



3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly Burks

Councilmembers:

Awet Eyasu

Laura Hopkins

Jamie Carroll

Yterenickia Bell

Debra Johnson

Susan Hood

Shawanna Qawiy, Interim City Manager

CITY COUNCIL MEETING AGENDA

Tuesday, January 11, 2022 7:00PM
ZOOM

1. CALL TO ORDER

2. ROLL CALL/ PLEDGE OF ALLEGIANCE

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

- A. Approve Minutes: Special Called City Council Meeting 1/4/2022, and Work Session 1/4/2022

4. REPORTS

- A. Planning/Economic and Development Report
- B. City Manager's Report
- C. City Attorney's Report
- D. Council Remarks
- E. Mayor's Report

5. 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. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those 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.

6. OLD BUSINESS

7. NEW BUSINESS

- A. Approve the selection for Vice-Mayor.
- B. Approve to continue services with the City Attorney with a 7% increase from rates established for 2020.
- C. Approve the resolution authorizing the reappointment of the Municipal Court Judge.
- D. Approve the resolution authorizing the reappointment of the Solicitor.
- E. Approve the resolution authorizing the reappointment of the Auditor.
- F. Approve the resolution authorizing the renewal of the City Services Agreement with the Clarkston Community Center.
- G. Approve the allocation of \$10,000 of the ARPA funds to purchase COVID rapid tests and distribute them to Clarkston residents.

8. ADJOURNMENT



PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, January 11, 2022. The public may participate in the meeting by using the following information below:

<https://us02web.zoom.us/j/87992474033?pwd=U1BKS0wvekdvVR2FEUERROHhDZ3dmQT09>

Dial by your location

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

Find your local number: <https://us02web.zoom.us/j/k4Uoz0vB9>



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Mayor Beverly Burks

Councilmembers:

<i>Awet Eyasu</i>	<i>Laura Hopkins</i>
<i>Jamie Carroll</i>	<i>Yterenickia Bell</i>
<i>Debra Johnson</i>	<i>Susan Hood</i>
<i>Shawanna Qawiy, Interim City Manager</i>	

SPECIAL CALLED CITY COUNCIL MEETING MINUTES

**Tuesday, January 4, 2022 6:50PM
ZOOM**

1. CALL TO ORDER

The meeting was called to order at 6:50 p.m.

2. ROLL CALL

All members of the City Council were present.

3. OLD BUSINESS

Mayor Burks stated there was no Old Business to discuss.

4. NEW BUSINESS

A. Discussion of a resolution to declare that emergency conditions related to COVID-19 necessitate holding City Council meetings by teleconference.

City Attorney, Stephen Quinn gave his legal advice on not putting an “end date” on the resolution to return to in-person meetings. He stated the Council could always come back and remove the resolution and meet in-person.

The Council briefly discussed this matter.

Councilmember Carroll made a motion to approve a resolution by the Clarkston City Council to declare that emergency conditions concerning Covid-19 exist within the City that necessitating meeting by Zoom teleconference. Councilmember Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

5. ADJOURNMENT

Vice-Mayor Eyasu made a motion to adjourn. Councilmember Hopkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0). The meeting adjourned at 7:01 p.m.

ATTEST:

Beverly H. Burks
Mayor

Tomika R. Lewis
City Clerk



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Mayor Beverly Burks

Councilmembers:

Awet Eyasu

Laura Hopkins

Jamie Carroll

Yterenickia Bell

Debra Johnson

Susan Hood

Shawanna Qawiy, Interim City Manager

CITY COUNCIL WORK SESSION MINUTES

Tuesday, January 4, 2022 7:00PM
Meeting by Zoom

1. CALL TO ORDER

The meeting was called to order at 7:03 p.m.

2. ROLL CALL

All members of the City Council were present.

For clarification, Mayor Burks informed the public that the newly and re-elected officers took their Oath of Officer earlier during the day, to conduct the previous Special Called City Council Meeting.

Mayor Burks then asked the City Council if there were any changes that needed to be made to the agenda. The Mayor mentioned that Item H was discussed at the Special Called City Council Meeting that was held prior to this meeting.

Councilmember Johnson made a motion to amend the agenda to remove Item H. Councilmember Vice-Mayor Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. 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. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Administering the Oath of Office to the Mayor and two newly elected Councilmembers.

