Housing Assistance Program; determining the governing criteria of eligibility for participation in the Affordable Housing Assistance Program including, by way of example and not limitation, the selection of a specified Beneficiary or Beneficiaries to receive such financial assistance; provided, however, the specified amount of any financial benefit or assistance that may be offered to any one Beneficiary shall be governed by the rules and regulations governing same as set out and incorporated in the Affordable Housing Assistance Program established by the Trustee. In exercising its discretionary powers to make distributions to any Beneficiary under this Agreement, and subject to the restrictions and conditions governing eligibility and qualifications as set forth in the Affordable Housing Assistance Program, the Trustee may also take into consideration any other factors and circumstances pertaining to a given prospective Beneficiary and known to the Trustee.

ITEM SIX

For all purposes hereof, the Trustee hereby appoints, names and designates the then current acting City Manager of the City of Clarkston or such other individual who may be

appointed and designated by the Trustee from time to time, as its authorized agent to take, in his or her reasonable, discretion any and all action reasonably necessary or required to operate, manage and oversee the administration of the Trust on behalf of the Trustee and to further exercise all of the rights, privileges and powers herein granted to the Trustee.

ITEM SEVEN

A. The Trustee, acting through its duly designated and appointed agent, the City Manager, or such other duly authorized designee of the Trustee of this Trust, shall have the following privileges and exemptions and shall, without order of any court, have the power to:

1. Retain any property conveyed to this Trust, to invest in stocks, bonds, loans, securities, or any other property, real or personal, without regard to any statute or rule of law now or hereafter in force limiting the class of investments for a Trustee;

2. Sell or exchange trust property, at public or private sale, for cash or upon terms, with or without advertisement;

3. Employ such agents, brokers, attorneys, accountants or other expert assistants as may be necessary or advisable and to pay reasonable compensation from trust funds for their services;

4. Compromise or settle any and all claims for or against the Trust; and to rescind or modify any contract affecting the Trust, all in such manner and upon such terms as the Trustee deems best;

5. Make division or distribution in kind or in money, or partly in kind or partly in money; and any asset distributed in kind need not be distributed pro rata or in fractional shares among beneficiaries;

6. Provide reserves, from income otherwise distributable, for depreciation, obsolescence, or other prospective loss, reduction in value, or casualty, if such reserve provisions are reasonable;

7. Apportion all or part of any profit resulting from the sale of any asset between income and principal, if such apportionment is reasonable;

8. Exercise any and all options, whether such be options to purchase stock (qualified, non-qualified, restricted or other), or whether such shall be options to purchase other types or kinds of property;

9. Make, fail to make, or terminate any election permitted under the Internal Revenue Code;

10. Do all things which may be necessary or proper to protect and preserve the trust estate or any part thereof, and my Trustee hereunder shall be liable only for the use of

ordinary care in its execution and administration of this Trust; and

11. In the management, care and disposition of the Trust, the Donor confers upon the Trustee serving under this Agreement, and its successors in office, the power to do all things and to execute such instruments as may be deemed necessary or proper, including the powers set forth in O.C.G.A. Section 53-12-261, (as amended from time to time), not otherwise expressly prohibited herein, all of which may be exercised without order of or report to any court. No sales shall require advertisement.

B. Unless otherwise provided in this Trust, the Trustee may, in its sole discretion, either sell trust property or distribute trust property in kind, in such manner and in such proportions as it deems appropriate (or partially sell and partially distribute) either with or without regard to possible income tax consequences to the Trust of any such sale or possible present or future income tax consequences to any Beneficiary of any such distribution or of any later sale or exchange thereof by such Beneficiary. The Trustee's discretion as above described shall be absolute and conclusive, and the Trustee shall have no liability to any person in respect to the exercise of any such discretion by the Trustee.

