



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Jamie Carroll

Sharifa Adde

Susan Hood

Yterenickia Bell

Mark Perkins

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL MEETING AGENDA

TUESDAY, MARCH 4, 2025 - 7:00PM

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

- A. Employee of the Month Recognition – February 2025
- B. Police Department Awards – March 2025
- C. To approve the following meeting minutes:
 - 1. 2/3/2025 – Special Called City Council Meeting – 10:00 AM
 - 2. 2/3/2025 – Special Called City Council Meeting – 6:30 PM
 - 3. 2/4/2025 – City Council Meeting
 - 4. 2/11/2025 – Special Called City Council Meeting

4. REPORTS

- A. Human Resources/ Risk Management 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

- A. **Public Hearing** – To receive comments from the public regarding a proposal to amend the text of the Zoning Ordinance to designate drive-in and drive-thru restaurants as Conditional Uses in the NC-2 Zoning District.
- B. To consider for approval an ordinance to amend the text of the Zoning Ordinance to designate drive-in and drive-thru restaurants as Conditional Uses in the NC-2 Zoning District.

7. CONSENT AGENDA

- A. To approve the reappointment of Ashton Walker to the Historic Preservation Commission.
- B. To approve the reappointment of Birendra Dhakal to the Planning and Zoning Board.
- C. To approve the reappointment of Lisa Williams to the Planning and Zoning Board.
- D. To approve the reappointment of Felicia Weinert to the Planning and Zoning Board.
- E. To approve a resolution pledging to practice and promote civility in the City of Clarkston.



- F. To approve a resolution authorizing a contract to the most responsive and responsible bidder, Aquatic Management, Inc. for the Milam Park Pool Management for the 2025 Swim Season in the amount of \$78,740 to be funded out of the General Fund.
- G. To approve a resolution to deny the claim for damages asserted by claimant Robel Kuma.

8. NEW BUSINESS

- A. **Public Hearing** – To receive comments from the public regarding a proposed resolution approving a variance request to allow a dumpster enclosure in the front yard of the property located at 3643 Market St., Parcel ID No. 18 096 05 004 at Clarkston Plaza.
- B. To consider for approval a variance request to allow a dumpster enclosure in the front yard of the property located at 3643 Market St., Parcel ID No. 18 096 05 004 at Clarkston Plaza.
- C. To consider for approval a resolution to request the Georgia General Assembly adjust the Clarkston municipal boundaries to facilitate the delivery of municipal services.
- D. Consider for approval a resolution to approve the correction of certain erroneous stormwater utility fee assessments by correcting Equivalent Residential Unit calculations for certain commercial and industrial properties.
- E. Executive Session to discuss personnel.
- F. To consider for approval a resolution by the Clarkston City Council to appoint ChaQuias Miller-Thorton as City Manager and to approve an employment agreement with her.

9. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, March 4, 2025. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_UjSF79gIQrWH1oou-hTLKg

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



CITY OF CLARKSTON

ITEM NO: 3A.

CITY COUNCIL MEETING

MEETING TYPE:

Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:

Presentation

MEETING DATE: March 4, 2025

SUBJECT: Employee of the Month – February 2025

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO

PAGES:

PRESENTER CONTACT INFO: Dr. Dwight L. Baker
PHONE NUMBER: 404.824.8135

PURPOSE:

To recognize and reward exceptional employee performance, fostering a culture of appreciation and motivation.

NEED/IMPACT:

- Highlighting outstanding contributions enhances employee morale and engagement.
- Celebrating achievements promotes a positive work environment and inspires others to excel.

RECOMMENDATION:

Announce the Employee of the Month during monthly Council meetings and through internal communications to ensure recognition is well-publicized.

The Employee of the Month will:

- Receive a \$25 gift card.
- Be featured in internal and social media communications.
- Become eligible for nomination as the Employee of the Year.



CITY OF CLARKSTON

ITEM NO: 3B

CITY COUNCIL MEETING

MEETING TYPE:

Council meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:

Presentation

MEETING DATE: March 4, 2025

SUBJECT: Police Department Awards – March 2025

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: YES ☒ NO

PAGES:

PRESENTER CONTACT INFO: Assist. Chief X. Todd
PHONE NUMBER: 404.790-7992

PURPOSE:

- To recognize and reward exceptional employees performance, fostering a culture of appreciation and motivation.

NEED/IMPACT:

- Celebrating achievements promotes a positive work environment.

RECOMMENDATION:

- To award excellent work from the Police Department Criminal Investigations Division on investigation of a Homicide.

MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON MONDAY, FEBRUARY 3, 2025

On the 3rd day of February 2025, at 10:08 a.m., the City Council of Clarkston, Georgia met in special session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde and Susan Hood. Absent: Yterenickia Bell; Jamie Carroll; and Mark Perkins. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Lolita Grant (Finance Director); Christine Hudson (Police Chief); June Davis (Administrative Coordinator); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 10:08 a.m.

2. ROLL CALL

Councilmembers Bell, Carroll and Perkins were absent.

3. NEW BUSINESS

A. Public hearing to receive comments on potentially opting out of the Floating Homestead Exemption pursuant to O.C.G.A. § 48-5-44.2(i).

The Mayor opened the Public Hearing at 10:09 a.m.

The Mayor closed the Public Hearing at 10:09 a.m.

There were no public comments.

4. ADJOURNMENT

Vice Mayor Johnson made a motion to adjourn. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (3-0).

The meeting adjourned at 10:10 a.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

February 3, 2025
Special Called City Council Meeting Minutes

MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON MONDAY, FEBRUARY 3, 2025

On the 3rd day of February 2025, at 6:31 p.m., the City Council of Clarkston, Georgia met in special session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde; Yterenickia Bell (virtual); Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Lolita Grant (Finance Director); Christine Hudson (Police Chief); June Davis (Administrative Coordinator); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 6:31 p.m.

2. ROLL CALL

Councilmember Adde was absent during roll call.

3. NEW BUSINESS

A. Public hearing to receive comments on potentially opting out of the Floating Homestead Exemption pursuant to O.C.G.A. § 48-5-44.2(i).

City Attorney, Stephen Quinn presented a high-level overview of what the city is considering pertaining to opting out of the Floating Homestead Exemption.

Councilmember Adde entered the meeting.

Mr. Quinn provided an explanation of the new law passed under House Bill 581 regarding the provision that would create a Floating Homestead Exemption and explained the difference between the Traditional Homestead Exemption and the Floating Homestead Exemption.

The Mayor opened the Public Hearing at 6:37 p.m.

Dean Moore inquired about what the Floating Homestead Exemption means for the value of the homes.

The Mayor closed the Public Hearing at 6:39 p.m.

Mayor Burks informed the citizens that information regarding this matter was provided at the January meeting.

4. ADJOURNMENT

Vice Mayor Johnson made a motion to adjourn. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting adjourned at 6:39 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, FEBRUARY 4, 2025

On the 4th day of February 2025, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde, Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Christine Hudson (Police Chief); Dr. Dwight Baker (Director of Human Resources & Risk Management); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

All Councilmembers were present.

Vice Mayor Johnson made a motion to add Executive Session to the agenda. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

A. Employee of the Month Recognition – February 2025

Dr. Dwight Baker, the Director of Human Resources and Risk Management, presented an update to the Mayor and Council regarding the successful implementation of two new recognition programs: the Employee of the Month and Employee of the Year programs. He provided a brief overview of both initiatives, highlighting their purpose in acknowledging exceptional performance and contributions by city employees.

Dr. Baker took the opportunity to recognize the Employee of the Month for January 2025, offering a brief explanation of the employee's outstanding contributions to the City. The recognition was given to a member of the Police Department, acknowledging their dedication and hard work in serving the community.

B. To approve the following meeting minutes:

- 1/7/2025 – City Council Work Session
- 1/14/2025 – City Council Meeting
- 1/28/2025 – City Council Work Session

Councilmember Carroll made a motion to approve the following sets of minutes: 1/7/2025, 1/14/2025, and 1/28/2025. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. REPORTS

A. Police Department Report.

- Chief Hudson and Assistant Chief Todd provided a brief report on the recent inclement weather events and a recent homicide.

B. City Manager's Report

Interim City Manager Tammi Saddler Jones provided a brief report covering the following updates: A Doodle Poll will be sent to the Mayor and Council to determine dates for the Mayor, Council, and Staff Retreat; City offices will be closed on February 17th in observance of Presidents' Day; The deadline for citizens to apply for the Clarkston C.A.R.E.S Grant was announced; Two public hearings on House Bill 581 were held on February 3rd, with a third scheduled for February 11th; Citizens were encouraged to visit the City's website for current job openings; Free legal assistance is available for residents facing financial hardship; and A Call for Artists RFP was announced.

C. City Attorney's Report

- Stephen Quinn did not have a report.

D. Council Remarks

- The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

E. Mayor's Report

- Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.

5. PUBLIC COMMENTS

Debbie Gathmann and Ashton Walker presented public comments.

6. OLD BUSINESS

A. To consider adopting an ordinance to create the Community Redevelopment Tax Incentive Program.

Councilmember Bell provided a brief overview of this item, stating it was reintroduced to the agenda to give the City Attorney more time for further research and to allow staff to send additional information to the Council. The memo from staff to the City Council addressed many questions regarding the blight ordinance. Councilmember Bell mentioned the City Attorney agreed to the City enforcing the ordinance to its fullest extent.

The Council discussed this matter.

Councilmember Perkins made a motion to an ordinance to adopt New Article VIII of Chapter 5 of the City Code to create a Community Redevelopment Tax Incentive Program; to levy an increased ad valorem tax on blighted property; and to provide for a decreased rate of taxation for property where blight conditions are remediated. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-1-1). Vice Mayor Johnson voted “no” and Councilmember Adde abstained.

7. CONSENT AGENDA

- A. To approve a Proclamation designating February as “Black History Month”.
- B. To approve a Proclamation designating March as “Women’s History Month”.
- C. To approve a resolution authorizing a contract renewal for the Use of Meeting Space Agreement with the Clarkston Community Center (Venue Rentals) in the amount of \$15,000 to be funded out of the General Fund.
- D. To approve the fabrication and installation of ten (10) decorative mailboxes on the North side of Norman Road from Rogers Street to the Norman Road dam; including repairs/replacement of mailboxes on East Ponce de Leon for an estimated amount of \$30,000 to be funded out of SPLOST I.
- E. To approve the fabrication and installation of four (4) pergolas and corresponding benches and trash containers to enhance the pedestrian environment on Market Street between Vaughan Street and North Indian Creek for an estimated amount of \$60,000 to be funded out of SPLOST I.
- F. To approve the replacement of approximately 100 trees and 600 bushes/grasses that were planted by city landscape contractors over the past 5 years that have not survived or are diseased not to exceed \$125,000 to be funded out of the Tree Bank Fund and General Fund.
- G. To adopt an ordinance to define and prohibit nuisances, to define and prohibit highly hazardous conditions and to provide emergency powers for the building official.
- H. To approve a resolution appointing Dekalb County Board of Registrations and Elections to conduct the City of Clarkston 2025 General Municipal Election.

Councilmember Carroll made a motion to approve the Consent Agenda Items 7A through H. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS

- A. To consider approving a proposal from DeKalb County to fund the installation of the Beautification/Landscaping at the Church Street and I-285 Interchange on-ramp and contributes to the installation of new plants at the Church Street off-ramp.

Larry Kaiser with Collaborative Infrastructure Services, LLC provided a brief overview stating this proposal is a two-phase approach. Phase I is a donation from Commissioner Terry to the City of \$30,000 to install plantings that have died or diseased, provided the city agrees to continue maintenance of the off-ramp. The second phase will occur later this year in the third or fourth quarter, which will consist of Commissioner Terry hopefully finding funds in their budget to plant landscaping on the Church Street on-ramp at I-285 Interchange at a cost of about \$125,000 and it will be their responsibility to install and fund the plants.

Mr. Kaiser stated if this occurs based upon the budget, property taxes flowing in and if the County believes there may be a slight increase on those property taxes, some additional revenue, then it will be expressed to the City of Clarkston and the City will evaluate their budget and if there are sufficient funds to maintain the on-ramp of about \$30,000 additional dollars a year, forever, then we will proceed provided City Council agrees to the additional maintenance on the off-ramp.

The Council discussed this matter.

Councilmember Hood made a motion to approve a proposal from DeKalb County to fund the installation of the Beautification/Landscaping at the Church Street and I-285 Interchange on-ramp and contributes to the installation of new plants at the Church Street off-ramp. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

- B. To consider adopting an ordinance to require inspection certificates for 100% of multi-family residential units in connection with the annual business license renewal for such developments when the multi-family residential business fails to comply with applicable inspection and licensing requirements during the prior year.

Interim Planning and Economic Development Director, Richard Edwards stated staff is recommending is to add Section 11-99 called “Additional code compliance certificate requirement for non-compliant owners” to the Code of Ordinances. If the owner fails to provide a completed application, within a timely manner as established by the City Code Section 11-4 or you fail more than 50% of the unit inspection as required by City Code Section 11-97, then the City Clerk’s Office would notify that property owner by June 1st that the following year they would be required to submit 100% of all units in connection with the owners next annual business license renewal.

The Council discussed this matter.

Councilmember Perkins made a motion to approve an ordinance to amend Chapter 11, Article V of the City Code regarding multi-family rental dwellings to require code compliance certificates for all units within multi-family rental dwellings at the time of business license renewal for those owners that do not comply with applicable business license requirements during the prior year. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

- C. To consider approving a resolution to re-designate a Downtown Development Area for the Downtown Development Authority (DDA) of Clarkston, as recommended by the DDA.

Richard Edwards, Interim Planning and Economic Development Director, presented the recommended adjustments from the Economic Development Consultant hired by the City. The consultant advised including the larger and older apartment complexes, as well as the industrial areas, in the city's plans.

The Council discussed this matter.

Councilmember Perkins made a motion to approve the resolution to re-designate a Downtown Development Area for the Downtown Development Authority (DDA) of Clarkston, as recommended by the DDA. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-1). Vice Mayor Johnson voted “no”.

Vice Mayor Johnson made a motion to enter Executive Session. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved. Mayor Burks called for the vote and declared the motion approved (6-0).

9. ADJOURNMENT

Vice Mayor Johnson made a motion to adjourn. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting adjourned at 8:38 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, FEBRUARY 11, 2025

On the 11th day of February 2025, at 6:04 p.m., the City Council of Clarkston, Georgia met in special session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde; Yterenickia Bell (virtual); Jamie Carroll; and Mark Perkins. Absent: Susan Hood. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Lolita Grant (Finance Director); Christine Hudson (Police Chief); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

2. ROLL CALL

Councilmember Hood was absent.

3. NEW BUSINESS

A. Public hearing to receive comments on potentially opting out of the Homestead Exemption pursuant to O.C.G.A. § 48-5-44.2(i).

City Attorney, Stephen Quinn presented a high-level overview of what the city is considering pertaining to opting out of the Floating Homestead Exemption. Mr. Quinn also informed the Mayor and City Council of the Floating Local Option Sales Tax (FLOST) and the steps that would have to take place if the city wanted to pass a FLOST.

The Public Hearing opened at 6:13 p.m.

The Public Hearing closed at 6:13 p.m.

There were no public comments.

B. To consider approving a resolution to opt out of the Homestead Exemption pursuant to O.C.G.A. § 48-5-44.2(i).

Vice Mayor Johnson made a motion to approve a resolution to opt out of the Homestead Exemption pursuant to O.C.G.A. § 48-5-44.2(i). Councilmember Adde duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

4. ADJOURNMENT

Councilmember Perkins made a motion to adjourn. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (5-0).

The meeting adjourned at 6:15 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor



CITY OF CLARKSTON

ITEM NO: 6B

CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MARCH 4, 2025

SUBJECT: To consider for approval an ordinance to amend the text of the Zoning Ordinance to designate drive-in and drive-thru restaurants as Conditional Uses in the NC-2 Zoning District.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: X YES NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 9

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss and review a text amendment to Sec. 403. – Use Table to allow conditional use application submittals for “Eating and drinking establishments, including drive-thru/drive-in establishments” in the NC-2 zoning district.

NEED/ IMPACT: The city’s zoning ordinance does not allow drive-thru/drive in establishments in any zoning district. This text amendment would allow property owners and business owners to submit a conditional use permit in the NC-2 zoning district that would have to be reviewed by the Planning & Zoning Board and City Council via three (3) public meetings.

RECOMMENDATION: Staff is recommending approval of this text amendment.

STAFF ANALYSIS AND REPORT

To: City of Clarkston Mayor & City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to Sec. 403. – Use Table to allow conditional use application submittals for “Eating and drinking establishments, including drive-thru/drive-in establishments” in the NC-2 zoning district.

Date: January 28, 2025

Purpose:

The purpose of this staff report and analysis is to present the proposed text amendments to *Sec. 403. – Use Table* to allow for the submittal of Conditional Use Permit applications for “eating and drinking establishments, including drive-thru/drive-in establishments” in the NC-2 zoning district. The Planning Commission is requested to provide a recommendation at their public hearing on January 21, 2025, which will be forwarded to the City Council for further consideration at their public hearing scheduled for February 4, 2025.

Background:

The city updated the zoning code in June of 2023 and the new code does not allow “drive-thru/drive-in establishments” within any zoning district in the city. There are approximately 29 properties designated as NC-2 that would become eligible to apply for the Conditional Use Permit.

The Conditional Use Permit application has a \$500 application fee and has to be reviewed by the Planning Commission and City Council via three (3) public meetings. The Planning Commission will take a vote to recommend approval or denial to City Council, who will ultimately make a decision on whether the use is appropriate or not.

A public hearing is scheduled for the Planning and Zoning Board to review the proposed text amendment at their regularly scheduled meeting on January 21, 2025.

Attachments:

1. Ordinance
2. Redlines of Sec. 403. – Use Table
3. Zoning Map

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLE IV OF THE CITY CODE, TO DESIGNATE EATING AND DRINKING ESTABLISHMENTS THAT INCLUDE DRIVE THRU OR DRIVE IN FACILITIES AS USES THAT ARE ALLOWED IN THE NC-2 ZONING DISTRICT UPON THE ISSUANCE OF A CONDITIONAL USE PERMIT.

WHEREAS, Table 4.1 of the City’s Zoning Ordinance sets forth certain permitted and conditional uses within City zoning districts, with any use not specifically listed in Table 4.1 or interpreted to be allowed by the city manager being prohibited; and

WHEREAS, Table 4.1 currently permits eating and drinking establishments in several City zoning districts provided such establishments do not include a drive-thru or drive-in; and

WHEREAS, by contrast, eating and drinking establishments that do include a drive-thru or drive-in are not listed in Table 4.1 and are therefore prohibited within all City zoning districts; and

WHEREAS, the City Council finds that eating and drinking establishments that do include a drive-thru or drive-in may be appropriate in the NC-2 district depending on site-specific conditions as contemplated by Zoning Ordinance Section 219; and

WHEREAS, the City Council desires to amend Table 4.1 to allow conditional use permits for eating and drinking establishments including drive thru and drive in establishments in the NC-2 zoning district; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

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

SECTION 1. Appendix A, Article IV, Division 1, Section 403 – Use Table, of the City of Clarkston Code of Ordinances is amended by deleting the existing Table 4.1 in its entirety and replacing it with the document entitled “Table 4.1 Use Table” attached hereto as Exhibit A.

SECTION 2. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: _____

Public Hearing Held by City Council: _____

SO ORDAINED this ____ day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney

EXHIBIT A

Table 4.1 Use Table

P: Permitted use
C: Conditional use subject to the conditional use permit application procedures specified in article II of this chapter
AP: Administratively approved use
Pa: Accessory use as regulated by article IV of this chapter.