Judge David Will administered the Oath of Office to the re-elected Councilmember Jamie Carroll, newly elected Councilmembers Ytrenickia "YT" Bell and Susan Hood and re-elected Mayor Beverly H. Burks.

5. OLD BUSINESS

Mayor Burks stated there was no Old Business to discuss.

6. NEW BUSINESS

A. Discussion to select a Vice-Mayor.

Mayor Burks gave a brief overview of the duties and responsibilities of the Vice-Mayor position. Councilmember Carroll nominated the current Vice-Mayor Eyasu for the 2022 Vice-Mayor position.

B. Discussion of continuing services with the City Attorney with a 7% increase from rates established for 2020.

City Manager, Shawanna Qawiy presented a brief overview for continuing services with City Attorney, Stephen Quinn of Wilson, Morton & Downs, LLC stating the attorney will continue to provide legal representation of the City with a 7% increase from rates established for 2020.

Mayor and Council expressed their thanks to Mr. Quinn.

Mr. Quinn thanked the Mayor and Council and stated he looked forward to working with the City for another year. He also congratulated the newly and re-elected elected officers.

C. Discussion of a resolution authorizing the reappointment of the Municipal Court Judge.

City Manager, Shawanna Qawiy presented a brief overview stating the item was to review and discuss the reappointment of the Municipal Court Judge, David Will as an independent contractor to preside over criminal cases, traffic cases, parking cases, court cases, arraignments, trials, and hearings. Staff recommended reappointing Judge David Will as the Municipal Court Judge.

Councilmember Bell and Vice-Mayor Eyasu expressed their thanks to Judge Will and the great work he continues to do at the City of Clarkston.

D. Discussion of a resolution authorizing the reappointment of the Solicitor.

City Manager, Shawanna Qawiy presented a brief overview stating as an independent contractor, the Solicitor prosecutes cases within the jurisdiction of the City of Clarkston Municipal Court. Prosecution of misdemeanor, criminal trials and other duties as outlined by the City Manger in coordination with the Municipal Court Judge, Public Defender, and the Court Clerk.

E. Discussion of a resolution authorizing the reappointment of the Auditor.

City Manager, Shawanna Qawiy presented a brief overview for the reappointment of the Auditor, Mauldin & Jenkins, LLC.

The auditor will conduct an annual audit of all financial books and records of the City in compliance with the requirements of State general law. The City Council shall engage, pursuant to an annual contract (which is the Engagement Letter to be received in February) a Certified Public Accountant or Accounting Firm. Staff recommends reappointing the Auditor, Mauldin & Jenkins, LLC.

Vice-Mayor Eyasu inquired about the process to select an auditor and if the City usually announces through a bid for this service.

Ms. Qawiy stated the auditor has been in existence and working with staff prior to her employment. The firm has worked cohesively with the Finance Director to provide all requirements that are needed for a comprehensive audit that the City does pass each year. She also stated she was not familiar with the bidding process for the auditor, but staff waits for an engagement letter.

City Attorney, Stephen Quinn gave a brief overview stating when Mauldin & Jenkins, LLC were initially selected, he believes it was by RFP at least ten years ago.

F. Discussion of a resolution authorizing the renewal of the City Services Agreement with the Clarkston Community Center.

City Manager, Shawanna Qawiy presented a brief overview stating the agreement dedicates the use of space for the City, residents, and businesses at no cost to the City. However, the City is charged on a quarterly basis, which will add up to an annual amount of \$10,000.

The Council briefly discussed the contract with concerns of using the funds for the center during COVID while the City is currently closed and the City meeting virtually.

Ms. Qawiy will discuss the contract with the center to inquire about the usage of the center.

G. Discussion to allocate \$10,000 of the ARPA funds to purchase COVID rapid tests and distribute them to Clarkston residents.

Councilmember Carroll mentioned how hard it is to find rapid COVID tests to take at home and how it can prevent spreading of the virus if citizens know their status. He presented further explanation, and recommended allocating at least \$10,000 of the ARPA funds to purchase COVID rapid tests and distribute them to Clarkston residents.