C. Any Trustee hereunder is relieved from any obligation to file or make any bond, inventory, appraisal, return or report to any court, but shall render annually a statement to qualified Beneficiaries showing the condition of the trust and the receipts and disbursements during the preceding twelve (12) months. The Trustee or its duly designated designee authorized to act for and on behalf of Trustee shall be liable only for said Trustee's own willful breach of trust and for fraud and not for any honest error in judgment.

D. Any Trustee of this Trust may at any time resign by instrument in writing signed by such Trustee and delivered to the person then serving as co-trustee, if any, and if there is none, then to the person named in this Trust instrument as a successor or alternate Trustee, if any, and if there is none then to the sui juris persons who are Beneficiaries hereunder.

E. No successor Trustee shall be required to inquire into or audit the acts or doings of any predecessor Trustee or to make any claims against any such predecessor Trustee.

F. Any successor to Trustee shall have and may exercise any or all of the powers, privileges, immunities, and exemptions herein conferred on the original Trustee of this trust as fully and to the same extent as if such successor had originally been named to serve in such capacity.

ITEM EIGHT

The Trustee shall accumulate income in whole or in part, if in its discretion such income is not required for the purposes of this Trust in a particular year. Accumulated income shall be added to principal and may be expended in the same manner as principal.

ITEM NINE

Neither the principal nor the income of the Trust, nor the interest of any Beneficiary therein, shall be liable for the debts of any Beneficiary, nor shall the same be subject to anticipation or alienation or to seizure by any creditor of any Beneficiary under any return or proceeding at law or in equity.

ITEM TEN

Donor(s) has confidence in the funds and investments transferred to this Trust, and no change need be made by the Trustee in these investments for the purpose of creating a diversity of investments and further, Trustee shall have no liability for failure to diversify investments. The Trustee shall be exempt from, and Donor hereby waives, any duty otherwise imposed by O.C.G.A. §53-12-341, or by any other statute or principle of law, to manage the risk of concentrated holdings or assets by diversifying or by using other mechanisms.

ITEM ELEVEN

This instrument shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Donor and Trustee have executed this Trust Agreement on the day and year first above written.

DONOR:

RBM Decatur, LLC
a Georgia limited liability company

By: _____ (SEAL)
Print Name: _____
Title: _____

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

[NOTARY SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

The undersigned hereby accepts the Trust herein created and covenants and agrees to execute the same as herein provided with all due fidelity and will account for all monies received and disbursed hereunder. In acceptance of this Trust, the undersigned has executed this Agreement under seal on the day and year first above written.

TRUSTEE:

City of Clarkston,
a municipality of the
State of Georgia

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

[NOTARY SEAL]

Mayor Ted Terry (SEAL)

Attest:

Tracy Ashby, City Clerk

Approved as to form:

AGQ 2-18-19

Stephen G. Quinn, City Attorney

ADDENDUM TO IRREVOCABLE TRUST AGREEMENT

In connection with the undersigned transferring, delivering, assigning and conveying unto the Trustee funds in the amount of _____(\$_____.00), the undersigned does hereby acknowledge and agree that said funds will be held, administered, managed and distributed pursuant to the purposes and uses and upon the terms and conditions set out in the Affordable Housing Assistance Trust.

This ___ day of _____, 20__.

_____(SEAL)

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G5

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Ordinance

MEETING DATE: March 6, 2019

SUBJECT: Adopt Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement under the GMA Direct Leasing Program for the Lease/Purchase of Ten Public Safety Vehicles and related equipment in the Principal Amount of \$620,328.10

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 16

INFORMATION CONTACT: ROBIN I. GOMEZ,
PHONE NUMBER: 404-296-6489

PURPOSE: To consider adopting the attached Resolution Authorizing, Among Other Things, the City Manager to Execute a Lease Supplement Under the GMA Direct Leasing Program for the Lease/Purchase of Ten (10) Public Safety Vehicles and related equipment in the Principal Amount of \$620,328.10.