NR-1**NR-2****NR-3****NC-1****NC-2****TC****I****R-OS****NR-CD****RC****Supplemental Standards****Residential**

Apartment childcare or tutoring

P**P****P****P****P**Sec. 404

Assisted Living

P**P**

Boarding or Rooming House, except halfway houses

C**C**

Dwelling, Accessory

P**P****P****P****P**Sec. 413

Dwelling, Duplex

P**P**

Dwelling, Multi-family

P**P****P****P****P**

Dwelling, Single-family detached

P**P****P****P****P**

Dwelling, Townhome

P**P****P**

Dwelling, Triplex

P**P**

Dwelling, Quadruplex			P								
Home Occupation	P	P	P								<u>Sec. 407</u>
Non-commercial horticulture and agriculture	P	P	P								<u>Sec. 408</u>
Non-commercial poultry	P	P	P								<u>Sec. 409</u>
Personal Care Home									C	C	
Planned Unit Developments											
Cottage Housing Developments		P ⁺	P ⁺						P ⁺	P ⁺	
Planned Commercial Development				P ⁺	P ⁺	P ⁺			P ⁺	P ⁺	
Planned Mixed-Use Development				P ⁺	P ⁺	P ⁺			P ⁺		
Planned Residential Development		P ⁺	P ⁺							P ⁺	
Commercial and Retail											
Adult entertainment or establishment							C				
Antique shop				P	P	P				P	
Apparel store				P	P	P					
Art store/gallery				P	P	P			P	P	
Banks and financial institutions				P	P	P				P	

Bed and breakfast inns			C			P				C	<u>Sec. 405</u>
Book and video store (non-adult oriented)				P	P	P				P	
Bottle shop/package store					C	P	P				
Bowling Alleys						P	P		C		
Camera shop				P	P	P			P		
Car washes					C		C				
Child day care, adult day care											<u>Sec. 406</u>
Dry cleaner (except drive thru)				P	P						
Eating and drinking establishment, excluding drive-thru/drive-in establishments				P	P	P	P		P	P	
Eating and drinking establishments, including drive-thru/drive-in establishments					C						
Electronics and appliance store						P					
Entertainment venues (non-adult oriented)							P				
Florist				P	P	P			P	P	
Funeral home (no on-site crematory services)							P				

Furniture and home furnishings						P					
Greenhouses and horticultural nurseries				P	P				P	P	

Grocery store						P					
Hookah/Vape Store											
Hospital							P				
Hotel						C					
Jewelry store				P	P	P			P	P	
Laundry, self-service				C	C		C				
Massage establishment							C				
Microbrewery				P	P	P	P		C		
Movie Theater (non-adult oriented)						P	P				
Non-automotive repair services (cameras, jewelry, shoes)				P	P	P	P				
Parking structure				Pa	Pa	Pa	Pa	Pa	Pa		
Personal service establishment (barber shop, hair salon, nail salon)				P	P	P			P	P	
Pet boarding/breeding kennel							P				
Pet grooming and supply shop				P	P	P					

Pharmacy or Drug store				P	P						
Recycling collection				Pa	Pa	Pa	Pa			Pa	
Recycling collection/drop off centers									Pa		

Research and experimental testing laboratories							C				
Retail, 2,500 - 5,000 s.f.					P	P			P	C	
Retail, 2,500 s.f. or less				P	P				P	P	
Retail, over 5,000 s.f.						P	P				
Shoe store				P	P	P					
Sporting goods store				P	P	P					
Tattoo parlor and piercing studio					P	P	P				
Title loan businesses, pawn shops							C				
Toy store				P	P	P					

Office, Institutional, and Cultural

Library, Public				C	C	C	C	C	C	C	
Pre-schools and similar establishments				P	P	P			P	P	
Office (Professional)				P	P	P	P			P	
Office (Medical)				P	P	P	P			P	

Office (Veterinary without boarding)				P	P	P	P			P	
Parks/Green Space	P	P	P	P	P	P	P	P	P	P	

Places of assembly, including religious institutions	C	C	C	C	C		P		C	C	<u>Sec. 411</u>
Tutoring Establishments			P	P	P	P			P	P	

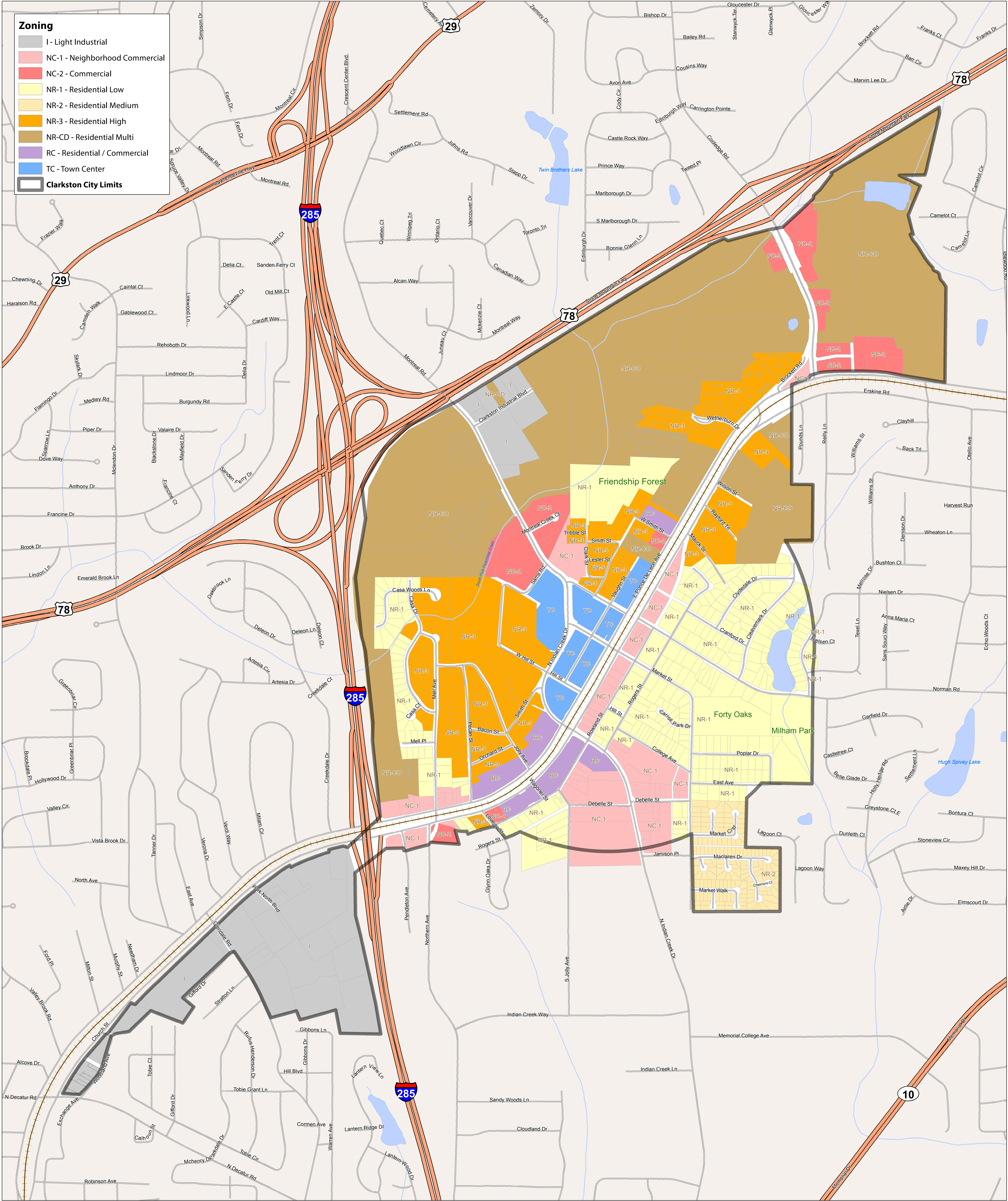
Industrial and Manufacturing

Automobile, truck, motorcycle and heavy equipment sales/service/rental/parts/repair establishments					C		P				
Building and equipment supply/repair services (no outdoor storage)							P				
Commercial dry-cleaning plants							C				
Communications towers (cellular)							C				
Crematories							C				
Manufacturing and assembly, provided no gas, fumes or odors are emitted as a result of the activity							P				
Outdoor storage, commercial											

Trade shops (locksmith, gunsmith, sheet metal, upholstery, furniture, appliance, electrical, carpentry)							P				
Wholesaling and warehousing (entirely indoors)							P				

Temporary Uses											
Farmer's market				AP	AP	AP	AP	AP	AP	AP	<u>Sec. 414</u>
Festival				AP	AP	AP	AP	AP	AP	AP	<u>Sec. 414</u>
Food truck				AP	AP	AP	AP	AP	AP	AP	<u>Sec. 414</u>
Seasonal activities and sales				AP	AP	AP	AP	AP	AP	AP	<u>Sec. 414</u>
Storage of construction equipment				AP	AP	AP	AP	AP	AP	AP	<u>Sec. 414</u>
Tent sale/sale of goods from temporary location				AP	AP	AP	AP	AP	AP	AP	<u>Sec. 414</u>
* When approved by City Council											

ZONING - CITY OF CLARKSTON, GA



CITY COUNCIL

ITEM NO: 7A

CITY COUNCIL MEETING

MEETING TYPE:

Council
Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:

Approval

MEETING DATE: March 04, 2025

SUBJECT: To approve the re-appointment of Ashton Walker to the Historic Preservation Commission.

DEPARTMENT: Planning & Economic Development

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 2

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To review and decide on re-appointment of Ashton Walker to the Historic Preservation Commission for a three (3) year term to expire on December 31, 2027.

NEED/ IMPACT: The Historic Preservation Commission is a reviewing and recommending body for the nomination and preservation of historic properties. The board consists of three (3) members and is a crucial part of the preservation of historic neighborhoods, properties, and structures within the city.

RECOMMENDATION: N/A



**CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION 12/20/2024

NAME: Graham Ashton Walker

HOME ADDRESS:

HOME PHONE:

CELL PHONE:

E-mail ADDRESS:

LENGTH OF RESIDENCY IN CLARKSTON:

7 years

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD:

Drake School Elementary, Social Studies and Science Teacher

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to: City of Clarkston
Office of the City Clerk
1055 Rowland Street
Clarkston, GA 30021

Submit by email to: tmitchell@cityofclarkston.com

Thank you for your willingness to serve your local government and community.

Graham Ashton Walker



12/20/2024

Dear City Council,

I am applying for another term on the Historic Preservation Commission. I have a bachelor's in United States history from Mercer University and a master's in urban studies with a concentration in urban history from Georgia State University's Andrew Young School of Public Policy. I worked with Christopher Lawton (now Georgia Tech) on Mercer University professor Melanie Pavich's contribution to the St. Simons African American Heritage Coalition Harrington School preservation project. This important work, with the Putnam County Charter School System, fostered experiential learning for K-12 students by connecting their history classes to university service-learning projects. I currently teach history, social studies, and science to Dekalb's future leaders, and hopefully future Clarkston residents, at the Drake School. I spent my childhood in the Philippines where my parents were educators. These experiences have led me to an appreciation of teaching and discussing history in a more public facing way that is sensitive and empowering to many different demographics and educational levels, teaching that tries to listen as much as or more so than it explains, and building histories that help young and old address past socio-economic traumas in small but constructive ways.

Clarkston has a complex but important story. Ours is a truly unique city that does not have to be relegated to just a smaller imitation of our larger neighbors. We have the resources and assets to continue to develop our economic footprint in a way that works with other municipalities to forge a regional development strategy instead of in competition with them. However, to understand our potential paths forward we must understand where we have been and the trajectories that have brought us here. Clarkston has an immense amount of unmined both social capital and real accessible capital that can do much more than a few plaques. There is no reason to sabotage local schools with tax increment financing when we could be fostering Federal and State Tax Credits, for Historic Preservation, Low-Income Housing, and the Opportunity Zones. We have citizens paying out of pocket for historic home renovations when we could be fostering outside funding for our important neighborhood beautification projects. We can generate marketing and publicity that increases home values and brings a real return on investment to our citizens, instead of simply resenting Avondale, Candler Park, and other communities for doing so. We need development for us and by us. To do that we need to reckon with our historic strengths, weaknesses, opportunities, and threats. We need better (and real) data on how our institutional capacity, economic base, and employment structure have changed over time. There is no way to get that outside of doing the hard work of collecting it ourselves.

We currently have the best City Council that I have seen in my short tenure. Personalities aside, skillsets and representation on the council are probably at their peak. If we don't utilize this moment to get outside of prior deadlocks and weave these skillsets into a coherent tapestry and narrative it may not come again anytime soon.

Thank you for your consideration of this reapplication,
Graham Ashton Walker

CITY COUNCIL

ITEM NO: 7B

CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: March 4, 2025

SUBJECT: To approve the re-appointment of Birendra Dhakal to the Planning and Zoning Board.

DEPARTMENT: Planning & Economic Development

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 2

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To review and decide on re-appointment of Birendra Dhakal to the Planning and Zoning Board for a four (4) year term to expire on December 31, 2028.

NEED/ IMPACT: The Planning and Zoning Board is a recommending body to the City Council on all request relating to planning and zoning. The board consists of five (5) members and is a crucial part of the review process for all planning and zoning items.

RECOMMENDATION: N/A

PLANNING & ZONING COMMITTEE

12/DATE OF APPLICATION

12/20/2024

APPLICATION CELL PHONE:

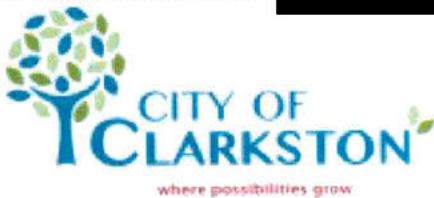
NAME:

BIRENDRA DHAKAL

HOME ADDRESS:

HOME PHONE:

E-mail ADDRESS:

**CITY OF CLARKSTON**

LENGTH OF RESIDENCY IN CLARKSTON:

19 years

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD:

I work as part time Community Health worker at Clarkston Community Health Center.

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee •
Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no

Reasons for Consideration:

I have been working as a Planning and Zoning Board member for the last 9 years including as its Chairman for three years. The recommendations we made during these years have created a visible impact in the community and the city as a whole.

Having lived in Clarkston for the last 19 years, I feel I can understand the felt need of the community and how we can play a role in advancing this need. In addition, I have a deep interest in working with the community. My past work such as volunteering at Bhutanese makeshift temple teaching citizenship class as well as running for City Council speaks for itself. Even my current job provides me the opportunity to work in a diverse community that enables me to bring a better perspective to the Board.

I would like to continue in the Board in future too.

Thank you



CITY COUNCIL

ITEM NO: 7C

CITY COUNCIL MEETING

MEETING TYPE:

Council
Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:

Approval

MEETING DATE: March 4, 2025

SUBJECT: To approve the re-appointment of Lisa Williams to the Planning and Zoning Board.

DEPARTMENT: Planning & Economic Development

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 5

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To review and decide on re-appointment of Lisa Williams to the Planning and Zoning Board for a four (4) year term to expire on December 31, 2028.

NEED/ IMPACT: The Planning and Zoning Board is a recommending body to the City Council on all request relating to planning and zoning. The board consist of five (5) members and is a crucial part of the review process for all planning and zoning items.

RECOMMENDATION: N/A



**CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION 12.19.2024

NAME: Lisa Williams

HOME ADDRESS:

HOME PHONE:

CELL PHONE:

E-mail ADDRESS:

LENGTH OF RESIDENCY IN CLARKSTON: 19 yrs

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD:

SEVP Finance/Operations @ Trevelino/Keller

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to: City of Clarkston
Office of the City Clerk
1055 Rowland Street
Clarkston, GA 30021

Submit by email to: tmitchell@cityofclarkston.com

Thank you for your willingness to serve your local government and community.

Dear Mr. Edwards,

Thank you for considering my reappointment to the City of Clarkston Planning & Zoning Committee. Please find my completed application attached, along with this letter of interest.

Over the past four years, I have had the privilege of serving on the Planning & Zoning Committee, during which time I have gained valuable experience and contributed to the development and implementation of policies aimed at supporting Clarkston's growth and sustainability. My tenure has strengthened my understanding of the zoning process and my commitment to equitable community development.

To further enhance my knowledge and effectiveness, I have pursued the following professional training opportunities:

- **Spring 2023:** Atlanta Regional Commission's *Community Planning Training*
- **Fall 2023:** Atlanta Regional Commission's *Housing 202 Session*
- **August 1, 2024:** *Planning & Zoning 101: The Basics* (Carl Vinson Institute of Government, UGA Gwinnett Campus)

These programs have deepened my expertise in zoning principles, housing strategies, and community engagement—skills I am eager to continue applying to Clarkston's planning initiatives.

In lieu of a traditional resume, I kindly request that my LinkedIn profile be used as a reference for my professional background: <https://www.linkedin.com/in/lisaannewilliams/>



Lisa Williams - Trevelino/Keller | LinkedIn

Key senior staff member overseeing all financial, human resources, technology... • Experience: Trevelino/Keller • Location: Atlanta • 500+ connections on LinkedIn. View Lisa Williams' profile

...

www.linkedin.com

I am grateful for the opportunity to serve my community and look forward to continuing to support the City of Clarkston in this capacity. Please do not hesitate to reach out if you need any additional information.

Thank you for your time and consideration.

Sincerely,

Lisa Williams



Home



My Network



Jobs



Messaging



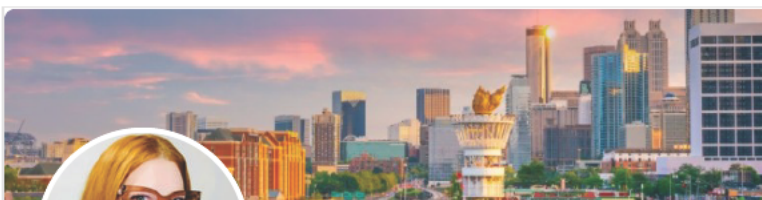
Notifications



Me



For Business

[Network Smar](#)
[Try Premium F](#)**Lisa Williams** · 3rd

Senior Executive Vice President Finance/Operations at Trevelino/Keller



- Trevelino/Keller



- Georgia State University

Atlanta, Georgia, United States · [Contact info](#)

500+ connections

Message

+ Follow

More

About

Key senior staff member overseeing all financial, human resources, technology, operations, and facilities matters for small to mid-sized businesses, moving organizations forward in thinking and planning.

...

[...see more](#)

Activity

676 followers

Posts

Comments

Lisa Williams reposted this · 3mo



We are beyond excited to announce that we have officially moved to our new office in vibrant West Midtown at the [Interlock Tower](#)!

...