The Council briefly discussed and Councilmember Johnson stated she conducted research with the Dekalb Board of Health and could receive about 8,970 tests, two per household in Clarkston and it would be more than \$10,000. She also recommended the City employees receiving tests as well. Councilmember Johnson recommended \$20,000 just to make sure there are enough funds.

The Council continued their brief discussion.

City Manager, Shawanna Qawiy presented a brief overview of an organization Cetrix that provides COVID rapid tests to municipalities. The tests are currently sold out, but the city can back order for two weeks but if staff orders tomorrow, they will be shipped by the end of January. She also stated she would work with Councilmember Johnson to work towards ordering the tests from the Board of Health.

H. Discussion of a resolution to declare that emergency conditions related to COVID-19 necessitate holding City Council meetings by teleconference.

This item was discussed at the Special Called City Council Meeting on January 4, 2022 at 6:50 p.m.

7. EXECUTIVE SESSION

A. Discussion of a legal matter

The City Council entered Executive Session at 8:18 p.m.

The City Council exited Executive Session at 9:20 p.m.

8. ADJOURNMENT

The Work Session adjourned at 9:22 p.m.

CITY OF CLARKSTON

ITEM NO: 7A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 11, 2022

SUBJECT: Approve the selection of Vice-Mayor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☒ NO
Pages:

INFORMATION CONTACT: Beverly H. Burks, Mayor

PURPOSE: To approve the selection of a Vice-Mayor for 2022.

NEED/ IMPACT: The Vice-Mayor is selected for a term of one year. The Vice-Mayor shall perform the duties of the Mayor during his/her absence or inability to act, and shall fill out any unexpired term in the office of Mayor, unless and until the position is filled by special election.

RECOMMENDATION:
N/A

CITY OF CLARKSTON

ITEM NO: 7B

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 11, 2022

SUBJECT: Review/Discuss continuing services with the City Attorney.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy ,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve continuing services with the City Attorney, Stephen Quinn of Wilson, Morton & Downs, LLS with a 7% increase from rates established for 2020.

NEED/ IMPACT: The City Attorney will continue to provide legal representation of the City.

RECOMMENDATION:

N/A



WILSON MORTON & DOWNS LLC
ATTORNEYS AT LAW

December 17, 2021

Ms. Shawanna Qawiy
City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

Re: Proposed Terms of Continued Legal Representation

Dear Shawanna:

Thank you for the opportunity to continue our legal representation of the City of Clarkston. We consider it a privilege to represent the City. We propose a modest increase in our fee structure for 2022. We have not increased our rates for the City in two years (since January 2020). Our rates for 2020 – 2021 were as follows:

Partners:	\$225/hour
Associates:	\$190/hour
Paralegals:	\$105/hour

We propose an increase to the following rates:

Partners:	\$240/hour
Associates:	\$205/hour
Paralegals:	\$115/hour

This represents an approximate 7% increase and is commensurate with our increased costs of doing business over the period. Our proposed rates continue to be substantially discounted from our standard rates (\$335 - \$450 per hour for partners).

Thank you again for providing us with the opportunity to continue working with you and representing the City of Clarkston. We consider it an honor to play a part in all the great things happening in Clarkston.

Sincerely yours,

WILSON, MORTON & DOWNS, LLC

Stephen G. Quinn

CITY OF CLARKSTON

ITEM NO: 7C

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 11, 2022

SUBJECT: Approve the reappointment of the Municipal Court Judge.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy ,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the reappointment of the Municipal Court Judge, David Will.

NEED/ IMPACT: The Municipal Court Judge will preside over the City of Clarkston Municipal Court.

RECOMMENDATION:
Staff recommends reappointing the Municipal Court Judge.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE CONTRACT AND REAPPOINTMENT OF THE MUNICIPAL COURT JUDGE TO SERVE AS JUDGE OF THE CLARKSTON MUNICIPAL COURT.

* * * * *

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

Section 1. That the City Council hereby authorizes the contract and reappointment of Municipal Court Judge, David Will to serve as Judge of the Clarkston Municipal Court for Judge services. A copy of said contract is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this ____ day of _____ 2022.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Lewis, City Clerk

EXHIBIT A

CONTRACT TO PROVIDE MUNICIPAL JUDGE SERVICES

THIS AGREEMENT is made and entered into effective January 1, 2022, between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and DAVID C. WILL, Attorney at Law.