NEED/ IMPACT: The City of Clarkston 2019 approved budget includes appropriations for the issuance of lease/purchase agreement to purchase the Ten Public Safety Vehicles, specifically 2020 Ford Police Interceptor Utility/SUV vehicles and all necessary public safety equipment for those vehicles.

Staff has obtained a quote from BB&T Bank for the issuance of a lease supplement through the GMA Direct Leasing Program to fund the purchase of the above referenced equipment in the amount of \$620,328.10 with an anticipated closing date of April 3, 2019. The interest rate charged on the principal balance will be 3.17% annually amortized over 5 years. Accordingly, the lease payments will be made in quarterly payments of \$33,661.85 over the next 5 years. Total interest payments to BB&T over the life of the lease will be \$52,908.90.

RECOMMENDATIONS: Staff recommends the City Council adopt the attached Resolution to Execute the Lease Supplement Agreement.

CITY OF CLARKSTON
GMA Capital Leases 2019
2019 Equipment Purchase Capital Lease

Request for Capital Lease Purchase of Ten Police Vehicles and all related Equipment

Attached are quotes for 10 vehicles (2020 Ford Police Interceptor Utility/SUV) and all the related equipment for these vehicles. We would like enter into Lease Purchase Agreement on this package of purchases.

Vendor	Description	Department	Quantity	Unit Price	Total
VEHICLES					
Allan Vigil Ford	2020 Ford Police Interceptors	Police	10	\$ 39,024.00	\$ 390,240.00
Subtotal Police Vehicles				\$	\$ 390,240.00
EQUIPMENT					
Utility	Body Cameras/Communication Systems for New Vehicles	Police	10	\$ 9,600.00	\$ 96,000.00
Dana Safety Supply, Inc	Equipment for 10 Police Vehicles	Police	10	\$ 13,408.81	\$ 134,088.10
Total Equipment				\$	\$ 230,088.10
TOTAL TO BE FINANCED				\$	\$ 620,328.10



President
Linda Blechinger
Mayor, Auburn

First Vice President
Phil Best
Mayor, Dublin

Second Vice President
Vince Williams
Mayor, Union City

Third Vice President
Jim Thornton
Mayor, LaGrange

Immediate Past President
Dorothy Hubbard
Mayor, Albany

Executive Director
Larry H. Hanson

February 26, 2019

Mr. Dan Defnall
Finance Officer
City of Clarkston
1055 Rowland St
Clarkston, Georgia 30021

RE: Direct Installment Program

Dear Mr. Barker:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by March 29, 2019 to guarantee the 3.17% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

Darin Jenkins
Director of Financial Services

/DJ
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 8, 2012, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **Definitions.** Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. **Property.** The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. **Lease Payments.** The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. **Term of Lease.** The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. **Agreements, Representations and Warranties.** Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
 - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
BB&T Project Account	Enclosed	\$620,328.10

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Branch Banking and Trust Company, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)

City of Clarkston

Signed By: _____
City Manager or Mayor

Print Name: _____

Attested By: _____
City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____
Executive Director

Attested By: _____
Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
(10) Police Vehicles and Equipment		\$620,328.10

City of Clarkston, Georgia
 Ten (10) Ford Police Interceptor Vehicles
 Sample Payment Schedule
 Quarterly Payments in Arrears; Five (5) Years

Nominal Annual Rate: 3.170 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1	Loan	04/03/2019	620,328.10	1	
2	Payment	07/03/2019	33,661.85	20	Quarterly 04/03/2024