[...show more](#)

92

10 comments · 6 reposts

Lisa Williams reposted this · 5mo

The news is out. We are excited to share Trevelino/Keller's acquisition of Marsden Marketing, one of the more accomplished growth marketing firms in th [...show more](#)

**Trevelino/Keller Acquires Marsden Marketing**

businesswire.com

86

11 comments

Lisa Williams reposted this · 10mo



Always proud of this team



1 comment

[Show all posts →](#)

Experience

**Trevelino/Keller**

16 yrs 11 mos

Senior Executive Vice President Finance/Operations

Full-time

Nov 2023 - Present · 1 yr 2 mos

Atlanta, Georgia, United States · Hybrid

Executive Vice President Finance/Operations

Oct 2018 - Nov 2023 · 5 yrs 2 mos

Greater Atlanta Area

Operational Planning, Analytical Skills and +17 skills

VP of Finance and Operations

Feb 2008 - Sep 2018 · 10 yrs 8 mos

Greater Atlanta Area

Operational Planning, Analytical Skills and +14 skills

Planning & Zoning Board Member

The City of Clarkston, Georgia

Feb 2021 - Present · 3 yrs 11 mos

Clarkston, Georgia, United States

Analytical Skills, Communication and +1 skill

Vice President

New Leaf Unlimited Inc

Jul 2005 - Feb 2008 · 2 yrs 8 mos

Greater Atlanta Area

Operational Planning, Analytical Skills and +16 skills

VP Operations

Signal.CCD

Mar 1999 - Feb 2005 · 6 yrs

Greater Atlanta Area

Operational Planning, Analytical Skills and +16 skills

Asst. Publisher

Dallas Austin Recording Projects

Mar 1997 - Mar 1999 · 2 yrs 1 mo

Greater Atlanta Area

Analytical Skills, Communication and +1 skill

[Show all 8 experiences →](#)

Education

**Georgia State University****McEachern High School**

Licenses & certifications



SHRM HR Department of One Specialty
SHRM
Issued Apr 2023

Show credential



SHRM Certified Professional (SHRM-CP)
SHRM
Issued Jul 2021

Show credential

Human Resources (HR) and Employee Relations

Volunteering



Business Mentor
Start:ME Atlanta
Oct 2018 - Present · 6 yrs 3 mos
Economic Empowerment

Start:ME is an intensive 14-session business training program for promising local small businesses. During the 14-sessions, and beyond, we connect...



Volunteer
Refuge Coffee Co.
May 2018 - Present · 6 yrs 8 mos
Social Services

Show all 10 volunteer experiences →

Skills

Operational Planning

4 experiences across Trevelino/Keller and 3 other companies

Critical Thinking

4 experiences across Trevelino/Keller and 3 other companies

Show all 50 skills →

Recommendations

Received Given

Nothing to see for now
Recommendations that Lisa receives will appear here.

Interests

Top Voices Companies Newsletters Schools



Richard Branson
Founder at Virgin Group
18,731,562 followers

+ Follow

CITY COUNCIL

ITEM NO: 7D

CITY COUNCIL MEETING

MEETING TYPE:

Council
Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:

Approval

MEETING DATE: March 04, 2025

SUBJECT: To approve the re-appointment of Felicia Weinert to the Planning and Zoning Board.

DEPARTMENT: Planning & Economic Development

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐
NO PAGES: 7

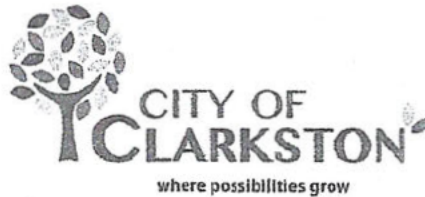
PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To review and decide on re-appointment of Felicia Weinert to the Planning and Zoning Board for a four (4) year term to expire on December 31, 2028.

NEED/ IMPACT: The Planning and Zoning Board is a recommending body to the City Council on all request relating to planning and zoning. The board consists of five (5) members and is a crucial part of the review process for all planning and zoning items.

RECOMMENDATION: N/A

DATE: 1/5/2025



**CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION

NAME: FELICIA WEINERT

HOME ADDRESS: [REDACTED]

HOME PHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-mail ADDRESS: fweinert exec@gmail.com

LENGTH OF RESIDENCY IN CLARKSTON: 22 YEARS

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD: [REDACTED]

RETIRED See Attached Resume

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to: City of Clarkston
Office of the City Clerk
1055 Rowland Street
Clarkston, GA 30021

Submit by email to: tashby@cityofclarkston.com

Thank you for your willingness to serve your local government and community.

Felicia Weinert

CERTIFIED EXPERT: | NEGOTIATIONS | MANAGEMENT OPERATIONS | SUPERVISORY | ANALYTICAL

PROFESSIONAL AFFILIATIONS: City of Clarkston Planning & Zoning Board, 2016-present
Prepaid Legal Associate, 2014-present

Retired take-charged leader with an extraordinary background in turning around financially distressed, non-productive companies; employing lean empowerment that drives organizations to best practices.

CRISIS MANAGEMENT • COST CONTROL • LEGAL/ BUSINESS ETHICS • GOVERNMENT AFFAIRS • CONSTRUCTION BUILDING MGMT•

TCCA ASSOCIATION, INC. | Property Administration | Cost Control | Legal | Construction Repair MGMT

President/& Vice President

PRESIDENT	2014-2021
VICE PRESIDENT	2010-2014
BOARD MEMBER	2009-2010
CONSULTANT TO PRESIDENT	2004-2009

FINANCIAL CONSULTANT 2004-2009

Transferred and upgraded 10 yrs of the Corporation's financial statements and records to Excel. Assisted President with overseeing Construction Building repairs and contractors.

Strategic budgeting, Cost Control, & Financial Planning

Provided effective decisions and direct the best practices for the Condo's corporation's financial operations. Monthly review financial statements: account receivables, delinquent accounts, and operating budget. Consult with Finance and Board of Directors to establish short and long-range business plans. Provide leadership for budget preparation, and execution. Lead in fiscal decisions to increase net operating income.

Crisis Management and Organizational Restructuring-reduced aged delinquency to 0.07 %

Led the Corporation and Board of directors in identifying and correcting critical financial problems. Restructured, strengthened, and improved collection processes. Implemented disciplined procedures that drastically reduced monthly negative cash-flow to enhance company financial performance.

Construction Bids, Capital/ Structural improvement and Building Maintenance Management

Planned, prioritized, and oversee all construction projects bids and building repairs. Negotiated, supervised, and inspected all Capital, and Building repairs for **14 residential buildings**. Monitored all repairs for compliance with costs, quality and contract specifications.

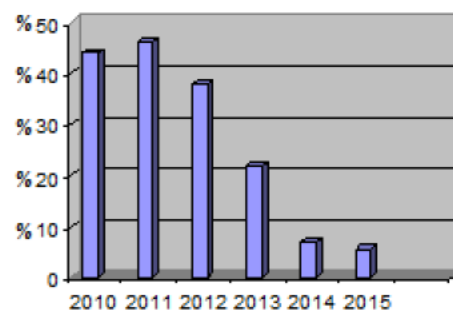
Executive Value

Dramatic Turnarounds & Revenue Growth

REVERSAL OF HIGH PERCENTAGE OF DELINQUENT AND AGING ACCOUNTS:

- Evaluated delinquent accounts and determined appropriate strategies.
- Developed and implemented new debt collection procedures, and correspondence.
- Initiated legal action, tighter collection processes, and negotiated payment plans.

5 Year Plan—By 2015 successfully reduced delinquent accounts from 47% to 0.07 %



Legal Matters, Ethics Complaints & Government Affairs

***Due to the Corporation's financial distressed budget, was responsible for handling all legal issues.**

■ Represented Corporation in legal matters:

Lead the Corporation's in initiating legal actions: Responsible for writing collection letters, violation of Corporation's bylaws and Chief arbitrator with construction contract disputes. » **Re-incorporated the corporation:** Completed **Articles of Incorporation** and filed with **Georgia Secretary of State**. » Completed **16pg. Interrogatories** for civil case against Dekalb County.

■ **12 Yr Legal Dispute and Official Ethics complaint against Dekalb Watershed Management and Dekalb County Government:** Dekalb Watershed Mgmt. installed a faulty water meter 2003, TCCA Association, Inc. spent 16 years 2003- 2019, endured exorbitant erroneous financially crippling monthly water bills until the Corporation's Reserve Account was bankrupted. **For 12 years** spearheaded and wrote all legal grievances and Ethics Complaints with Dekalb County Oversight Government: Dir (s) Dekalb Watershed Mgmt., Dept. of Finance, Treasury Dept., Dekalb CEO (Burrell Ellis, Lee May & Michael Thurmond), Dekalb Community Development, CEO's Intergovernmental affairs, Dekalb Customer Assurance, Karla Drenner, Georgia State Representative, Commissioner Steve Bradshaw, Dekalb Revenue Protection Dept. and (2) Official ethics complaint w/**Public Integrity Unit- Dekalb County District Attorney** and **Dekalb Superior Court**. Filed Official Ethics complaint with Dekalb Board of Ethics, worked with Ethics Investigator (BROWNING SECURITY CONSULTANTS, LLC), and testified at ethics hearings. **\$94,285.16 Settlement Agreement:** w/ the pro-bono assistance of Williams Oinonen, LLC- (Mario Williams former Clarkson Councilmember; 2020 Dekalb County Law Dept. agreed to remove the \$94,285.16 erroneous charges on TCCA's water account.

Major Capital & Infrastructure Improvements

Responsible for vendor bidding, contract negotiations, and oversight for major capital /& infrastructure improvements.

11 Year (2010-2021)—Unprecedented successful completion of major repairs with a financially distressed budget.

- Heavy contract negotiations and inspected finished repairs for **228** Exterior Building/& Roof repairs.
- **Major Underground water leaks:** Oversaw bids, negotiated contracts, and inspected finished repairs for seven **(7)** Major water main breaks ranging from **4** feet to **13** feet underground.
- **2014 Tree Excavation Project:**
Launched a Tree Excavation Project of **51** Trees ranging from **10 Feet –150 Feet tall**—heavy contract negotiations and oversaw the project.

INTERNAL AUDITS 1996-2002

Analyzing and Investigating Budgets from 6 million- 100+ million Budgets

■ Internal Controls

■ Financial Analysis

■ Cost Benefit-Analysis (CBA)

Conducted and completed audits of various companies' internal controls, and reconciled account variances for preparation of External Audits. Some companies included:

- Emory University
- Georgia Institute of Technology
- Fidelity National Bank
- INVESCO -Global Investment Mgmt.
- Tucker Federal Bank
- Shepherd Center-- Catastrophic Care Hospital
- Allied Ready-Mix Corp
- Atlanta Magazine
- Eckerd Pharmacy Corporate
- Zweifel Law Offices -Fiduciary Services
- Aaron Rents Corporate
- AMRESO - Investment Analysis
- Concessions International- Leading food & beverage operator – 8 Airports.
- H.J. Russell & Company-Real Estate Development
- Pearl Paint

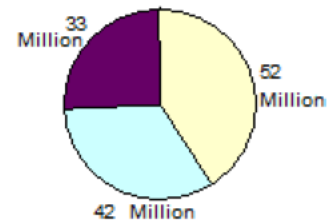
JP Turner & Company (Securities Brokerage) --completed 110 pg. Financial Audit Report of dividends & shareholders shares for Dunn & Bradstreet.

ATLANTA HOUSING AUTHORITY – Department of Finance
Financial/Budget Analyst (1997-1998)

*Oversaw, evaluated, and monitored budget allocations for **11 Atlanta Housing Authority departments**.
Authorized budget amendments, invoices, and corrected budget variances against the chart of accounts.*

- » **Chairperson of Budget Meetings:** Chaired weekly Budget Managers meetings discussed the Authority's Financial Operations with CEO.
- » **Grant Thornton LLP:** Reconciled prior year expenditures to the general ledger for audit reviews by Grant Thornton Auditors.
- » **Grants & Contracts:** Managed financial transactions, adhering to Grant agreements. Participated in Grant and contract revisions with the Office of Finance-Washington D.C. and prepared status reports for the Executive Director.
- » **U.S. Department of Treasury:** With an authorized ID, requested wire transfers from the U.S. Department of Treasury (DC), into the Authority's bank account to pay for invoices funded by grants.

Demolition, Revitalization, and Planning
Federal Grants



Reviewed and approved relocation invoices for the **42 million, 33 million, and 52 million** Demolition and Revitalization Real Estate projects in Atlanta.

AF MEDIATIONS (NON-FOR-PROFIT) Brooklyn, New York
Case Mgmt./Financial Analyst 1992-1995

Resolved complaints violating laws governing NYC renters with City and State government.
Some cases: NYC Building Code Violations, Rent Overcharges, breach of implied warranty of habitability, etc. **Accounting:** Organized, analyzed and maintained financial records.

FIT STATE UNIVERSITY OF NEW YORK, NYC
Admission Counseling (Tenure Teaching Track Position) 1988-1992

Some duties: Advised prospective applicants on academic programs entry options, curriculum & international applicants on TOEFL exam.

MONTEFORIE HOSPITAL & MEDICAL CENTER- BRONX, NEW YORK
Senior Analyst 1981-1987

Analytical	Training	Internal Audits	Risk Management
Compliance	Quality Assurance	Internal Controls	Assessment Planning
The Department of Health Care Finance (DHCF) Operational Efficiency □ Time Management □ Conducted special statistical audits of 14 hospital medical services, assuring compliance with Federal regulations for the "Diagnosis Related Groups" (federally mandated program) to prevent an abatement in Medicare reimbursements. □ Assisted External Efficiency Consultants hired by the hospital's Dept. of Risk Management to assess developing effective methods for achieving maximum productivity.		□ Analysis: Analyzed inpatient discharge Medical Records from 14 Medical Services. Reviewed and read the medical records documentation's: H& P notes, progress notes, surgeons pre-op notes, operative reports, post-op notes, transcribed reports, Nurses notes, and discharge notes to ensure correct compliance with guidelines set by the regulatory and accrediting agencies governing hospitals. Assigned incomplete written documentation to be completed by the responsible medical physician (Attending, Residents, and Interns). Corresponded directly with physician staff regarding non-compliance, which resulted in pay checks withheld or physician suspension. □ Training/& Supervision: Trained all new temporary workers. Developed training sessions-- conducted small group and individual training sessions based on learning needs. Created technical training materials and flow-charts. Supervised and reviewed all temporary clerical employees' work performance.	

SOFTWARE EXPERTISE | EDUCATION/TRAINING | OTHER AFFILIATIONS

SOFTWARE HIGHLIGHTS

- Microsoft Word 2011
- Microsoft Excel 2011 PowerPoint 2011
- Quick Books/ & Zoho Books
- Freshbooks (Time Tracking), Wave Accounting

WEB DEVELOPMENT AND SOLUTIONS • MOBILE FRIENDLY WEBSITES

15+ years, professional web design, development, and editing. Designed, configured, implemented, and built websites, which included home pages, service pages, e-commerce, product set-up, custom images, custom Favicons, contact forms, and uploaded files to hosting accounts (FTP/or http) for various companies: Online stores, Business Services, Art Gallery, Graphic Design, Cleaning Service, Sports, and Entertainment.

- Software:** HTML, CSS, Magento eCommerce, Volusion eCommerce, Paypal Website payments, Wix, WordPress, Weebly, Webstarts, FrontPage, Adobe Dreamweaver, Godaddy, etc.
- Advance :** **Online Retail:** Configure drop shipping (Manufacture to Retailer), custom fabric swatches for product colors, Configure and edit websites to be more mobile friendly on Smartphones & Tablets, such as devices running Android, iPhone, or Windows Phones.
- Mobile Websites:**
- Flash Software & Expertise:** Sothink (Professional CS5 & XFL Flash Decompiler), Convert AVI to Swf files, Interactive business banners and 3D Transitions slide shows.
- Web Banner Design:** Design professional company web banners for online advertising includes headlines, slogans, text, and custom product images. (jpeg, gif, and flash formats).

EDUCATION/PROFESSIONAL TRAINING

AMERICAN CERTIFIED PUBLIC ACCOUNTANTS 24 CPE Hours

- Staff Training □ Working Papers techniques
 - Analytical Procedures □ Compilation & Reviews
- Georgia Society of Public Accountants- Atlanta GA

MANAGEMENT PLANNING

- Outcome Monitoring □ Statistical Analysis
 - Performance Evaluation-□ Management Initiative
- Semi-Annual Conference Washington, DC

BACHELOR OF SCIENCE

BUSINESS MANAGEMENT

FIT, State University of New York

WEINERT GRIEVANCE RESOLUTION, since 1989:

Over 30 years of Intervening, investigating, and resolving potential legal cases: consumer complaints, employment, housing, insurance fraud, etc. Advocate with written correspondence until the matter is settled, *some cases included:*

- **Georgia Office of Insurance & Safety Commission-** Insurance Fraud.
- **Dekalb Division of Child Support** – error in back child support dispute on behalf of the Father.
- **ADT Security** (Corporate Office) – Contract dispute
- **Fair Debt Collection Practices Act (FDCPA)**-Debt Collection harassment-over **10** cases.
- **Baldwin County Tax Office**—Tax Discrepancy
- **Georgia Dept. of Community Health/& Congressman Hank Johnson**—Medicaid Estate Recovery
- **Equifax/& Federal Trade Commission**--Foreclosure with extenuating circumstances.
- **Senior Living Residence**-- Negligent Management- Milledgeville, GA/& Fyffe, AL
- **Harbor Group Management Co-** Negligent Carbon Monoxide Incident- Baltimore, MD
- **Bank of America** (Office of President) --203K Renovation Loan contract Dispute- Charlotte, NC
- **Geico & Allstate**—Accident coverage dispute
- **Comcast**—Contract dispute
- **EEOC Case**—Sexual Discrim/ Atlanta VA
- **EEOC Case**-Sexual Discrim/New York University
- **Councilman Abe Gerges** (Parkslope, Brooklyn NY) Breach of inhabitability and building codes.

Immigration & Naturalization—explained and prepared all required paperwork (apc to register permanent residence, biographic info, Affidavit of support under 213A of the Act, Medical, ADIT-Type etc.) necessary to complete an application for lawful permanent residency through the U.S. Dept. of INS (USCIS). **Clients from Countries:** Chile □ Jamaica □ Panama

Date: 1/6/2025

CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION

STATEMENT OF INTEREST FOR RE-APPOINTMENT TO P&Z BOARD:

Board Member Name: Felicia Weinert

I have been a P&Z Board Member for **8 years** and the experience enhanced my already leadership background with Community planning, infrastructure improvements, Construction repair management, Legal affairs, and years of intense government interaction.

Throughout the Eight (8) years as P&Z board member I have made recommendations initially on myriad Sign Permits, thereafter rezoning applications, variances, conditional use permits, annexation conversion zoning request, text amendments to the Clarkston and Zoning Ordinances. I have provided recommendations on major residential development projects in the City of Clarkston: Peachtree Creek at Pounce Apartments, MicroLife Institute Cottage Homes on Vaughan Street, Glendale Rows Townhomes, and Starnes Senior Residences. Additionally, I have been the Vice Chair for three (3) years.

Over the past years, I enjoyed collaborating with other P& Z Board members and P&Z Directors. As well as becoming acquainted with past and present City of Clarkston Council members and Mayor Beverly Burkes.

I would like to be re-appointed as a P&Z Board member to continue providing positive and objective recommendations for the City of Clarkston future vision and development.

Felicia Weinert

Is hereby presented a

Certificate of Achievement

In recognition of satisfactorily completing

The Community Planning Institute

Sponsored by the Georgia Planning Association and the
Department of Community Affairs



April 2021



Daniel Studdard

Georgia Planning Association

Ernest Simpson

Georgia Department of Community Affairs

CITY OF CLARKSTON

ITEM NO: 7E

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

MEETING DATE: March 4, 2025

ACTION TYPE:
Approval

SUBJECT: To approve a resolution pledging to practice and promote civility in the City of Clarkston.

DEPARTMENT: Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Tammi Saddler
Jones, Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss adopting a resolution pledging to practice and promote civility in the City of Clarkston.

NEED/ IMPACT: The City of Civility designation for City of Clarkston is up for renewal and will expire in the coming months. The Georgia Municipal Association (GMA) would like to continue recognizing the City's commitment to fostering civility within the community.

The renewal process is identical to the original certification process which is the adoption of the resolution by the city council confirming its commitment to civility and then submission of the resolution to GMA.