W I T N E S S E T H:

WHEREAS, the CITY desires the services of DAVID C. WILL as Municipal Judge, pursuant to Section 3.04 of the Charter of the City of Clarkston; and

WHEREAS, DAVID C. WILL is qualified to serve as Municipal Judge pursuant to O.C.G.A § 36-32-1.1 and desires to serve as Judge of the Clarkston Municipal Court; and

WHEREAS, DAVID C. WILL desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The CITY hereby contracts with DAVID C. WILL to perform all functions and duties specified in Section 3.06 of the Charter of the CITY OF CLARKSTON and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
 - a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
 - b. Preside over criminal cases, traffic cases, parking cases, municipal ordinance cases, arraignments, trials, and hearings and set forth the courtroom calendar;

- c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
 - d. Coordinate with the City Solicitor and Court Clerk to reduce or eliminate backlog of pending cases;
 - e. Review annually data gathered by the CITY regarding cases generated by the Clarkston Police Department which are being filed in the Municipal Court;
 - f. Prepare an annual report concerning Municipal Court operations and personally present that report to the City Council;
 - g. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court;
 - h. Make recommendations to the CITY to improve the financial or other operating conditions of the Court; and
 - i. Appoint a qualified member of the State Bar of Georgia to serve as Public Defender for the Municipal Court pursuant to O.C.G.A. § 36-32-1(f).
2. Independent Contractor. In performing the duties of Municipal Court Judge, DAVID C. WILL shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his judicial responsibilities, save and except that DAVID C. WILL agrees to carry out his duties in a timely, consistent, and impartial manner. If any employee or agent of DAVID C. WILL's is tasked to assist with the duties of DAVID C. WILL under this agreement such employee/agent shall remain solely employee/agent of DAVID C. WILL. DAVID C. WILL agrees to comply with Title 34, Chapter 9 and all other applicable laws as to such persons.
3. Pro Tem Services. While it is agreed that DAVID C. WILL shall personally serve as Municipal Judge and shall be available to fill the duties of that office generally not less than eighty percent of the time, it

is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appointment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when DAVID C. WILL must be absent from that position. Therefore:

- a. On or before the 1st of January of each and every year this contract remains in effect, DAVID C. WILL shall submit to the City Council the names of those persons whom he wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Georgia State Bar, in good standing, and must be satisfactory to the City Council of the CITY. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by DAVID C. WILL and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Clarkston and shall exercise the same functions, duties, powers, and responsibilities as those assumed by DAVID C. WILL pursuant to this agreement.
 - b. DAVID C. WILL shall compensate all pro tem municipal judges at his own expense and upon such terms as he and they may agree.
 - c. DAVID C. WILL shall make a reasonable effort to maintain a pool of at least two pro tem municipal judges and shall endeavor to rotate pro tem services evenly among the approved pro tem pool so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.
 - d. DAVID C. WILL shall instruct all pro tem municipal judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
4. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2022. This contract may be renewed annually upon the terms set forth herein or upon any other terms

mutually acceptable to both parties.

5. Compensation. Effective January 1, 2021, the compensation shall be \$2,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
6. Removal. DAVID C. WILL may be removed from his position as Municipal Judge during the term of this Agreement for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.2.
7. Hours of Work. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall report, when requested by the City Council, an account describing the amount of time he is devoting to his judicial duties.
8. Periodic Review. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.
9. Dues and Subscriptions. The Municipal Court Judge shall maintain membership in the Georgia Council of Municipal Court Judges and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for his continued professional growth and advancement and to improve his performance as Municipal Judge of the CITY OF CLARKSTON. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, he may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.
10. Professional Development. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement referred to in paragraph 9 above shall apply to expenses incurred pursuant to this paragraph as well.
11. General Provisions. This Agreement shall constitute the entire agreement

between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to DAVID C. WILL or any pro tem judge other than as set forth herein.

CITY OF CLARKSTON:

Beverly H. Burks, Mayor

Date: _____

DAVID C. WILL

Date: _____

ATTEST:

Tomika R. Lewis, City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 7D

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 11, 2022

SUBJECT: Approval of the reappointment of the Solicitor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy ,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the reappointment of the Solicitor, Christopher Diwan.