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	04/03/2019				620,328.10
1	07/03/2019	33,661.85	4,916.10	28,745.75	591,582.35
2	10/03/2019	33,661.85	4,688.29	28,973.56	562,608.79
2019 Totals		67,323.70	9,604.39	57,719.31	
3	01/03/2020	33,661.85	4,458.67	29,203.18	533,405.61
4	04/03/2020	33,661.85	4,227.24	29,434.61	503,971.00
5	07/03/2020	33,661.85	3,993.97	29,667.88	474,303.12
6	10/03/2020	33,661.85	3,758.85	29,903.00	444,400.12
2020 Totals		134,647.40	16,438.73	118,208.67	
7	01/03/2021	33,661.85	3,521.87	30,139.98	414,260.14
8	04/03/2021	33,661.85	3,283.01	30,378.84	383,881.30
9	07/03/2021	33,661.85	3,042.26	30,619.59	353,261.71
10	10/03/2021	33,661.85	2,799.60	30,862.25	322,399.46
2021 Totals		134,647.40	12,646.74	122,000.66	
11	01/03/2022	33,661.85	2,555.02	31,106.83	291,292.63
12	04/03/2022	33,661.85	2,308.49	31,353.36	259,939.27
13	07/03/2022	33,661.85	2,060.02	31,601.83	228,337.44
14	10/03/2022	33,661.85	1,809.57	31,852.28	196,485.16
2022 Totals		134,647.40	8,733.10	125,914.30	
15	01/03/2023	33,661.85	1,557.14	32,104.71	164,380.45
16	04/03/2023	33,661.85	1,302.72	32,359.13	132,021.32
17	07/03/2023	33,661.85	1,046.27	32,615.58	99,405.74
18	10/03/2023	33,661.85	787.79	32,874.06	66,531.68
2023 Totals		134,647.40	4,693.92	129,953.48	

19	01/03/2024	33,661.85	527.26	33,134.59	33,397.09
20	04/03/2024	33,661.85	264.76	33,397.09	0.00
2024 Totals		67,323.70	792.02	66,531.68	
Grand Totals		673,237.00	52,908.90	620,328.10	

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated June, 8, 2012 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Clarkston (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Clarkston

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D

Form **8038-G**
(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Clarkston		2 Issuer's employer identification number (EIN) 58-6003756
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see Instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 1055 Rowland St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Clarkston, GA 30021		7 Date of issue
8 Name of issue City of Clarkston / GMA Essential Equipment Lease-Purchase		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see Instructions) Mr. Dan Defnall, Finance Officer		10b Telephone number of officer or other employee shown on 10a (404) 296-6489

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$620,328.10
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶ (10) Police Vehicles and Equipment	18
19 If obligations are TANS or RANS, check only box 19a ▶ <input type="checkbox"/>	
If obligations are BANS, check only box 19b ▶ <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box ▶ <input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 620,328.10	\$ N/A	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest			22
23	Issue price of entire issue (enter amount from line 21, column (b))			23 \$620,328.10
24	24	0	00	
25	Proceeds used for bond issuance costs (including underwriters' discount)			
26	Proceeds used for credit enhancement			
27	Proceeds allocated to reasonably required reserve or replacement fund			
28	Proceeds used to currently refund prior issues			
29	Proceeds used to advance refund prior issues			
29	Total (add lines 24 through 28)			29 0 00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30 \$620,328.10

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b Enter the final maturity date of the GIC ▶ _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool obligation ▶ _____		
c Enter the EIN of the issuer of the master pool obligation ▶ _____		
d Enter the name of the issuer of the master pool obligation ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____	Date	▶ _____	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 8, 2012, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The _____ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for (10) Police Vehicles and Equipment (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check box if applicable)

An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Clarkston, Georgia (the "City"), and that the foregoing is a true copy of the Resolution or, Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

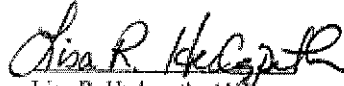
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF WILSON

AFFIDAVIT OF LISA R. HEDGPETH

BEFORE ME, the undersigned Notary Public, personally appeared **Lisa R. Hedgpeth**, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.


Lisa R. Hedgpeth, AVP
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.




NOTARY PUBLIC
Printed Name: Kinshasha M. Thompson
My Commission Expires: 10/21/2012