RECOMMENDATION:

N/A

**A RESOLUTION
PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF CLARKSTON**

WHEREAS, the Clarkston City Council of the City of Clarkston, the governing body of the City of Clarkston, Georgia (the “Municipality”), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the Clarkston City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of Clarkston City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

WHEREAS, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The City of Clarkston pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The elected officials of the City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Clarkston.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the City Council's commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The City of Clarkston expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

ADOPTED this ____ day of _____, 20__.

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

City Clerk



CITY OF CLARKSTON

ITEM NO: 7F

CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: March 4, 2025

SUBJECT: To approve a resolution authorizing a contract for the Milam Park's Pool Management Contract for 2025 Swim Season

DEPARTMENT: Parks & Recreation Department

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO: Michael N. Duncan,
Parks & Recreation Director
PHONE NUMBER: 404-725-8466

PURPOSE: To discuss approving a new pool management contract from Aquatics Management, INC. for \$78,740.00 from April 1, 2025 – December 31, 2025.

NEED/ IMPACT: THIS AGREEMENT, between Aquatic Management Inc. (the "Company") and City of Clarkston - Milan Park Pool (the "Owner"), is to provide opening and closing services, swimming pool chemical supply, pool cleaning services, and lifeguard management services by the Company to the Owner's aquatic facility located in Clarkston, GA in accordance with the specification, conditions, and terms set forth herein.

This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season May 30, 2025, through September 1, 2025.

RECOMMENDATION: To approve the contract for Aquatics Management, Incorporated for \$78,740 for 2025 swim season.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDDING THE MILAM PARK POOL MANAGEMENT CONTRACT TO AQUATIC MANAGEMENT, INC. FOR THE 2025 SWIM SEASON.

* * * * *

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

Section 1. That the City Council awards Aquatic Management, Inc. the pool management contract for the 2025 Swim Season to provide opening and closing services, swimming pool chemical supply, pool cleaning services, and lifeguard management services at Milam Park Pool in the amount of \$78,740 to be funded out of the General Fund from April 1, 2025 to December 31, 2025. A copy of said services agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell , City Clerk

EXHIBIT A

AQUATIC CLEANING AGREEMENT

THIS AGREEMENT, between Aquatic Management Inc. (the “Company”) and the City of Clarkston (the “Owner”), is to provide pool cleaning services by the Company of the Owner’s aquatic facility, Milam Park Pook, located in DeKalb County, GA, in accordance with the specification, conditions, and terms set forth herein. This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim year(s) starting on May 24, 2025 through September 1, 2025. Company guarantees this price for 30 days.

RESPONSIBILITIES: Company shall be responsible for the following duties and daily on-site cleaning for the purpose of maintaining the Owner’s aquatic facility to industry standards.

Check water chemistry and record readings.

Check & adjust water level in pool(s)

Clean gutters, skimmers and drains according to companies cleaning schedule.

Vacuuming pool according to companies cleaning schedule.

Clean scum-line around pool edge according to companies cleaning schedule.

Skim surface of pool(s)

Brush wall & side of pool(s)

Blow off deck according to companies cleaning schedule.

Straighten deck furniture.

Assist with picking up trash at facility.

Empty trash receptacles

Backwash and clean filter system

Clean & empty hair & lint traps according to companies cleaning schedule.

Perform requisite repair work as authorized and needed by Owner.

Report services and duties on Customer web portal for Owner’s inspection.

WEEKLY SERVICE: Company personnel shall service the pool no less than two (2) times per week under normal operation of the pool. Additional visits may be scheduled for an additional cost.

PAYMENTS: Monthly cost for work: \$ 2,380.00 (May through September 1, 2025) for a total of \$9,520.00 added to the Aquatic Management Agreement payment schedule.

Payments are due on the 1st of every month. Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received fifteen (15) days from the due date, the Company shall have the right, and at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove unpaid amounts for parts, equipment, and/or supplies from Owner’s facilities without any further or additional notice to Owner. Notwithstanding the foregoing, Company shall not remove any parts, equipment, and/or supplies from Owner’s facilities that are not owned by Company. In the event of termination by Company, Owner shall pay Company for services or supplies rendered through the date of termination, and Owner shall have no further liability to Company.

The Owner may cancel this agreement at any time for any reason by giving at least thirty (30) days notice in writing to the Company. If the agreement is cancelled by the Owner as provided herein, the Company will be paid in full for the work completed as of the date of the termination, and Owner shall have no further liability to Company.

ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

AQUATIC MANAGEMENT INC. GA

City of Clarkston

By: AMI LLC

Name: _____

By: Contract Department

Date: 2/19/2025

By: _____

Beverly H. Burks, Mayor

Date: _____,

Approved as to form:

Laura Moore

Laura L. Moore
Wilson, Morton & Downs, LLC

**AQUATIC
MANAGEMENT**

Chemical Supply Agreement

THIS AGREEMENT, between AQUATIC MANAGEMENT INC. GA (the "Company") and the City of Clarkston (the "Owner"), is to provide swimming pool chemical supply by the Company to the Owner's aquatic facility, Milam Park Pool, located in DeKalb County, GA in accordance with the specification, conditions, and terms set forth herein. This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) May 24, 2025 through September 1, 2025.

SERVICE: Company agrees to sell to Owner and Owner agrees to buy from Company the following swimming pool chemicals for a safe and clean pool;

Water Sanitizer (Chlorine/Salt)

PH adjuster

Total Alkalinity

Calcium Hardness

Cyanuric Acid

DELIVERY: Company shall deliver all chemical supplies to Owners facility and store them in proper containers located at Owners dedicated site.

MANAGEMENT OF CHEMICALS: Company shall manage the injection of chemicals into Owners swimming pool(s) using dedicated chemical feed pumps at Owners facility and provided by the Owner. Based on local health department regulations and insurance guidelines, a trained operator shall handle the weekly management of said chemicals due to the corrosive and hazardous nature of chemicals operating in a closed pressurized filtration system. In the event Company must provide operators, Owner agrees to pay reasonable visitation fees to comply with regulations.

CHEMICAL FEED SYSTEMS: According to local and state regulations, Owner agrees to supply, at no cost to Company, properly sized chemical feed pumps for injecting chlorine/salt as well as a PH adjustment into Owner's pool(s).

OTHER SUPPLY SOURCES: If Company is unable to supply any of Owner's requirements for chemical supplies, Owner may purchase such chemical supplies from other qualified vendors and have the same delivered into any storage equipment during such period of Company's inability.

TERMINATION: Either party may terminate this agreement with respect to each party by providing no less than 30 days prior written notice to the other party.

PRICING: Company shall use its national buying resources to buy chemical supplies for the use of Owner swimming facility. All pricing shall be fixed through the term of this Agreement. Owner agrees to pay Company the "cost of chemical supplies" plus a 10% processing fee.

PRICING GUARANTEE: Company guarantees Owner's pricing for the swim season to be **\$6,500.00 (added to the Aquatic Management Agreement payment schedule)** for all chemical supplies needed for a safe and clean pool. If chemical supplies are more than the guaranteed price quoted above Owner shall not be responsible for any additional chemical supply fees. Note: *Owner agrees and acknowledges that there are many different factors that control the use of chemicals; (sunlight/UV rays, bathing load, bather waste, excessive backwashing, structural or hydraulic leaks in pool, etc.)

PAYMENTS: Payments, including, but not limited to, payments for supplies, equipment, or labor, not made on or before ten (10) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received fifteen (15) days from the due date, the Company shall have the right, and at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove unpaid amounts for equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Notwithstanding the foregoing, Company shall not remove any part, equipment, and/or supplies from Owner's facilities that are not owned by Company. In the event of termination by Company, Owner shall pay Company for Services or supplies rendered through the date of termination, and Owner shall have no further liability to Company.

In addition, Owner is authorized to terminate this Agreement with or without cause by providing Company with thirty (30) days prior written notice of its intention to exercise its right of termination. In the event of termination by Owner with or without cause, Owner shall pay Company for services rendered through the date of termination, and Owner shall have no further liability to Company.

ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

AQUATIC MANAGEMENT INC. GA

City of Clarkston

By: AMI LLC

Name: _____

By: Contract Department

Date: 2/19/2025

By: _____

Beverly H. Burks, Mayor

Date: _____

Approved as to form:



Laura L. Moore

Wilson, Morton & Downs, LLC

Aquatic Facility Opening & Closing Agreement

THIS AGREEMENT, between Aquatic Management Inc. (the "Company") and the City of Clarkston (the "Owner"), is to provide opening and closing services by the Company of the Owner's aquatic facility, Milam Park Pool, located in DeKalb County, GA, in accordance with the specification, conditions, and terms set forth herein. This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) May 24, 2025 through September 1, 2025. Company guarantees this price for 30 days.

OPENING: Company shall make pool "ready to swim" by completing the following services, where applicable:

- Clean pool
- Clean scum line
- Vacuum pool bottom
- Brush pool walls
- Skim pool surface
- Clean and prepare all gutters, skimmers and drains
- Clean deck area; pressure wash available for an additional charge
- Set up removable pool equipment
- Clean bathhouse
- Fold pool cover(s)
- Circulate water through filtration system
- Inject all necessary chemicals to establish proper levels for:

- Free Chlorine

- Total Alkalinity

- pH

- Cyanuric acid

- Calcium hardness

Set out and clean deck furniture. (Due to aging some stains may not be removable)

Perform requisite repair work as authorized and needed by Owner.

Owner represents and assures that the pool(s) at the Owners aquatic facility will be free and clean of algae on the commencement of opening services. Owner agrees to pay reasonable fees determined by Company and the Owner for the cleanup and chemical treatment of the pool(s).

TRANSITION PERIOD: Should time elapse between the end of a current service and the start date of a successor agreement: the Owner agrees that an unattended aquatic facility is subject to the development of algae, chemical imbalances, accumulation of debris and leaves. The conditions that may adversely affect the filtration system and those that may contribute to the possibility of freeze damage and other conditions not specified or limited to those above will be reviewed and the conditions evidenced will be reported to the Owner for action as the Owner deems in its best interest. Should the facility require cleaning or repairs to prepare for the inspection and opening per this agreement or a successor agreement, the Owner agrees to pay the Company to remedy this condition or on a basis mutually agreeable to the parties.

CLOSING: After the pool facilities last day of operations the Company shall close the pool facility as soon as Company deems possible. The Company shall complete the following services to close the facility:

- Pump pool water to correct level.

Install Owner's cover(s). (If applicable)
Drain pumps and hair/lint strainer.
Backwash and drain filter tanks.
Open all valves to appropriate settings.
Store Owner's deck furniture onsite.
Remove and store skimmer parts.
Cover all skimmers with plastic to prevent winter rain from refilling drained skimmers.
Remove and store all moveable pool equipment.
Store chemical injection system.
Drain and store water hoses.
Add winterization chemicals to pool to retard algae growth.
Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques, but assumes no responsibility for freeze damage, Company shall inject anti-freeze in skimmers and related fixtures.
Perform requisite repair work as authorized and needed by Owner.

Total Cost for Work: \$4,570.00

Payments: Included in Aquatic Management Agreement payment schedule

Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, not made on or before ten (10) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received fifteen (15) days from the due date, the Company shall have the right, and at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove unpaid amounts for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Notwithstanding the foregoing, Company shall not remove any parts, equipment, and/or supplies from Owner's facilities that are not owned by Company. In the event of termination by Company, Owner shall pay Company for services rendered through the date of termination, and Owner shall have no further liability to Company.

In addition, Owner is authorized to terminate this Agreement with or without cause by providing Company with thirty (30) days prior written notice of its intention to exercise its right of termination. In the event of termination by Owner with or without cause, Owner shall pay Company for services rendered through the date of termination, and Owner shall have no further liability to Company.

ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

AQUATIC MANAGEMENT INC. GA

City of Clarkston

By: AMI LLC

Name: _____

By: Contract Department

Date: 2/19/2025

By: _____

Beverly H. Burks, Mayor

Date: _____

Approved as to form:



Laura L. Moore
Wilson, Morton & Downs, LLC

Aquatics Supervisor (AS) Agreement

This is an Agreement between Aquatic Management Inc. GA (the "Company") and the City of Clarkston (the "Owner"), is to provide a part-time onsite Aquatic Supervisor ("AS") personnel for the Owner's aquatic facility, Milam Park Pool, during the swim year for the 2025 swim season, in accordance with the specifications, conditions, and terms set forth herein. This Agreement goes into effect on date of signing and shall terminate on September 15th, 2025. Owner may elect to renew and extend the AS Agreement as provided herein, by providing Company with written notice by certified mail delivered to 5485 Bethelview Road, Suite 360-305 Cumming, GA 30040) prior to September 1, 2025. In the event Owner elects to renew the AS Agreement, such renewal shall be subject to the same terms and conditions set forth herein, and shall be subject to any price increase that is negotiated and agreed to by the Parties, provided that such increase shall not exceed five (5%) percent over the prior year's cost.

Company shall provide a full-time onsite Professional Aquatic Supervisor by;

- Advertise & Recruit
- Interview & Pre-Screen
- Hire & On-board
- Train & Certify
- Certificates in CPO, LMC, LGI, CPR/AED, BPT and First Aid
- Coordinate Introductory meeting with Owner for approval of AS.

Owner agrees and understands that an aquatic facility faces more challenges without the use of an AS on site to manage operations and any challenges that arise during a swim year.

1) AS OPERATIONAL DATES

DATES OF OPERATION:

May 24, 2025 through September 1, 2025

2) AS DUTIES:

Aquatic Supervisor will be available during the Owner's swim year and provide services;

1. Leadership with aquatic staff
2. Ability to certify lifeguard staff
3. Audit lifeguard staff monthly
4. Manage customer service questions
5. Enforce Active Lifeguarding skills
6. Enforce Minimum Water Safety Standards
7. Implementation of swim tests and water safety programs
8. Experience to manage personnel issues
9. Personalized enforcement of your facility workflow
10. Oversight of check-in procedures from patrons, members and guests
11. Weekly meetings with Owners designated representatives
12. Oversight of all aquatic programs at Owners facility
13. Oversight of filtration system and mechanical equipment
14. Manage revenue building program and costs of the management of the aquatic facility.

3) AS PERSONNEL:

The Company's Aquatic Supervisor (AS) who works with the Owner's aquatic facility in fulfilling the terms of this Agreement shall be employees of the Company and be directed solely by the Company. The relationship between Company (and Company personnel) and Owner is that of independent contractor, and nothing in this Agreement is indented to, or should be construed to, create a partnership, agency, joint venture or employment relationship.

1. Whereas, Company will invest substantial resources to advertise, recruit, hire, train and convey information concerning operational techniques and management procedures to its AS at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's operations and business. Owner agrees not to hire or contract (without the prior written consent of Company) the AS or former AS of the Company directly or indirectly to work at or, service, the facility named herein for a period of one (1) year from the date of expiration or cancellation of this Agreement. Owner further agrees not to contract for aquatic management, maintenance or services as described herein with any other company or individual who makes use of former Company's AS to work at or, service, the facility named herein for a period of one (1) year from the date of expiration or cancellation of this Agreement. If Owner works with Company's staff directly or indirectly, Owner agrees to pay Company 30% of the total Agreement price as a placement fee.
2. The Company shall maintain at its expense the AS to perform Company's responsibilities herein. Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating motivating and disciplining the AS, and establishing the terms and conditions of their work environment. Such personnel shall be under the Company's exclusive direction and control.
3. The Company shall train AS personnel. AS not performing up to the standards of the Company or Owner will be replaced by the Company within a reasonable timeframe agreed upon by both parties. Owner agrees to provide Company a written request to replace AS by Owner or designated representative for Company to execute their request.
4. AS shall continue to train staff at Owner's aquatic facility on water safety procedures, daily operations and policies.
5. AS shall have weekly meetings with Owner's aquatic staff.
6. Company's management staff shall supervise AS.
7. Owner agrees to communicate any comments, suggestions, or complaints concerning the performance of the AS directly to the Company's corporate office.

4) AS PROPOSAL EXPIRATION OPTION: This contract is void at the Company's option if not executed by the Owner and returned to the **Company 30 days after 2/19/2025.**

5) AS CANCELLATION: The Owner shall have the right to cancel this Agreement with or without cause. Termination for Owner's convenience (i.e., without cause) shall be effectuated by providing written notice to Company thirty (30) days prior to the effective date of termination, In such case, Company will be paid in full for work completed as of the date of termination, and Owner shall have no further liability to Company. Termination based on Company's non-performance of duties and responsibilities as follows:

1. Owner shall notify corporate office (5485 BETHELVIEW RD SUITE 360-305 CUMMING, GA 30040) by certified mail and by phone of any problem regarding performance as detailed in the Agreement. Company shall have five (5) business days following receipt of certified notification to remedy stated violation of Agreement. (the "Remedy Period")
2. If Company fails to remedy the violation and within the "Remedy Period" as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")
3. In the event that the Owner terminates agreement by procedure stated above, the Owner shall be entitled to a refund for monies paid in advance. Refund to Owner shall be calculated as follows: Divide the monthly contract price by the total number of days of the month (the first day of the month to the last day of the month) This daily cost shall be multiplied by the number of days facility was operated under this Agreement. That amount shall be subtracted from the amount of the monthly contract price paid to the Company by Owner as of the termination date. Company shall refund amount paid to the Company by Owner as of the termination date.
4. Refund shall be paid within fourteen (14) business days after termination.

6) AS PAYMENTS: The Company hereby proposes to perform the work and services set forth above for the swim year upon specification, conditions and terms as set forth herein in accordance with section **AS PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **AS PAYMENTS**.

Contract Payments are due as indicated below. Any payment not made within five (5) days of the dates listed below shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within fifteen (15) days of the dates listed above, the Company shall have the right, at its option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel from Owner's facilities without any further or additional notice to Owner.

Payment schedule as follows:

Total Cost: \$11,400.00

(Added to the Aquatic Management Agreement payment schedule)

7) AS ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions hereto. Owner acknowledges that it owns and/or operates the aquatic facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the aquatic facility. Any actual changes must be listed in a separate Addendum.

AQUATIC MANAGEMENT INC. GA

City of Clarkston

By: AMI LLC

Name: _____

By: Contract Department

Date: 2/19/2025

By: _____

Beverly H. Burks, Mayor

Date: _____,

Approved as to form:



Laura L. Moore

Wilson, Morton & Downs, LLC

Aquatic Management Agreement

THIS AGREEMENT, between Aquatic Management Inc (the "Company") and the City of Clarkston (the "Owner"), is to provide management services by the Company of the Owner's aquatic facility, Milam Park Pool, located in DeKalb County, GA, in accordance with the specification, conditions, and terms set forth herein.

OPERATIONAL TIMES

DATES OF OPERATION:

May 24, 2025 through September 1, 2025 "the 2025 Swim Season"

Aquatic Facility will be open weekends only while local, public schools are in session.