NEED/ IMPACT: The Solicitor will provide Prosecuting Attorney Services to the City of Clarkston Municipal Court.

RECOMMENDATION:
Staff recommends reappointing the Solicitor.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE CONTRACT AND REAPPOINTMENT OF THE SOLICITOR TO SERVE AS THE PROSECUTING ATTORNEY FOR THE CITY OF CLARKSTON MUNICIPAL COURT.

* * * * *

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

Section 1. That the City Council hereby authorizes the contract and reappointment of Solicitor, Christopher Diwan to provide Prosecuting Attorney Services to the City of Clarkston Municipal Court. A copy of said contract is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this ____ day of _____ 2022.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Lewis, City Clerk

EXHIBIT A

**CONTRACT TO PROVIDE PROSECUTING ATTORNEY
SERVICES TO CLARKSTON MUNICIPAL COURT**

THIS AGREEMENT is made and entered into effective this 1st day of January, 2022, by and between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and CHRISTOPHER DIWAN, Attorney at Law.

W I T N E S S E T H:

WHEREAS, the CITY desires the services of CHRISTOPHER DIWAN as City Solicitor, pursuant to Section 3.04 of the Charter of the City of Clarkston; and

WHEREAS, CHRISTOPHER DIWAN is qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a) and desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The CITY hereby contracts with CHRISTOPHER DIWAN to perform all functions and duties of the prosecuting attorney of t4h Clarkston Municipal Court (i.e., serve as City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
 - a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court;
 - b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
 - c. Participate in administrative and research functions in civil areas when so directed by the City Manager;

- d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
 - e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures;
 - f. Coordinate with the Municipal Court Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases;
 - g. Annually review data gathered by the CITY regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;
 - h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council;
 - i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and
 - j. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.
2. Independent Contractor. In performing the duties of City Solicitor, CHRISTOPHER DIWAN shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his prosecutorial responsibilities, save and except that CHRISTOPHER DIWAN agrees to carry out his duties in a timely, consistent, fair and effective manner.
3. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2022. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, CHRISTOPHER DIWAN shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed

to vest in CHRISTOPHER DIWAN any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. Compensation. Effective January 1, 2022, the compensation shall be \$1,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
5. Hours of Work. It is recognized that the hours devoted by the Solicitor in the performance of his responsibilities may vary with the caseload of the Court. The Solicitor shall report to the City Manager upon request the amount of time he is devoting to his duties as Solicitor.
6. Periodic Review. The City Council may review the performance and compensation of the City Solicitor by such method and at such times as the Council shall deem appropriate.
7. Dues and Subscriptions. The City Solicitor shall maintain membership in an appropriate statewide organization for City Solicitors and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the City Solicitor to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve her performance as City Solicitor. Should the City Solicitor desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.
8. Professional Development. The CITY agrees to reimburse the City Solicitor for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the City Solicitor. The procedures for reimbursement referred to in paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.
9. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the

remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to CHRISTOPHER DIWAN other than as set forth herein.

CITY OF CLARKSTON:

Beverly H. Burks, Mayor

CHRISTOPHER DIWAN

Date:_____

Date:_____

ATTEST:

Tomika R. Lewis, City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 7E

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 11, 2022

SUBJECT: Approve the reappointment of the Auditor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy ,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the reappointment of the Auditor, Mauldin & Jenkins, LLC.

NEED/ IMPACT: The auditor will conduct an annual audit of all financial books and records of the City in compliance with the requirements of State general law. The City Council shall engage, pursuant to an annual contract, a Certified Public Accountant or Accounting Firm.

RECOMMENDATION:

Staff recommends reappointing the Auditor, Mauldin & Jenkins, LLC.

CITY OF CLARKSTON

ITEM NO: 7F

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 11, 2022

SUBJECT: Approve the renewal of the City Services Agreement with the Clarkston Community Center (CCC).

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy ,
Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the renewal of the CCC Services Agreement.

NEED/ IMPACT: The City utilizes the CCC for meeting and activity space for certain special events.

RECOMMENDATION:

Staff recommends renewing the Services Contract with the Clarkston Community Center.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE RENEWAL OF THE SERVICES AGREEMENT BETWEEN THE CITY OF CLARKSTON AND THE CLARKSTON COMMUNITY CENTER.

* * * * *

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

Section 1. That the City Council hereby authorizes the renewal of the Service Agreement between the City of Clarkston and the Clarkston Community Center for the City to utilize if needed for meetings and activity space for certain special events. A copy of the agreement is attached hereto as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this ____ day of _____ 2022.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Lewis, City Clerk

EXHIBIT A

**Services Agreement between
Clarkston Community Center
and the City of Clarkston**

This Services Agreement is entered into this _____ day of January 2022, by and between **CLARKSTON COMMUNITY CENTER, INC.**, a Georgia non-profit corporation doing business at 3701 College Avenue, Clarkston, GA 30021, (hereinafter "CCC") and the **CITY OF CLARKSTON**, a Georgia municipal corporation located at 1055 Rowland Street, Clarkston GA 30021, (hereinafter the "City");

WHEREAS, the City is desirous of ensuring greater access to the CCC for Clarkston residents and/or businesses located within Clarkston; and

WHEREAS, the City is in need of meeting and activity space for certain special events; and

WHEREAS, CCC is prepared to provide agreed upon space to Clarkston residents and/or businesses located within Clarkston.

NOW, THEREFORE, in consideration of the payments and mutual covenants described herein, the City and CCC do hereby agree as follows:

- 1) Services to be provided by CCC: CCC shall dedicate use of space to Clarkston resident/business, as well as City-reserved events such as town hall meetings, at no charge to the City, resident or business. This space shall be allocated at standard market rates charged by CCC up to \$2,500 per quarter.

2) Use of CCC by Local Businesses/Residents:

- a. One (1) person or one (1) group residing or working within Citylimits may contract space in Angora Hall, East Room, West Room, or Conference Room at the CCC within each three-month quarter, subject to availability of space.
 - i. One (1) person or one (1) group may contract a series of four (4), five (5) or six (6) two-hour weekly classes/meetings every quarter.
 - ii. Should desire for repeat series occur, booking for subsequent series shall occur in the quarter period following the conclusion of the series.
- b) One (1) person or one (1) group may hold two-time, maximum four (4)-hour gathering monthly.
- c) Once reserved, CCC shall not cancel reservation save for emergencies that cause closing of entire Center.
- d) Events requiring sound shall be paid through the city grant, given the funds are available.
- e) Every group or person requesting use of the CCC must make a written request to the CCC and the CCC has the duty to provide the City Manager with a copy of said written request within two business days of the request being received by the CCC to obtain approval by the City Manager or their designee for the use of any or all part(s) of the CCC.
- f) The CCC shall provide quarterly reports of allocations to the City no later than the following dates: March 31; June 30; September 30; and December 31.
- g) If, on ***more than one occasion***, a person/organization is approved to use the CCC but then cancels its scheduled event within 7 days of the scheduled event, that same person/organization is prohibited from using the CCC for any event, for a period of 3 months. A CCC representative shall provide the requesting person/organization with a copy of this rule, in writing, within 24 hours of denying the request.

3) Use of CCC Facility by City

The CCC shall provide to the City space for training, the State of the City Address, quarterly Town Hall meetings, and other events as needed by the City. Any city official/employee who requests CCC space for training, the State of the City Address, quarterly Town Hall meetings, and other events as needed by the City must make a written request to the CCC, and a copy of said request must be provided to the City Manager within 24 hours of the request being received by the CCC.

4) Payment to CCC

In consideration for the services and use of facilities contemplated herein, the City shall pay CCC Ten Thousand Dollars (\$10,000.00). This amount shall be paid in quarterly installments of \$2,500 each. The first such payment shall be made not later than February 28; the second installment shall be paid not later April 15; the third installment shall be paid not later than July 15; the fourth installment shall be paid not later than October 15 2022.

5) Term and Termination

This Service Agreement is for a period of one year from adoption. The Agreement may be renewed on an annual basis by written agreement of the Parties, subject to appropriation of funds by the City.

[signature page follows]

CLARKSTON COMMUNITY CENTER

Executive Director

date

CITY OF CLARKSTON:

Beverly H. Burks, Mayor

Date: _____

ATTEST:

Tomika R. Lewis, City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 7G

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 11, 2022

SUBJECT: Approve allocating \$10,000 of ARPA Funds to purchase COVID Rapid Tests & Distribute them to Clarkston residents.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☒ NO
Pages:

INFORMATION CONTACT: Councilmember Carroll

PHONE NUMBER: 615-306-5666

PURPOSE: To approve to allocate \$10,000 of ARP A Funds to purchase COVID Rapid Tests & Distribute them to Clarkston residents.