HOURS OF OPERATION:

Monday – Closed	Thursday – 11:00am-7:00pm	Sunday – 11:00am-6:00pm
Tuesday – 11:00am-7:00pm	Friday – 11:00am-6:00pm	Holidays –11:00am-6:00pm
Wednesday – 11:00am-7:00pm	Saturday – 11:00am-6:00pm	

2. SCOPE OF SERVICES:

Advertise & Recruit	Hire & On-boarding	Promote Programs & Events
Support Water Safety	Interview & Pre-Screen	Training
Manage Daily Operations	Repair & Service	
Provide Staff	Risk Management	

3. **PAYMENTS:** The Company hereby proposes to perform the work and services set forth above for the price of **\$46,750.00** for the 2025 Swim Season, and in accordance with the specifications, conditions and terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

PAYMENT SCHEDULE

DUE

	Total Contract Price	April 1/Renew	1-May	1-Jun	1-Jul	1-Aug
1 Year	\$78,740.00	\$15,748.00	\$15,748.00	\$15,748.00	\$15,748.00	\$15,748.00

Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule

****Contract Price listed is reflective of Silver Package pricing.**

Add Alternate: _____ (initial to accept)

On Call Team Member \$1,560.00 (Payments – 10% Signing, Equal payments May 1 through August 1)

4. **PROPOSAL EXPIRATION OPTION:** This contract is void at the Company's option if not executed by the Owner and returned to the Company 30 days after February 19, 2025.

5. **ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto. Owner may cancel the Agreement with or without cause as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the proceeding body Agreement. Any actual changes must be listed in a separate Addendum.

AQUATIC MANAGEMENT INC. GA

By: AMI LLC

Name: _____

By: Contract Department

Date: 2/19/2025

City of Clarkston

By: _____

Beverly H. Burks, Mayor

Date: _____

Approved as to form:



Laura L. Moore

Wilson, Morton & Downs, LLC

EFFECTIVE DATE: This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) May 24, 2025 through September 1, 2025, and shall terminate on September 15, 2025 (the "Initial Term"). Owner may elect to renew this Agreement from year to year on the same terms and conditions set forth herein, except that sixty (60) days prior to the end of the Initial Term, Company may request an adjustment to its total compensation for any renewal term. Any Adjustment to the contract price for the proposed renewal term is subject to approval by the Owner at its sole discretion. Company shall provide information justifying the reasons for any increase and the same shall not exceed ten (10%) percent over the prior year's cost.

TELEPHONE: The Owner agrees to be responsible for and to provide an operational touch-tone telephone thirty (30) days prior to opening and accessible to personnel at the pool site. Consistent with health department regulations and for safety reasons facility shall only be open when the land line telephone is operational. The telephone must be capable of receiving incoming calls and be a dedicated land line for communication and management purposes. The telephone cannot be cellular or portable because the facility location and address will not register with Emergency Services.

FIRST AID KIT: Owner agrees to be responsible for supplying and maintaining a completely stocked first aid kit, consistent with local health department regulations. Owner agrees to pay for first aid kit or supplies as needed.

MINIMUM SAFETY STANDARDS: Owner agrees and acknowledges that it is Owner's responsibility and duty to operate Owner's facility within the established building codes and the local health department regulations and "minimum safety standards". The National Swimming Pool Foundation (NSPF), the National Electric Code (NFPA), the CDC's Recreational Water Illness Prevention, and any and all local health and building codes shall be used as minimum standards for safety herein. The NSPF may be obtained from nspf.org or Granby Circle Colorado Springs, CO 80919; the National Electric Code is available from the nfpa.org or Batterymarch Park, Quincy, MA 02169; the CDC information is from cdc.gov or Clifton Rd, Atlanta, GA 30333; and your local health codes are available from the county environmental health department.

Owner agrees to complete all needed repairs inside facility's enclosure. The Company shall assist the Owner at Owner's facility as to compliance with minimum safety standards including but not limited to:

1. Tile depth markings at water line and safety warnings on pool deck.
2. Safety equipment: ring buoy(s), rescue tube(s), Coast Guard approved Life Jackets, shepherd hook(s), first aid kit, safety rope with buoys.
3. Provide Company a safe working environment.
4. GFI circuit breakers for underwater pool lights, good working pool equipment and a safe working environment.

Payment for work and equipment to bring Owner's facility within minimum standards on the above items shall be the responsibility of the Owner in accordance with section **PAYMENT DISCLOSURE**.

MINIMUM WATER SAFETY STANDARDS: The Company shall maintain adequate staffing levels as provided for in section **OPERATIONALTIMES** to meet the "10/20 Rule" and/or the "5-minute Scanning Strategy". The Company defines minimum water safety standards as "the reasonable supervision and protection afforded to swimmers in all aquatic facilities" located on the premises of an aquatic facility including recreational pools, lap pools, diving wells, lazy rivers, children's pools, waterslides and other aquatic attractions. Company shall retain personnel and staff that will meet the lifeguard certification standards set forth by the American Red Cross and the local or State Department of Public Health.

The Owner agrees, unless otherwise agreed upon, to provide all aquatic safety rescue equipment necessary to provide quality care for swimmers who patronize the swimming facility including, but not limited to, for each facility, rescue tubes, lifeguard stand/stations, spinal extrication board with head/neck stabilizing supports, supplemental oxygen, Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks

(BVM's) (for adult/child/Infant), first aid kit, bloodborne kit, ring buoy/rope, shepherd's hook, fanny packs, surgical gloves and one V- vacuum suction device.

Company shall provide one unannounced safety audit per quarter per facility and report the findings of the audit upon completion. The audit shall include unedited video and a written evaluation.

Company further agrees to designate a representative to attend Owner's "monthly" meetings to report on aquatic facility's operations. Owner agrees to provide Company a 30-day notice of Owner's scheduled "monthly" meetings.

Company shall develop and establish an Emergency Action Plan (EAP) to maintain overall safety for Owner's facility, which must be approved in writing by Owner. Copies of the EAP will be made available prior to the opening of the facility.

The Owner agrees, unless otherwise agreed upon, to provide an ample amount of Coast Guard Approved Life Jackets (CGLJ) for all swimmers at Owner's facility that is less than 48" (inches). This water safety equipment is necessary to provide quality care for swimmers who patronize the facility to ensure their water safety. Company agrees to provide proper signage and measuring instrument to standardize swimmers who are less than 48" (inches) to provide the CGLJ. Company shall provide and administer a water safety "swim test" (swim 1 length of pool and tread water for 60 seconds) for swimmers that are 48" (inches) or less to test their "basic" water safety swimming skills.

Owner's aquatic swimming facility shall be separated into "safety zone(s)". Company shall assist Owner to determine water surface square footage. Company shall recommend an adequate number of safety zones to provide the highest level of supervision and water safety based on local and state regulations, industry standards, the 10/20 rule and the 5-minute scanning strategy. Company recommends that supervision by certified personnel be required for any use of the pool. Company agrees to write schedule per the conditions of this agreement except where the schedule is changed due to inclement weather, low bathing load, repairs, fecal matter contamination or the Owner's request for modification of personnel's shifts. Company shall schedule personnel to operate the facility in accordance with section **OPERATIONALTIMES**.

Note: If Owner elects to change the schedule in accordance with section **OPERATIONALTIMES** any time during this agreement, the Owner agrees to provide 7 day written notice to allow company time to accommodate schedule change.

Under normal conditions four (4) personnel shall be at pool site. Company may determine personnel requirements based on bathing load, pool size, established safety zone(s), 10/20 Rule and/or the 5 Minute Scanning Strategy. Company shall notify Owner of any necessary staffing increases to accommodate a higher level of security and/or a higher level for customer service. Increased staffing levels could be provided for; heavy usage, private parties or events, holidays and/or any other activity that arises that is not a "normal condition" of facility.

Once every hour, for a period of ten minutes, the pool shall be cleared of all children 17 years and younger. (Safety Break) During this period, personnel shall not be on duty and neither the personnel nor the Company shall be responsible for people using the pool during said safety break.

CHILDREN'S POOL: If children's pool is unsupervised by company personnel, the supervision and safeguarding of users of the children's pool shall be the responsibility of the parent or guardian of the children using the children's pool. Company shall not be responsible, if pool is unsupervised by company personnel, for any injury or loss resulting from use of the children's pool.

PERSONNEL: Company personnel who work with the Owner's facility in fulfilling the terms of this Agreement shall be employees of the company and be directed solely by the Company. The relationship between Company (and Company personnel) and Owner is that of independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship.

1. The Company shall maintain at its expense personnel to perform Company's responsibilities hereunder. Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating motivating and disciplining such personnel for

establishing the terms and conditions of their work environment. Such personnel shall be under the Company's exclusive direction and control.

2. The Company shall train personnel. Personnel not performing up to the standards of the Owner will be replaced by the Company within 5 days of receipt of written request by Owner or designated representative.
3. Personnel shall have the authority to discipline patrons at the Owners facility within their best judgment and sole discretion consistent with the published and posted rules of the Owner, and minimum safety standards as established herein.
4. Personnel are not required to tolerate abusive language or physical confrontations by facilities members or guests. If either occurs, the facility Owner or guest will be required to leave the active area and/or premises at the request of personnel. Should guest not comply, the local authorities shall be called. Company has authority to call the appropriate law enforcement authority for assistance and/or arrest if the Company feels necessary. Company feels this action is in the best interest of other facility members or guest and/or company personnel.
5. The Owner remains solely responsible for decisions to readmit anyone temporarily banned from Owners facility. Decisions to temporarily ban or readmit violators shall be immediately conveyed in writing between the parties to this Agreement.
6. Anyone not abiding by the rules or blatantly disregarding them shall be warned and may be asked to leave the pool and/or facility. Should any individual pose an ongoing problem, that matter will be brought to the attention of Company's office and Owner's contact person.
7. Facility will not be staffed any day that public school are in session unless specifically noted in Dates of Operations on page one of this agreement.
8. Company's management staff shall train personnel on operation of Owner's facility.
9. Company's staff shall supervise personnel.
10. Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its personnel at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of the Company directly or indirectly to work at or, service, the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. Owner further agrees not to contract for aquatic management, maintenance or services as described herein with any other company or individual who makes use of former Company's personnel to work at or, service, the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. If Owner works with Company's staff directly or indirectly, Owner agrees to pay Company 30% of the total Agreement price as a placement fee.

PERSONNEL RESPONSIBILITIES: Personnel shall be required to be responsible for the following duties:

1. Supervise main pool.
2. Record bathing load at facility.
3. Support water safety.
4. Enforcing Owner and Company's rules for the safety and convenience of Owner's patrons.
5. Assisting Owner in monitoring usage of facility.
6. Assist with picking up trash at facility.
7. Lock and secure facility upon closing.
8. Owner agrees to report and document any action that may jeopardize the spirit and content of this agreement to company's corporate office.

RAIN DAY: In the event of severe weather, Company shall temporarily close the facility whenever threatening weather approaches for the overall safety of swimmers and patrons. This shall not require any change or adjustment in any provision to this agreement. Lightning, thunder and high winds shall constitute severe weather and are a danger to swimmers. At the first occurrence of thunder or lightning, pool shall be closed to swimmers for 30 minutes. Should thunder or lightning persist, pool shall remain closed until 30 minutes after the last occurrence of thunder or lightning. Deck area shall also be closed for 30 minutes after each occurrence of lightning.

UNUSUAL CONDITIONS: Emergency Closing of facility: The Owner and/or the Company may close the facility in an emergency situation, whether the emergency is caused by a breakdown of equipment, any act of God, repairs, or by any other causes outside the control of Company. This shall not require any change or adjustment in any provisions of this agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operation Company shall refund fifty percent (50%) of the daily operational cost to Owner until such time as the facility is reopened for normal operation.

The facility shall be closed to swimming in cases where Fecal Matter is present. To comply with national, state and local codes and recommendations, the Company shall close Owners facility in the event that fecal matter, vomit, or blood should contaminate the pool.

Although glass is not permitted in the facility area during operation, glass can enter the facility area due to vandalism, after hour parties or storms that blow glass top tables into facility. Generally, colored glass entering the pool can be identified and removed. Clear glass is not easily seen, and it is a requirement of the local and state health department that the pool be drained, surface scrubbed and cleaned, refilled and water rebalanced.

SUPPLIES: Company shall provide chemicals and pool supplies at an additional cost to Owner. Company shall purchase supplies on an as needed basis. Owner shall pay for all supplies purchased by Company. Owner agrees to supply, at its expense bathhouse supplies and retain a cleaning service for the bathhouse. The Company agrees to perform light cleaning of Owners bathhouse. Owner agrees to be responsible for providing, with no cost to Company, to include but not limited to the following items/equipment; water hoses, algae brushes, chemicals and chemical systems, pool vacuum, leaf net, pool poles, water test kit/reagents, vacuum hoses, trash receptacles, gas and blower, flow meters, pressure gauges, mops, toilet brush, brooms, buckets, algaecides, clarifiers, automatic pool fill with auto shut off, operation manual, and trash can liners.

REPAIR WORK: The Company shall stand ready to perform any repair work needed during the term of this agreement. It is understood that repair work is an independent covenant of this contract and notwithstanding any alleged breach of any other covenant. The Owner remains solely responsible for all labor and parts to repair its pumps, filters, chemical injection systems and any other physical items not specifically mentioned. Owner shall have the option of using other contractors for repair work. Work performed by Company shall be invoiced as follows:

1. Any work or equipment to be provided by Company or Company's Sub Contractors shall be undertaken only upon authorization by the designated representative of Owner. Upon authorization, Company shall perform work and invoice Owner. Owner agrees to pay repair bills and invoices in accordance with section **PAYMENT DISCLOSURE**.
2. The Company shall arrange for repair of plumbing or electrical equipment/services at the Owner's request. Owner agrees to pay invoice in accordance with section **PAYMENT DISCLOSURE**.
3. The Company shall assist the Owner with regards to any necessary major repairs.

ADDITIONAL PERSONNEL: The Company agrees to schedule personnel for extra hours of operation at the written request of the Owner and subject to the following:

1. At the option of the Owner, the Company shall schedule personnel for additional hours of operation not covered in section **OPERATIONAL TIMES**. Owner agrees to be responsible for giving the Company no less than seven (7) days of prior written notice. The cost for additional hours not covered by this agreement in section **OPERATIONAL TIMES** is \$29.50 per hour per person. Additional hours are subject to the availability of personnel.
2. The Company shall not schedule any personnel beyond the hour of 11:00 p.m.
3. Personnel scheduled by the Company, other than those specified in this contract, shall be at the rate of \$29.50 per hour. Amount shall be payable to the Company with the seven (7) day prior written notice. This cost is in addition to the fees as provided hereinafter.

INSURANCE/LIABILITY: The Company shall maintain the following coverage:

- 1) Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this agreement.
- 2) General liability insurance in the amount of \$1,000,000.00
- 3) Professional liability insurance and punitive damages in the amount of \$1,000,000.00

Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additionally insured on policy for a fee of \$350 payable in accordance with section **PAYMENT DISCLOSURE**. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damage or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan" or "First Responders". The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

The Company shall not be liable for claims arising from defects in the Owner's premises, equipment, amenities, furniture, or recreation equipment. Owner asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. Company may notify Owner of any conditions that may pose a hazard but is not required to do so. It is the sole responsibility of the Owner to repair, remove or replace any defective items that are the property of the Owner.

Owner agrees to provide Company with proof of insurance in the form of Certificates of insurance verifying the above-mentioned insurance coverage.

MISCELLANEOUS:

1. Owner agrees to communicate any comments, suggestions, or complaints concerning the facility, facility staff, or management service directly to the Company's corporate office.
2. When Company's personnel are not scheduled to work at Owners facility the Company shall assume no responsibility or liability at the facility before or after specified hours of operation.
3. To comply with national, state and local codes and recommendations, the Company shall close Owners pool in the event that fecal matter, vomit, or blood should contaminate the pool.
4. If there is a change in local, state or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present additional charges to Owner for Owners approval.
5. Company shall recruit personnel utilizing local advertising in schools, newspapers, social media and recruiting job boards. In the event that standard industry methods do not produce required minimums for staffing, owner agrees that company shall provide additional incentive pay or discounted certifications and uniform costs to allow a broader opportunity for personnel. In the event that company must utilize these methods to insure performance under the Agreement, Owner shall provide a per diem reimbursement to company for management of any staffing shortage of an amount not to exceed \$150 per day.
6. Company reserves the right to close facility if air temperature is 69 degrees or lower. This shall not require any change or adjustment in any provision to this agreement.
7. Company shall provide Owner a management tool for accessing Company's network that provides and stores real time data and documents such as payment information, invoices, schedules, pool data reports, service requests, etc. The Owner agrees to pay \$18.00 per month as an additional fee for this service provided by the Company. Owner also agrees to provide a WIFI hotspot at Owners facility.

COSTS/EXPENSES: The Owner agrees to pay all reasonable costs and expenses incurred by the Company, in connection with the management of Owners facility. Any and all reasonable fees and out-of-pocket expenses incurred by the Company in connection with the management of Owners facility including but not limited too; insurance, amendments, renewals, hiring, recruiting, staffing, training, water safety and extensions of operations shall be paid by Owner in accordance with section **PAYMENT DISCLOSURE**.

EXTENSION OF OPERATION: At the option of the Owner, the Company shall schedule and maintain the facility and provide services to allow swimming before or after the dates in section **OPERATIONALTIMES**. The Owner agrees to notify Company in writing thirty (30) days prior to the "extension of operation". The cost for "extension of operation" not covered by this agreement shall be \$36.50 per hour. Amount shall be payable to the Company with the thirty (30) day written notice prior to the "extension of operation". This cost is in addition to the fees as provided hereinafter.

PAYMENT DISCLOSURE: The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions and terms as set forth herein in accordance with section **PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within five (5) day of the dates listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within fifteen (15) days of the dates listed above, the

Company shall have the right, at its option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's facilities without any further or additional notice to Owner. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, must be accompanied with a fifty percent (50%) deposit. Furthermore, any payments not made on or before fifteen (15) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Notwithstanding the foregoing, Company shall not remove any parts, equipment, and/or supplies from Owner's facilities that are not owned by Company. In the event of termination by Company, Owner shall pay company for services or supplies rendered through the date of termination, and Owner shall have no further liability to the Company.

Notwithstanding any other payment clauses in the Agreement, the Owner shall make prompt payments to invoices under the terms and conditions specified in the Agreement. The Company considers payment as being made on the day funds clear the bank. Owner agrees and is required to make any and all payments under the Agreement within five (5) days of the due date. Owner shall promptly pay the Company the amount determined in the Agreement due to the indisputable costs of labor, material and/or supplies. Should there be a dispute as to the amount or manner of determination of any kind, Owner is obligated to promptly pay Company, the amount of payment that is not disputed when due. The portion in dispute shall be paid upon final and non-appealable resolution of such dispute. Upon full payment of any claim or dispute the Company shall sub rated the rights under the Agreement to the Owner with respect to the subject matter of such claim.

Payments by the Owner to the Company for work by Company's personnel or Company's subcontractors is a condition precedent to payments made by the Company to Company's personnel or subcontractors. Company's personnel and any Company's subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Company, for payment of work.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys' fees.

CANCELLATION: The Owner shall have the right to cancel this Agreement with or without cause. Termination for Owner's convenience (i.e. without cause) shall be effectuated by providing written notice to Company thirty (30) days prior to the effective date of termination. In such case, Company will be paid in full for the work completed as of the date of termination, and Owner shall have no further liability to Company. Termination based on Company's non-performance of duties and responsibilities (i.e. for cause) shall be effectuated as follows:

- (1) Owner shall notify corporate office during the swim season (5485 Bethelview Rd Suite 360-305 Cumming, GA 30040) by certified mail and by phone of any problem regarding performance as detailed in the Agreement. Company shall have five (5) business days following receipt of certified notification to remedy stated violation of agreement. (the "Remedy Period")
- (2) If Company fails to remedy the violation within the "Remedy Period" as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")

- (3) In the event that the Owner terminates agreement by procedure stated above, the Owner shall be entitled to a refund for monies paid in advance. Refund to Owner shall be calculated as follows:

Divide the contract price by the total number of days of operation (the first day of the contracted swim season to the last day of the contracted swim season as determined in section 1 of this Agreement). This daily operation cost shall be multiplied by the number of days facility was operated under this Agreement. That amount shall be subtracted from the amount of the contract price paid to the Company by Owner as of the termination date. Company shall refund the remainder amount paid to the Company by Owner as of the termination date.