NEED/ IMPACT: To purchase COVID Rapid Tests & Distribute them to Clarkston residents.

RECOMMENDATION:

Staff recommends allocating the funds in the amount of \$10,000.

City of Clarkston

Proposed Allocation of ARPA Funding for Clarkston \$2,359,557.50

Item	Description	Original Allocation Amount as of 09/07/2021	Allocation Adjustments 10/5/2021 Council Meeting	Final Allocation Amount as of 10/5/2021	Amount Spent to Date as of 12/28/2021	Allocated Amount Still Available to Spend
	Total Funds Available	\$ 2,359,557.50		2,359,557.50		
Business Assistance	Provide assistance for Clarkston local businesses related to COVID-19. The assistance will cover business enhancement expenses, not to exceed \$15,000 per applicant. Applicants must meet requirements defined by the City Manager.	150,000.00		150,000.00	5,000.00	145,000.00
Rental Assistance	Provide rental assistances for Clarkston residents. Applicants must meet the same requirements and documentation used for the last COVID-19 distribution in 2020. The assistance will cover rental expenses not to exceed 3 months or \$3,000.	350,000.00	150,000.00	500,000.00	500,000.00	-
Mortgage Assistance	Provide mortgage assistance for Clarkston residents. Applicants must meet the same requirements used for the last COVID-19 distribution in 2020. The assistance will cover mortgage expenses not to exceed 3 months or \$3,000.	50,000.00	(25,000.00)	25,000.00	8,176.56	16,823.44
Utility Assistance	Provide Utility assistances for Clarkston residents. Applicants must meet the same requirements used for the last COVID-19 distribution in 2020. The assistance will cover mortgage expenses not to exceed 3 months or \$1,000.	50,000.00	(25,000.00)	25,000.00	12,113.58	12,886.42
Food Assistance	Food Distribution, etc	50,000.00		50,000.00	49,537.86	462.14
Payroll	10% hazard pay	250,000.00		250,000.00	188,944.15	61,055.85
Health	Medical, vaccines, incentivize-gift cards	75,000.00		75,000.00	10,243.94	64,756.06
Health	Added Vaccine Gift Cards to incentivize getting Vaccines 9/7/2021	55,000.00		55,000.00	33,022.45	21,977.55
Communications/Marketing	Communications/Marketing Allocations 9/7/2021	10,000.00		10,000.00	2,059.47	7,940.53
PPE	gloves, sanitizer, masks	25,000.00		25,000.00	4,654.68	20,345.32
Equipment	signage, banners, safety	25,000.00	40,400.00	65,400.00	28,706.82	36,693.18
TECHNOLOGY	wifi, laptops, accessibility, council/court chambers	50,000.00	25,000.00	75,000.00	74,371.61	628.39
	MOU-Good Samaritan Lutheran Ministries for Clarkston Refugee Housing Assistance & Vaccine Access		17,925.00	17,925.00	-	17,925.00
	MOU-CDF Action for Clarkston Story Walk at Friendship Forest Wild Life Sanctuary to assist persons residing in Clarkston that have been adversely impacted by Covid19. CDF Action \$6,370 for start-up/launch and \$22,035.52 for 30 display stands to be ordered by the City of Clarkston		28,405.52	28,405.52	-	28,405.52
	MOU-Burmese Rohingya Community of Georgia (BRCG) - to implement the BRCG Food and Family Support and Assistance Project to assist persons residing in Clarkston that been adversely affected by the coronavirus.		25,000.00	25,000.00	25,000.00	-
Police Vehicle	2015 FORD F150 - Police Vehicle		23,000.00	23,000.00	23,000.00	-
Total Allocation for the above funds are covered until the November Council Meeting.		1,140,000.00	259,730.52	1,399,730.52	964,831.12	434,899.40
Allocation of remaining funding will be voted by the City Council as new project are defined by the City Council.		1,219,557.50		959,826.98		
		2,359,557.50		2,359,557.50		