- (4) Refund shall be paid within fourteen (14) business days after termination.

OWNER CONTACT PERSON: Please direct all Company communications to the following Owner/ Representative: Owner agrees at least one of the designated "contact person(s)" below is an elected official and/or officer of the Owners organization.

VENUE AND GOVERNING LAW: This Contract shall be governed by and construed according to Georgia Law. Venue and jurisdiction for any disputes arising out of this Contract shall be in the State or Superior Courts of Georgia.

ENTIRE AGREEMENT, MODIFICATION, and BINDING EFFECT: This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by authorized representatives of both parties hereto. This Agreement shall be binding to ensure the benefit of the Owner and Company and to their respective heirs, successors and assigns.

STRICT COMPLIANCE: The failure of either party to exercise any power or right granted herein or to insist on strict compliance by the other party with its obligations and duties herein shall not constitute a waiver of any right to demand strict compliance with the provisions hereof at any time.

SEVERABILITY: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NONWAIVER: Owner and Company agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

EXTENSIONS: Unless otherwise agreed to by Owner and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

END OF AQUATIC MANAGEMENT AGREEMENT

Facility Information

Please complete upon signing

1st Contact Person

Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Home Phone: _____
Cell Phone: _____
Email: _____

2nd Contact Person

Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Home Phone: _____
Cell Phone: _____
Email: _____

Billing Address

Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Contact Name: _____
Phone: _____
Email: _____

Facility Address

Street: _____
City: _____ State: _____ Zip: _____
Pool Phone: _____

Management Package Pricing



Silver

1 Year \$46,750.00

Advertise
 Recruit
 Interview
 Hire
 Onboard
 Certification training
 Onsite Training
 Provide staff
 Schedules
 Daily Operations
 Management
 Payroll
 Support water safety
 Risk Management
 Audits

Gold

Add \$5,210.00

Advertise
 Recruit
 Interview
 Hire
 Onboard
 Certification training
 Onsite Training
 Provide staff
 Schedules
 Daily Operations
 Management
 Payroll
 Support water safety
 Risk Management
 Audits

*Staff wages are \$2.00 per
 hour higher

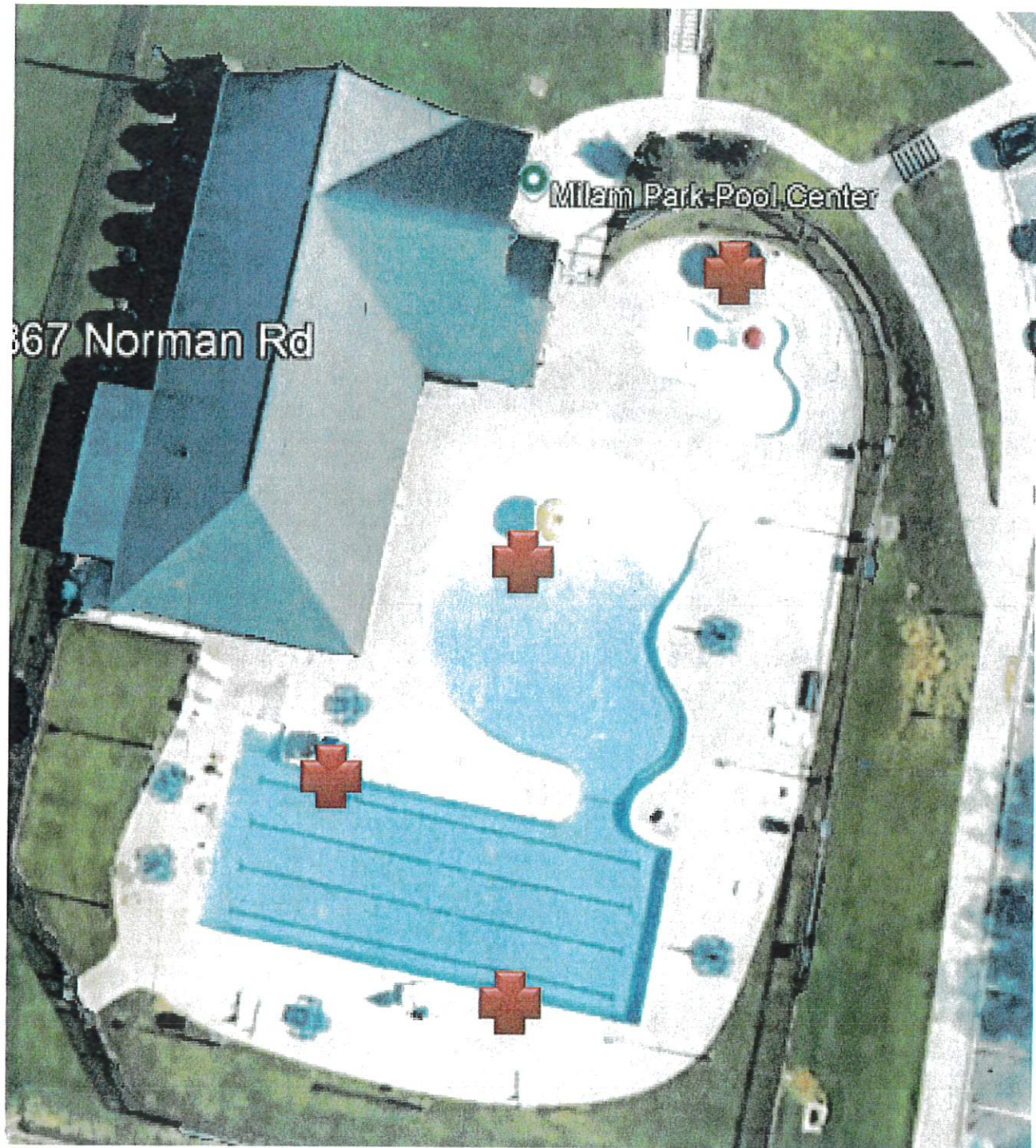
Platinum

Add \$9,850.00

Advertise
 Recruit
 Interview
 Hire
 Onboard
 Certification training
 Onsite Training
 Provide staff
 Schedules
 Daily Operations
 Management
 Payroll
 Support water safety
 Risk Management
 Audits

*Highest Staff Wages-
 \$5.00 per hour increase

Zone & Safety Map Example



Join Us



In supporting Youth Scholarships, Programs and Water Safety

When you do business with Aquatic Management we will donate \$500.00 on your behalf!

Choose a fund! (check one)

☐ **Lifeguard Scholarships:** being a lifeguard can be costly and many do not have the means to enter into the job force. They may have to obtain or maintain their certifications as well as lifeguard equipment. Your contributions aid by providing scholarship money to those who cannot otherwise afford employment.

☐ **Water Safety with WAW(Watch Around Water):** often communities and facilities cannot afford to provide lifesaving equipment or programs to their youth. This fund provides lifejackets utilizing note to float as well as swim lessons to all ages. Swimming lessons is the #1 way to prevent drowning.

Receive a charitable donation receipt.

Thank you for your support!





ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – MILAN POOL LIFEGUARD & MANAGEMENT - 012825

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

There will be a (**mandatory**) in-person pre-proposal meeting, to include site visits, held Tuesday, January 7, 2025, promptly at 11:00 am (EST) at Milan Park Pool | 3867 Norman Rd | Clarkston, GA | 30021.

Proposals will be received no later than Tuesday, January 25, 2025, at 9:30 am (EST). Proposals received after the above date and time or in any other location will not be considered.

Proposals shall be submitted through Bidnet Direct's Georgia Purchasing Group.

Timeline

(Mandatory) Pre-Proposal Meeting	Jan. 7, 2025	11:00 am (EST)
Question, Answer and Clarification Deadline (Submit using BidNet Question & Answers portal - ONLY)	Jan. 21, 2025	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	Jan. 24, 2025	4:00 pm (EST)
BidNet Direct Received Proposals Opened	Jan. 28, 2025	9:45 am (EST)

The City of Clarkston encourages all interested to do business with the City to register online: www.bidnetdirect.com/georgia/cityofclarkston.

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation.

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

Contracts are awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

In-person, fax, email or late proposals will not be recognized.



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston (“City”) is requesting proposals from qualified aquatic management companies to contract for swimming pool lifeguards, management, and maintenance services at one (1) swimming pool located at Milan Park located at 3867 Norman Road, Clarkston, GA 30021.

This contract will start on April 1, 2025, to December 31, 2025. The terms for future contracts shall be for a period of one (1) year starting on January 1, 2026, with up to four (3) additional one-year terms, on a ninety (90) day written notice from the City, subject to satisfactory performance and the contract will not automatically be renewed.

BACKGROUND

The City is a demographically diverse community with a population of over 15,000 residents from over 50 nationalities residing within the City limits.

The City constructed a new municipal swimming pool in 2011 located at Milam Park that opened in 2012 and the facility boasts a 4,100 square foot multi-purpose zero entry pool with four (4) seventy-five (75) foot long lap lanes, a wading pool, and several water features and amenities.

SCOPE of WORK

The Offeror shall possess swimming pool management skills, have experience with swimming facilities with water features and pool water area equal to or greater than the water area of the Clarkston swimming pool.

The Offeror shall have the ability to perform quality work as solely determined by the City, which qualifies it to operate the aquatic location as detailed and specified. No joint or sub-contractors will be considered.

OPERATING HOURS

The City of Clarkston operates their pool location, for public use, beginning Memorial Day weekend through the entire month of June and July, Saturdays and Sundays only in August (after DeKalb County Schools open) through the Labor Day Holiday weekend.

Hours of Operation

- A. Memorial Day (Pool will be closed on Tuesday)
- B. May, June, July
 - 1. Sundays – 11:00 pm – 6:00 pm

2. Tuesday – Thursday – 11:00 am – 7:00 pm
 3. Friday – Saturday – 11:00 am – 6:00 pm
- C. August
1. Every Saturday and Sunday in August
- D. September
1. Labor Day (Last day of pool season)

Note: Milan Park Pool is closed on Mondays.

The City may, at its sole discretion, extend the time for which the pools are open to the public. In the event the city decides to exercise this option to extend the time, the city will give the Service Provider a thirty (30) day written notice. The Contractor agrees to provide adequate staffing at \$45.00 per hour during this extension.

STAFFING POSITIONS

The following staffing positions shall be placed by the City and Contractor:

- A. Pool Service Provider (Contractor): is required to effectively communicate in writing their training, evaluation, and disciplinary policy and procedures for all employees.

The Contractor shall:

1. Conduct service training as per guidelines of Ellis, Red Cross or StarGuard.
2. Provide both orientation and training onsite prior to the opening of the season along with monthly training in services for the duration of the season.
3. Assign a Site Supervisor.
4. Prepare a manual for employees dictating the securing of pool areas, opening/closing duties, vacuuming the pool, backwashing the filter, post event clean-up, on duty policies (including appropriate dress), guard stationing and rotations, basic pool rules, importance of keeping working areas clean (pump house), and the importance of customer service.
5. Supervise lifeguards daily and provide written proof of supervision and evaluation to the City of Clarkston Parks and Recreation Department.
6. Provide the City with any opening/closing incident and accident reports. In no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
7. Be responsible for maintaining pool records of pool chemistry as dictated by county law.
8. Be responsible for completing and obtaining all county department of health certifications prior to opening each year.
9. Invoice the permit fees for DeKalb County to the City for payment with the first payment invoice. All other pool facility requirements, documents, permits, and inspections will also be obtained by the Contractor for the City.
10. Be required to E-Verify each employee and conduct both state and national background checks. Verifying documentation will be required by the City.
11. Report any shortages of pool chemicals or pool supplies to the City.

Note: The City has the authority to require and impose rules and regulations to be enforced by the Contractor and requests any employee be removed from performing the work under this contract.

- B. Pool Coordinator: The City will hire and train the Pool Coordinator that will work with the Contractor's lifeguard supervisor, lifeguards, and pool maintenance staff.

The Pool Coordinator shall:

1. Be responsible for ensuring the daily admittance fees are collected by the gate attendant.
 2. Oversee concession operations.
 - a. All monies collected for any purpose, in any form of payment, will be managed by the City of Clarkston staff and will be deposited with the City in accordance with the provisions or policies determined by the Finance Director.
 3. Be the gate attendant while on duty and during the pool extension hours, the Contractor must continue to perform all the duties of the scope of this contract.
- C. Site Supervisor: is responsible for overseeing pool lifeguards, coordinating the seasonal opening, and closing procedures of the pools, and facilitating the delivery of all pool necessities, including chemicals, cleaning equipment, and lifesaving equipment in accordance with the City's Purchasing Policy.
1. He/she is responsible for scheduling work for these procedures and scheduling a county inspection.
 2. He/she shall report to the Pool Coordinator the condition of the pool and the performance of the lifeguards.
 3. He/she will also conduct inspections of the pool's operation and facility conditions at least three times per week. The results of these inspections will be reported to the Pool Coordinator immediately so that any necessary action can be taken quickly.
 4. He/she will also provide the City with a cell phone number where he/she may be reached in the event of an emergency.
 5. He/she shall be responsible for resolving any complaints or issues that may arise in connection with the operation of the Pool.
 6. He/she may enlist the help of the Contractor as needed.
- D. Service Technician: The Service Technician is on call seven days a week in season for maintenance and repair calls.
1. He/she is responsible for performing all minor repairs on an as needed basis. The Site Supervisor will notify the Service Technician when a repair is needed. The Parks & Recreation Director must approve all repairs that exceed \$250.00 in writing prior to the Service Technician initiating the repair.
 2. He/she will schedule the repair, gather parts and materials, and perform the repair in accordance with the City's Financial Management Purchasing Policy.
- E. Lifeguards: The Contractor will provide lifeguard supervision for public swimming, swimming lessons, and other organized pool activities such as private parties.
1. Lifeguards must be certified through the Red Cross in lifeguard training, first aid, and CPR for infants, children, and adults. Proof of certification must be provided to the City prior to opening of the pool.

2. Lifeguards will be responsible for the safety of the pool patrons and environment, as well as the upkeep and cleanliness of the pool, deck, and the restrooms.
3. Lifeguards are responsible for supervising pool activities and ensuring safety.
4. Lifeguards shall also maintain pool chemistry, basic pump house maintenance, and debris removal from the pool area and report any problems to the Pool Coordinator and/or Site Supervisor.
5. Lifeguards must be employees of the Contractor and not independent contractors:
 - a. At a minimum, four (4) lifeguards must be on duty, in public view, always when the facility is open.
 - b. One (1) additional lifeguard is required for every twenty-four (24) people in attendance beyond the first fifty (50) attendees, and there must be a minimum of one lifeguard in reserve for rotations.
 - c. The Pool Coordinator and/or Site Supervisor will supervise the swimming pools but will not be counted in terms of the ratio of required lifeguards. If operations warrant additional lifeguards due to attendance or other factors, the City will agree to additional lifeguard staff at the rate established in this proposal for lifeguards.

FACILITY PROCEDURES

Pool Opening Season:

The Contractor will review all bathhouses, pool decks, pool shells, pump/chemical/filtration systems, and essential pool equipment to recommend the needed improvements prior to April 1, 2025. A detailed report will be submitted to the Parks and Recreation Director no later than April 7, 2025. This is to ensure ample time to make repairs and improvements to successfully open sites prior to opening date. Access to the facilities for this preparation work is to be coordinated by the Parks & Recreation Director.

The Contractor shall provide the following services no later than two (2) weeks prior to the scheduled opening date of the pool, or the date authorized by the City's representative. In addition, the Contractor shall have the pools ready for operation at least seven (7) days before opening day or pre-determined approved date by the City's representative.

- A. Pressure wash pool deck.
- B. Clean, inspect and prepare vacuuming equipment and hoses.
- C. Drain and acid wash pools or surfaces if necessary.
- D. Order, store, and utilize necessary chemicals.
- E. Fill pools and balance pool chemistry.
- F. Install ladders, check diving boards, place lifeguard chairs and place furniture.
- G. Check and test all equipment (i.e., chemical feeders, flow meters, pressure gauges, valves, underwater lights, skimmers, vacuum systems, return inlets, etc.) and report status to the City.
- H. Check all pumps and motors; lubricate valves and pump bearings as necessary.
- I. Clean the pool area within the pool enclosure and pool bathrooms.
- J. Circulate water through filtration system.
- K. Furnish, store, and inject necessary chemicals for the operation of the pools.
- L. Backwash filters and inspect any defects.

- M. Report to City all operating deficiencies.
- N. Be responsible for check-out and handling of facility keys to staff.
- O. Check the condition of life saving equipment and report any damaged or missing equipment to the City.
- P. Checking the condition of maintenance and cleaning equipment.
- Q. Ensure annual maintenance service has been completed on chemical feeders since prior season's end.
- R. Conduct maintenance servicing to underwater pool lights.
- S. Other items as assigned by the city.

Facility Operations:

The Contractor shall be responsible for the following duties, daily or as needed:

- A. Complete a documented (written) daily safety check of the entire facility.
- B. Be on duty for a minimum of one (1) hour before and after operating hours.
- C. Pool vacuuming should be scheduled daily.
 - 1. Each pool will be vacuumed entirely, at a minimum of three times per week.
 - 2. Each pool will be vacuumed before the public enters the pool.
- D. Pool filters must be backwashed as needed.
- E. Lifeguard's room, outdoor bathhouse/restroom, all areas within the fencing, and the premises within twenty-five (25) feet of the facility must be maintained in a clean and orderly fashion by the proper collection of waste, garbage, and all other debris.
- F. Assist City Staff by maintaining the areas around the Lifeguard stands, pump houses, lifeguard rooms/lockers and assisting with cleaning and stocking based on availability and/or upon request by city Staff for assistance.
- G. Everyone on duty within the pool area, regardless of employment, will assist with the litter and cleanliness of any common area, or when a visual need for cleaning or restocking arises. It is in everyone's interest to keep the facility clean and always functioning. The Parks & Recreation Department and the pool service provider shall conduct ongoing cleaning during hours of operation to maintain the reasonable condition of the facilities.
 - 1. The primary cleaning of the outdoor bathhouse/restrooms must be completed during times not scheduled for public swimming or programming.
 - 2. The City shall restock restrooms daily and be responsible for opening pool area bathhouse/restrooms each morning and lock and secure the pool areas at the end of each day.
- H. The pool deck must be cleaned and maintained throughout each day.
- I. Trash must be emptied and placed in the dumpsters outside the facility, to prevent pests and rodents, daily.
- J. Deck furniture must be straightened daily and set up upon closing in preparation for the following day.
- K. The pool deck must be blown and kept debris free daily.
- L. All safety equipment must be checked and tested.
- M. Retain a record of all problems brought to their attention and contact the City representative within 48 hours of all problems.
- N. Keep detailed records of any pullouts, rescues, or injuries, describing the circumstances surrounding the incident and denoting the specific location of the

incident. Reports should be given to the Parks & Recreation Director within 24 hours of incidents.

- O. Keep detailed records of pool closings for partial or full days.
- P. Use testing kits and chemicals to maintain the proper pool water chemical balance, pH levels, chlorine levels, alkalinity levels, cyanuric acid levels, and calcium hardness levels.
- Q. Stock chlorine, cyanuric acid, sodium bicarbonate, muriatic acid, soda ash, calcium chloride, polyquat algaecide, pool clarifier, and other chemicals necessary to maintain proper pool chemical balance.
- R. Supervise all lifeguard personnel and instructors employed by Contractor. Once the season has opened for regular hours of operation.
- S. Making supervisory site visits to the pool facilities regularly with the focus on safety, health and general maintenance of the physical plant will be the focus of these reviews.
- T. Ensure staff are trained to meet professional standards and in proper "Lifeguard" uniform for quick identification.
- U. Display the most current results of each County Health Inspection.

Water Quality Standards:

The Contractor shall be responsible for the following:

- A. Maintaining, at its expense, an inventory of all necessary and appropriate chemicals for the proper routine operation, safety, and cleanliness of the swimming pool by utilizing the current sanitation system (Acid PH Control and Pulsar Chlorination System, or other).
- B. Maintaining the pool chemistry levels in accordance with such statues, ordinances, rules, and regulations governing pool chemistry as are adopted from time to time by the Georgia Department of Public Health (DPH) and DeKalb County (GA) at its expense.
- C. Maintaining the swimming pool water within the recommended tolerances:
 - 1. Chlorine: 2.0-5.0 ppm
 - 2. pH: 7.2-7.8
 - 3. Calcium Hardness: 200-400 ppm Cyanuric Acid: less than 100 ppm

Note: At no time will the water chemistry cause a failure of permission to operate the pool granted by local health departments. If the local health department revokes permission to operate a pool due to poor water quality; the Contractor shall issue the City a partial refund of the contract price, determined using the following formula: (number of days closed) X (average daily portion of the contract price).

Repair Work/Emergency on Call Service:

The Contractor will notify the City promptly regarding any necessary repair work and will be given the opportunity to quote and/or enter a bid solicitation on said work. Likewise, the Contractor must specify a point of contact for twenty-four (24) hour on-call service in the event of pool facility emergencies. This representative must have the ability to respond to any emergencies within two (2) hours of an emergency call.

Pool Supplies:

The City shall furnish all first aid supplies as specified through its internal contractor. The Contractor will be expected to let the City know if any items need to be replaced. The City shall furnish and pay for water, telephone, electricity, gas, and garbage collection.

The City requests the Contractor provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners, and light bulbs) for the facility.

Programming:

The Contractor will assist the Parks & Recreation Director developing seasonal program offerings outside of regularly scheduled pool operational hours, which may be scheduled in the morning hours twice per week prior or after the regular pool operation hours. These must be planned and organized no later than April 7, 2025, and can include but not be limited to:

- A. Water Aerobics
- B. Swim Team Practices and Meets
- C. Swim Lessons
- D. Safety around Water Classes
- E. Age and Skill Based Swimming lessons
- F. Water Safety and Lifeguard Training
- G. Weekly Special Event Nights at the Pool

Lifeguards and pool facility operation will be requested during all swim meet practices and meets. (If any so far, we have not had the capacity or request for swim teams or swim team practice)

Pool Rentals:

Pool rentals and birthday parties may be scheduled outside of regular public operations, programming, and open swimming hours on Friday, Saturday, or Sunday only. The Parks and Recreation Department office and staff will handle the scheduling of all rentals and will communicate the rental schedule to the Contractor of any request for rental for after-hour events seven (7) days in advance to provide staffing (lifeguards) based on the number of people expected to include the entire pool area. In the event the Offeror is unable to staff the event, the Offeror will need to provide the City (written) notice within three (3) days of the City's notification.

The Contractor shall provide lifeguard services for pool rentals and other special programs scheduled outside public swim hours that are not listed in the above paragraph at the hourly rate of \$45.00 per hour. Each invoice submitted by the Contractor is to detail the additional cost of staff rentals during the invoice period.

Pool Open and Closing:

The Contractor shall have the authority to close the facilities during inclement weather and shall be prepared to reopen the facilities when the weather permits. If this happens, the Contractor shall notify the Parks & Recreation staff immediately.

If the facility is to be closed for the day, there will be a mutual agreement by the Contractor and the Parks & Recreation Director to close the facility to the public.

End Season Service and Winterization:

An end-of-season inspection shall be conducted immediately upon the conclusion of the pool season, and a written report is submitted to the Parks and Recreation Director. The Contractor shall perform reasonable inspections of all equipment and advise the Parks & Recreation Director of needed repairs and/or replacement of defective, worn, or damaged equipment in the year end written report. At the city's request, the Contractor shall provide specifications for the repairs and/or replacement and present them to the City.

The Contractor shall also be responsible for inspecting pool signage and advise the City of any needed replacements to ensure safe pool operations and the City will be responsible for fabricating signage.

The Contractor shall prepare a fall Inspection/year-end report to be submitted to the Parks & Recreation Director by October 15th of each year of the contract. The winter service program is to begin immediately upon closing of the facilities in September.

The Contractor will also be required to provide winter service chemical treatments, cleaning, and supervision September of the current year through April of the preceding year.

The Contractor is required to submit winter service program and winterization plans for the City aquatic facility, including but not limited to:

- A. Draining all drinking fountains.
- B. Inspecting pumps and motors and notifying the City of any malfunctioning equipment.
- C. Removing and storing movable equipment.
- D. Draining and storing all hoses.
- E. Draining filtration system.
- F. Remove and store all plugs from plumbing.
- G. Backwashing filters and inspecting any defects; cleaning elements, checking for any defects.
- H. Draining and re-lubricating chemical feeders.
- I. Leaving all valves at appropriate settings.
- J. Inspecting all pool machinery and equipment and listing parts required for the next season's operation to the city.
- K. Checking all pool plumbing and electrical systems, notifying the city of any problems.
- L. Cleaning bathhouse areas, restrooms, lifeguard room, guard dressing rooms, manager's office, breezeway entry, deck area, storage areas, etc.
- M. Draining all bathhouse plumbing and preparing with anti-freeze wherever necessary.
- N. Draining all plumbing, removing any debris.
- O. Draining appropriate pools or providing winter treatment plans.
- P. Removing hair and debris from hair and lint traps.

GENERAL CONDITIONS

This Agreement shall be subject to termination by the City in the event of sale or destruction of the facilities or because of misfeasance or non-misfeasance by the operator. The City may also terminate this Agreement for repeated non-compliance with the requirements as set forth in these specifications. The City reserves the right to terminate the contract for any reason with 30 days' written notice. The City also reserves the right, by the Agreement, to cancel any part or all the same for failure by the vendor to follow terms of said Agreement.

The Offeror will be required to obtain any licensing and meet all Health and Safety standards and regulations set forth by ordinances of the City of Clarkston, Dekalb County, and Georgia Department of Public Health.

No contract will be awarded to any Offeror who, as determined by the City, has an unsatisfactory performance record or experience or who lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications.

Each Offeror must submit as a part of their bid a written statement covering the following points:

- A. The number of employees who will render services to the City and number of employees to be used at the facility, listing the specific responsibilities of each.
- B. Previous experience in operating and managing an aquatic facility. The Offeror must have at least three (3) consecutive years of experience in aquatic management services.

INSURANCE, LICENSES & PERMITS

The Offeror shall possess and maintain the appropriate insurance to include Worker's Compensation Insurance for the duration of the contract for insurance against claims for injuries to persons or damage to property that may arise from, or in connection with, the performance of the work hereunder by the Offeror, his/her agents, representatives, or employees. The amounts should follow the outlined information under the Insurance Requirements section above.

In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Offeror shall provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected. And the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Offeror for the City. Thus, being in full compliance with the Workmen's Compensation Act of the State of Georgia and Employer's Liability Coverage.

The Offeror shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations stipulated by the City of Clarkston and Dekalb County necessary for the operation of the facility provided; however, the Offeror shall not be responsible for obtaining a use permit.

HEALTH & SAFETY STANDARDS

The Offeror shall meet all Health and Safety Standards regulations set forth by Dekalb County and Georgia Department of Public Health. The aquatic location will be always maintained in a clean manner and the Offeror shall take all safety precautions.

The Offeror shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the City of Clarkston, Dekalb County, and the operation shall be in accordance with all the rules and regulations of the Georgia Department of Public Health. The Offeror shall always maintain the pool enclosure in clean and safe condition.

ADDITIONAL INFORMATION

- A. No bonds will be required for this project.
- B. Offerors will need to include a Certificate of Insurance (COI) in the bid package.
- C. Offerors will need to include a copy of all certifications in the bid package.

COST PROPOSAL

Bidding Company: _____

Company Rep: _____

Project Name: _____

<u>ITEM DESCRIPTION</u>	<u>LUMP SUM COST</u>
May (Memorial Day)	
June	
July	
August (weekends only)	
September (Labor Day)	
October	
GRAND TOTAL	

SIGNATURE: _____ DATE: _____



PRE-PROPOSAL CONFERENCE
RFP – MILAN POOL LIFEGUARD &
MANAGEMENT – 012225
January 7, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Michael N. Duncan, Parks & Recreation Director

Attendees

1. Aquatic Management
2. Dynamo Pool Management
3. Sears Pool Management Consultants, Inc
4. United Pool Maintenance, LLC



Bid Open Final Tabulation

Solicitation:	RFP – MILAN POOL LIFEGUARD & MANAGEMENT - 012225
Open Date:	January 22, 2025
Open Time:	9:45 am (EST)
Open Site:	City Hall Annex – BidNet Direct
Facilitator:	Willis Moody, Purchasing Consultant

	Company Name	Bid Amount (\$)	Minority Class	Located within City limits	Previously worked w/Clarkston
1	Aquatic Management	\$78,740.00	N	N	N
2	Dynamo Pool Management	\$80,800.00	N	N	N
3	Sears Pool Management Consultants	\$107,675.00	N	N	Y

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

- (1) African American Business Enterprise (**AABE**) (2) Hispanic Business Enterprise (**HBE**)
(3) Female Business Enterprise (**FBE**) (4) Asian Business Enterprise (**ABE**)
(5) Native American Business Enterprise (**NABE**) (6) Minority Veteran (**MV**)

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

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

CITY OF CLARKSTON

ITEM NO: 7G

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: March 4, 2025

SUBJECT: To approve a resolution to deny the claim for damages asserted by claimant Robel Kuma.

DEPARTMENT:
Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

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

PURPOSE: To discuss the ante litem claim the City received for damages from legal counsel representing Robel Kuma dated January 9, 2025.

NEED/ IMPACT: The City of Clarkston hereby formally denies Claimant's claims for damages pursuant to O.C.G.A. Section 36-33-5.

RECOMMENDATION: The city attorney is hereby directed to communicate with claimants' legal counsel to inform him of this denial of his claim.

RESOLUTION NO. 2025-__

**A RESOLUTION BY THE CITY OF CLARKSTON TO DENY THE CLAIM
FOR DAMAGES ASSERTED BY CLAIMANT ROBEL KUMA.**

WHEREAS, the City of Clarkston received an ante litem notice of claim for damages from legal counsel representing Robel Kuma ("Claimant") dated January 9, 2025; and

WHEREAS, Claimant alleges that he was run over by a Clarkston PD patrol vehicle on October 26, 2024, causing injury to his neck, right and left legs, and head; and

WHEREAS, the City has investigated the allegations referenced by Claimant in the ante litem notice of claim and has determined that the alleged incident and injuries occurred due to Claimant's own negligence.

NOW, THEREFORE, BE IT RESOLVED by the Clarkston City Council that the City of Clarkston hereby formally denies Claimant's claims for damages pursuant to O.C.G.A. Section 36-33-5.

BE IT FURTHER RESOLVED that the City Attorney is hereby directed to communicate with Claimants' legal counsel to inform him of this denial.

SO RESOLVED, this ____ day of February, 2025.

CLARKSTON CITY COUNCIL

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika Mitchell
City Clerk

MORGAN & MORGAN

January 9, 2025



16719528

Chief Christine Hudson
Clarkston Police Department
3921 Church Street
Clarkston, GA 30021

Via Certified Mail – Return Receipt Requested: 7021 2720 0000 3997 1282



16719528

Attorney Stephen Quinn
Clarkson City Attorney
125 Clairemont Avenue, Suite 420
Decatur, GA 30030

Via Certified Mail – Return Receipt Requested: 7021 2720 0000 3997 1299



16719528

Beverly Burks
Mayor
City Hall Annex
1055 Rowland Street
Clarkston, GA 30021

Via Certified Mail – Return Receipt Requested: 7021 2720 0000 3997 1305



16719528

Dr. Dwight L. Baker
Risk Management
1055 Rowland Street
Clarkson, GA 30021

Via Certified Mail – Return Receipt Requested: 7021 2720 0000 3997 1312

Re: Ante Litem Notice of Tort Claim
Our Client(s): Robel Kuma
Date of Incident: October 26, 2024
Your Claim No: Unknown

January 9, 2025

Page 2

To Whom it May Concern:

Within six (6) months of the date described above, this Notice is being sent pursuant to the requirements of O.C.G.A. § 36-33-5 to provide you with a thirty (30) day opportunity for adjustment of a tort claim against the City as a result of the following incident:

- (a) Name of the City Government entity involved: Clarkston Police Department
- (b) Time: October 26, 2024 at approximately 7:25 p.m.
- (c) Place: 1509 Summerwood Drive, Clarkston, Georgia 30021 (see police report attached)
- (d) Nature of Loss Suffered: Pain and injury to his neck (including neck fracture), right and left legs, and head caused by vehicle running over Mr. Kuma.
- (e) Amount of Loss Claimed: Robel Kuma has claims for his medical expenses, past and future, lost income, past and future in the amount of \$1,000,000.00 and a claim for her pain and suffering, mental and emotional suffering and any other noneconomic damages recoverable under all applicable laws in the amount of \$5,000,000.00. Mr. Kuma demands \$6,000,000.00.
- (f) Acts or omissions which caused the loss: A Clarkston City Police Officer struck Mr. Kuma, who was a pedestrian in plain view, with a police vehicle, rolling over Mr. Kuma and dragging Mr. Kuma a distance before stopping with Mr. Kuma under the said police vehicle.

No action to make a civil recovery for these claims will be commenced except upon the expiration of thirty days (30) following receipt of this notice, or the City's denial of the claim, whichever occurs first.

Attached are reports on this Incident from the Clarkston Police Department and Georgia State Patrol to assist with your investigation.

The information supplied herein is provided for the purposes of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. Should you require additional information for that determination, please contact my Case Manager, Dorothy Rogers.

Sincerely



Travis Hargrove
Attorney at Law

TH/dr
Encl.: Police Report
cc: Robel Kuma



CITY OF CLARKSTON

ITEM NO: 8B

CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Consider/ Approval

MEETING DATE: March 4, 2025

SUBJECT: To consider for approval a variance from Sec. 607. – Off-street parking requirements and Sec. 412(b)(3) – Accessory structures and uses, to accommodate a dumpster enclosure in the front yard at 3643 Market Street (18 096 05 004).

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-546-1120

PURPOSE: To discuss variances from Sec. 607. – Off-street parking requirements and Sec. 412(b)(3) – Accessory structures and uses, to accommodate a dumpster enclosure in the front yard at 3643 Market Street (18 096 05 004).

NEED/ IMPACT: The applicant is requesting a variance for their dumpster and enclosure due to the conditions pertaining to the location of the existing dumpster and enclosure in the rear of the building.

RECOMMENDATION: Pursuant to Article II, Division 4 of the City of Clarkston Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of the variances from Sec. 607. – Off-street parking requirements and Sec. 412(b)(3) – Accessory structures and uses, to accommodate a dumpster enclosure in the front yard at 3643 Market Street with the following conditions:

1. The development shall be substantially in compliance with the site plan dated November 8, 2024.
2. The architectural design shall be substantially in compliance with the elevation renderings dated September 23, 2024.
3. The property owner shall be responsible for maintaining the structure in a state of good repair.
4. The City of Clarkston shall be responsible for the removal of the concrete slab, two cement bollards, and the wooden dumpster enclosure.

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY OF CLARKSTON APPROVING A VARIANCE
REQUEST TO ALLOW A DUMPSTER ENCLOSURE IN THE FRONT YARD OF
PROPERTY LOCATED AT 3643 MARKET STREET, PARCEL ID NO. 18 096 05 004.**

WHEREAS, Georgia Constitution, Art. IX, § 2, Paragraph 4 and O.C.G.A. §§ 36-66-1 *et seq.*, authorize the governing authority of each municipality to exercise the power of zoning within its territorial boundaries, including but not limited to, the power to hear and render decisions on applications for variances; and

WHEREAS, Bates Construction, Inc., agent for the owner of real property located at 3643 Market Street in the City of Clarkston, submitted an application requesting variances from Section 607 – Off-street parking requirements and Section 412 (b)(3) – Accessory structures and uses, of the City of Clarkston’s Zoning Ordinance, to accommodate a dumpster enclosure in the front yard of the property; and

WHEREAS, the Planning and Economic Development Department has reviewed the subject variance application and recommended approval based on staff’s analysis that the requested variances meet the City’s criteria.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clarkston finds that the requested variances meet the criteria for granting a variance per Zoning Ordinance Sec. 215(e).

BE IT FURTHER RESOLVED that the requested variances from Sec. 607. – Off-street parking requirements and Sec. 412(b)(3) – Accessory structures and uses are hereby approved, subject to the following conditions:

1. The development shall be substantially in compliance with the site plan dated November 8, 2024.
2. The architectural design shall be substantially in compliance with the elevation renderings dated September 23, 2024.
3. The property owner shall be responsible for maintaining the structure in a state of good repair.
4. The City of Clarkston shall be responsible for the removal of the concrete slab, two cement bollards, and the wooden dumpster enclosure.

SO RESOLVED, this ____ day of _____, 2025.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

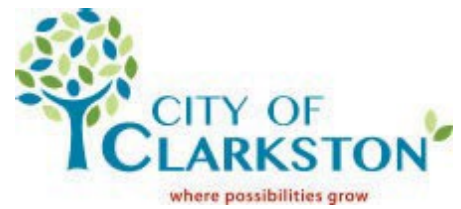
Beverly H. Burks, Mayor

ATTEST:

Tomika Mithcell, City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney



STAFF ANALYSIS AND REPORT

APPLICANT: Anstey Bates – Bates Construction, Inc.

LOCATION: 3643 Market Street
(Parcel ID: 18 096 05 004)

ZONING: TC: Town Center

REQUEST: Variances from Sec. 607. – Off-street parking requirements and Sec. 412(b)(3) – Accessory structures and uses, to accommodate a dumpster enclosure in the front yard at 3643 Market Street (18 096 05 004).

ZONING/ADJACENT LAND USE:

North	TC: Retail shopping center
South	TC: Vacant lot
West	TC: Clarkston Village Shopping Center
East	TC: Refuge Coffee

MEETING INFORMATION:

Planning & Zoning Commission:	02/18/2025 – 7:00 P.M
Mayor & City Council Work Session:	02/25/2025 – 7:00 P.M.
Mayor & City Council Public Hearing:	03/04/2024 – 7:00 P.M.

RECOMMENDATION:

Staff recommends approval with conditions.

BACKGROUND:

To: City of Clarkston Mayor & City Council

From: Richard Edwards, AICP

Subject: The applicant is requesting variances from Sec. 607. – Off-street parking requirements and Sec. 412(b)(3) – Accessory structures and uses, to accommodate a dumpster enclosure in the front yard

Background:

The Clarkston Plaza Shopping Center has their existing dumpster and dumpster enclosure in the side yard towards the rear of the building along Vaughn Street. The trash truck has been backing onto the curb cut for Christ Community AME Church and causing damage to that curb cut.

There is not enough space to place the dumpster and dumpster enclosure in the rear of the building, as the building is located very close to the property line and there is a power pole and electrical box that would prevent the trash truck from accessing the dumpsters. This is why the applicant is requesting to place the dumpster and enclosure in the front yard.

The applicant is proposing to install the dumpsters and enclosure in the front yard along the center row of parking spaces. This proposal would remove three (3) parking spaces and allow the trash truck to access the dumpsters via Vaughan Street.

The parking area currently has 62 parking spaces and the zoning code requires a minimum of 82 parking spaces for office, retail, and restaurant uses (1.5 spaces per 300 square feet of gross floor area). The removal of three (3) parking spaces would make the property further nonconforming with 59 parking spaces.

Analysis: Pursuant to Section 215(e) of the City of Clarkston Zoning Ordinance, Staff has reviewed the variance request in accordance with the required review criteria.

1. There are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.

The Clarkston Plaza Shopping Center was constructed in 1964 and it does not appear that it was developed to account for a dumpster and enclosure in the rear or side yards of the property. The side yard to the west is entirely within the public right-of-way off of North Indian Creek Drive, which is maintained by DeKalb County. The rear yard has utility infrastructure and building access ingress/egress that does not allow for the dumpster and enclosure to be placed in that yard.

There appears to be an exceptional condition on the particular property preventing the property owner from placing the dumpster and enclosure anywhere other than the front yard.

2. Such conditions are peculiar to the particular piece of property.

These conditions do appear to be peculiar to this particular piece of property.

3. Such conditions are not the result of the actions of the owner.

Staff is not led to believe that this is a direct result of any actions of the current property owner.

4. A literal interpretation of the provisions of this ordinance would create an unnecessary hardship.

A literal interpretation of the provisions of this ordinance would create an unnecessary hardship on the property owners.

5. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance.

It is not anticipated that the proposed use would cause detriment to the public good. However, this request does not fall within the intent of the zoning ordinance but this could be considered an unnecessary hardship.

6. **The variance is not a request to permit a structure or use of land not authorized in the applicable district.**

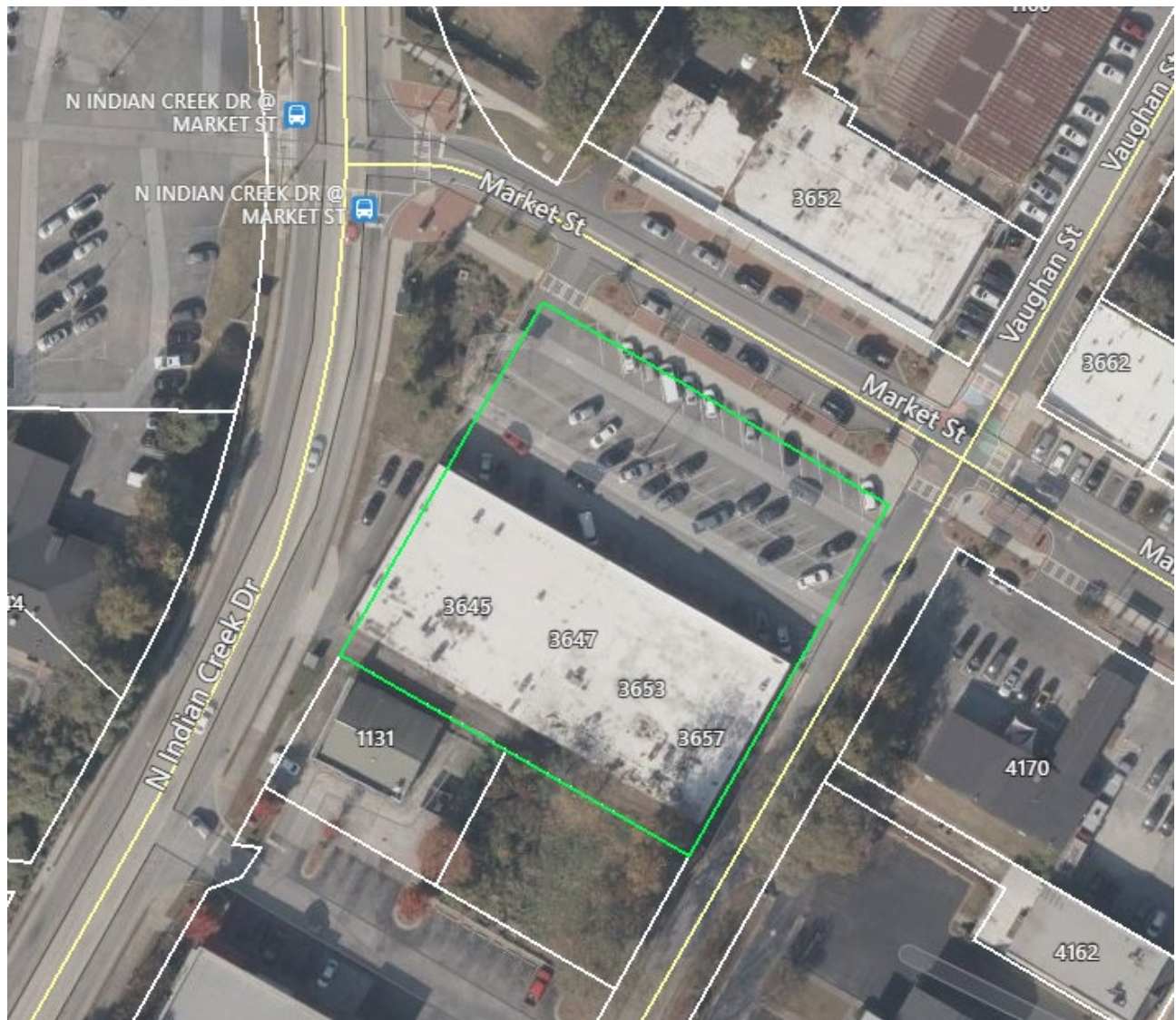
Dumpsters and dumpster enclosures are a permitted structure on this property. The applicant is asking for variances to reduce parking and locate the structure in the front yard.

Recommendation:

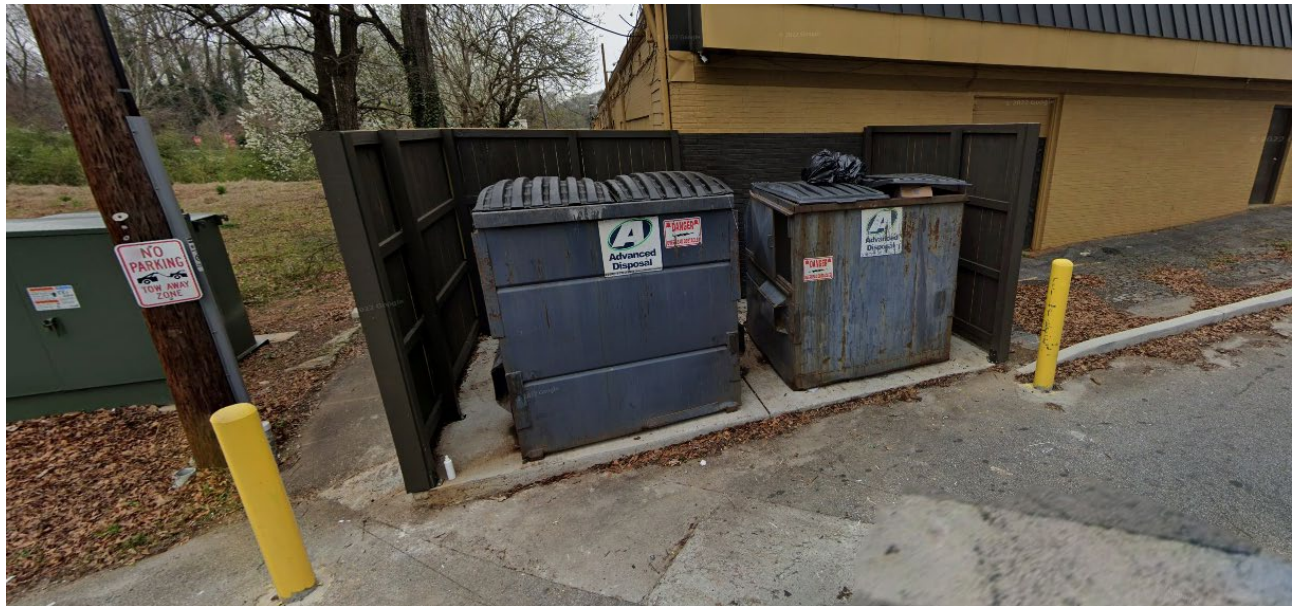
Pursuant to Article II, Division 4 of the City of Clarkston Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of the variances from Sec. 607. – Off-street parking requirements and Sec. 412(b)(3) – Accessory structures and uses, to accommodate a dumpster enclosure in the front yard at 3643 Market Street with the following conditions:

1. The development shall be substantially in compliance with the site plan dated November 8, 2024.
2. The architectural design shall be substantially in compliance with the elevation renderings dated September 23, 2024.
3. The property owner shall be responsible for maintaining the structure in a state of good repair.
4. The City of Clarkston shall be responsible for the removal of the concrete slab, two cement bollards, and the wooden dumpster enclosure.

Aerial of the site



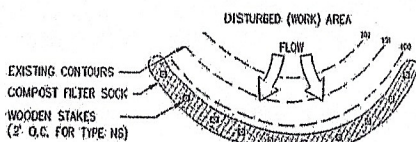
Existing location of the dumpster and enclosure



TYPE B COMPOST FILTER SOCK



PLAN

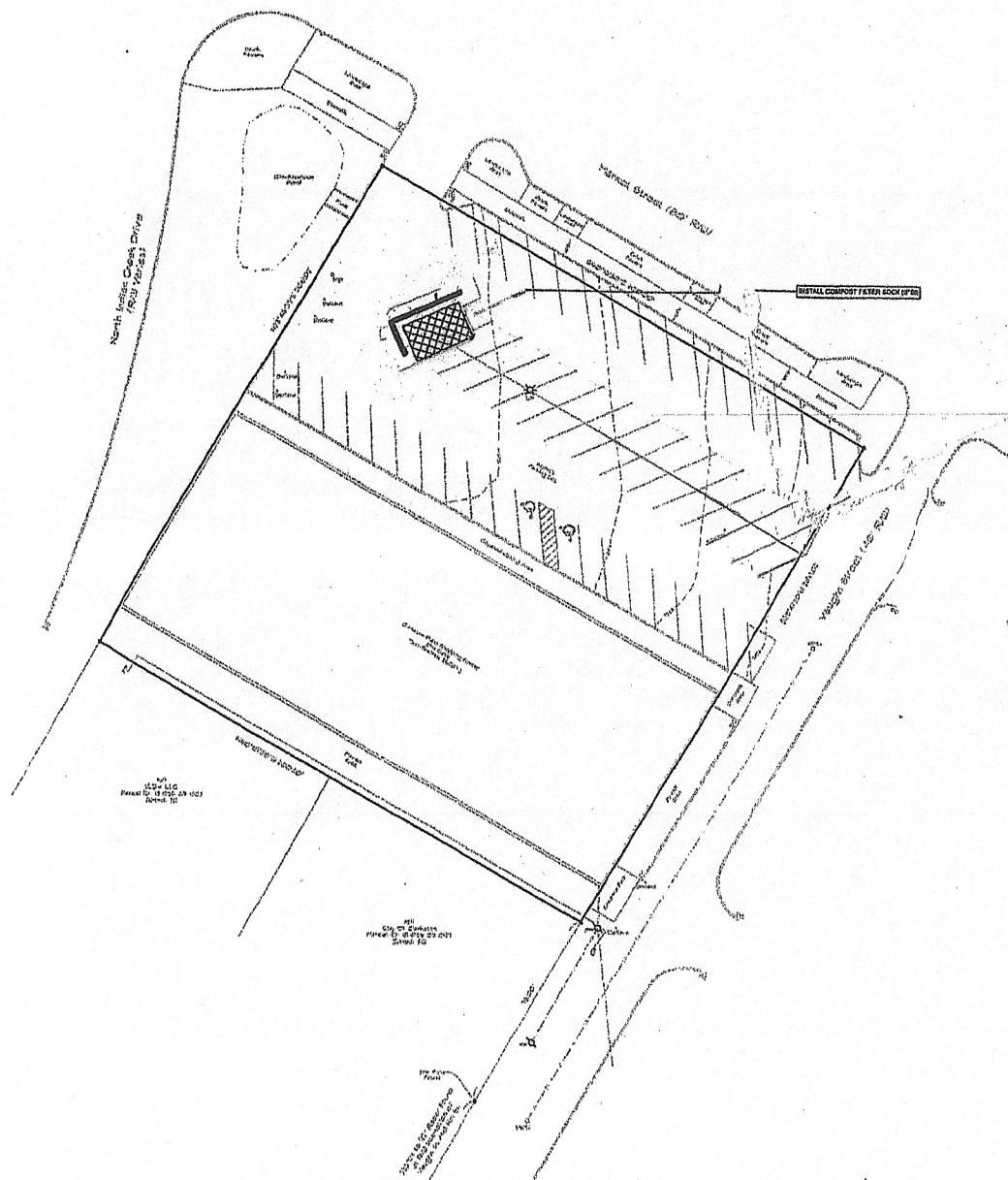


AREA TO BE PROTECTED

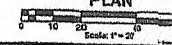
• HEIGHT IS TO BE SHOWN ON THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN

DEVICE DATA Edition

617



**DEMOLITION PLAN
&
EROSION CONTROL
PLAN**



Date: 08 November 2024
 Land Lote: 93 & 97
 Land District: 18th
 Range Section: N/A
 City: Chatham
 County: DeKalb
 State: Georgia
 est Project Number: 2024-002

C15.00

3647 Market Street

RECEIVED
DEC 17 2024

71904

CITY OF CLARKSTON



CITY of CLARKSTON

PLANNING AND DEVELOPMENT DEPARTMENT

VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

This page must be completed by the Applicant. Please see Applicant Instructions for full requirements.

SUBMITTAL CHECKLIST

Your application must include the following items, or it will not be considered complete:

- ☒ Plan(s) to scale demonstrating variance requested
- ☒ Survey
- ☒ Property Deed
- ☒ Recorded Plat of Property (seven (7) copies) **NO RECORDED PLAT EXIST FOR THIS PROPERTY**
- ☒ Campaign Contribution Disclosure Form
- ☒ Filing Fee (payable to The City of Clarkston)

FOR OFFICE USE/DETERMINATION

Review determination and fee: Review fee (payable to *The City of Clarkston*) depends on type of review(s). (See Fee Schedule):

_____ Variance _____ (Fee)
Please indicate if this is an Administrative Variance

APPLICANT INFORMATION

ANSTAY BATES BATES CONSTRUCTION INC.
Applicant Name _____ Company _____

Primary Phone # _____ Alternate Phone # _____ Fax # _____
BATES CONSTRUCTION INC @ GMAIL - COM
Email Address _____

PROJECT SUMMARY

Name of Project **TRAN'S DUMPSTER ENCLOSURE AND PAD.**

Detailed Description of Variance. Include: Variance needed (code section, square footage or other dimension); Proposed use(s) and square footage of floor area for each use; and written explanation of hardship involved with need for variance (see checklist).

A VARIANCE IS NEEDED TO GRANT RELIEF FROM DIVISION 3. SECTION 607 - OFF STREET PARKING REQUIREMENT. THE VARIANCE IS NEEDED TO ELIMINATE 4 PARKING SPACES FOR THE PLACEMENT OF A CONCRETE DUMPSTER PAD AND ENCLOSURE APPROXIMATELY 20'-8" X 12'-6" DUE TO EXTRAORDINARY AND EXCEPTIONAL CONDITIONS

Case #: _____



CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

PERTAINING TO THE PROPERTY, NOT GRANTING RELIEF
WOULD INCUR FINANCIAL HARDSHIP AND CHALLENGES
FOR THE PROPERTY OWNER AND TENANTS.

Total Number of Parcels Involved:	<u>1</u>	Total Project Area (acre/sf):	<u>258/sf</u>	Total Disturbed Area:	<u>258/sf</u>
Total Number of Buildings:	<u>1</u>	Total Estimated Construction Cost:	<u>\$20,000</u>		

- ☒ Project Submittal Checklist and all documents, plans, written analysis, and fees required therein accompany this application form.

I hereby certify that all information provided herein and in the accompanying documents is true and correct.

Dusty Batts

Applicant Signature
☐ Property Owner

☒ Owner's Agent

12/16/2024

Date



CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

PROPERTY INFORMATION/OWNER AUTHORIZATION

If more than one parcel is the subject of review, owner-applicant shall complete information for each parcel on additional page attachments; authorized agent-applicants must complete this page for EACH parcel.

PARCEL (PROPERTY) INFORMATION

3697 MARKET STREET CLARKSTON, GA. 30021
Property Address/Location Suite/Apt. # City, State Zip Code
18 096 05 009
Parcel ID/Property Tax Identification Number Total Acreage
SHOPPING CENTER
Present Use(s) Present Zoning (Official Zoning Map)
SHOPPING CENTER
Proposed Use(s)

☐ Indicate here if there are more than one subject parcels (attach information accordingly)

Legal description includes: Or: ☒ Indicate here that an exhibit identifying property location is attached.

GEORGIA MILITIA DISTRICT 96497
Subdivision Name Lot # Block #

PROPERTY OWNER

CHUA T. TRAN QUY V. TRAN Q&C CORPORATION
Owner (Person, Firm, Corporation, or Agency) Company Name
[Redacted]
Mailing Address Suite/Apt. # City, State Zip Code
[Redacted]
Primary Phone # Fax # Email Address

PROPERTY OWNER'S AGENT (If applicable; must match applicant contact information on page #1)

ANSTEY BATES - BATES CONSTRUCTION INC.
Name and Company (Owner's Agent or Attorney)
[Redacted]
Mailing Address Suite/Apt. # City, State Zip Code
[Redacted] BATES CONSTRUCTION INC @GMAIL.COM
Primary Phone # Fax # Email Address #

AUTHORIZATION FOR AGENT (If applicable)

Chau Tran 12/16/2024
Owner Signature Date
CHAU THI TRAN
Print Name

Subscribed and sworn before me this 17th





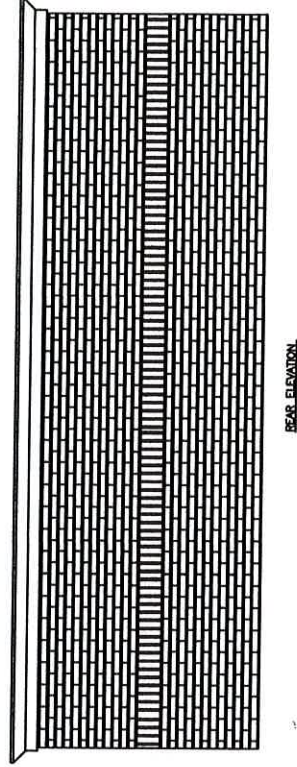
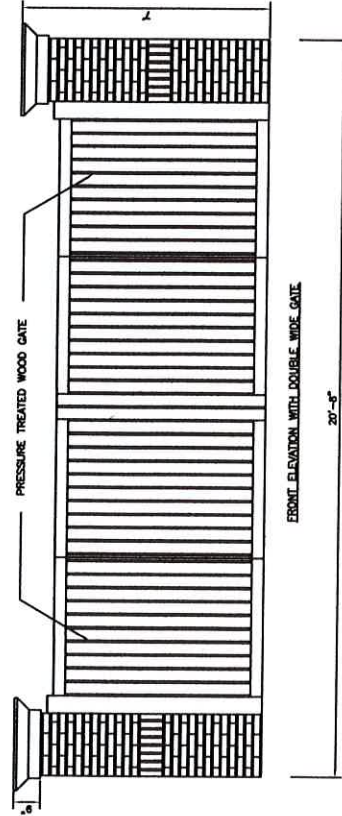
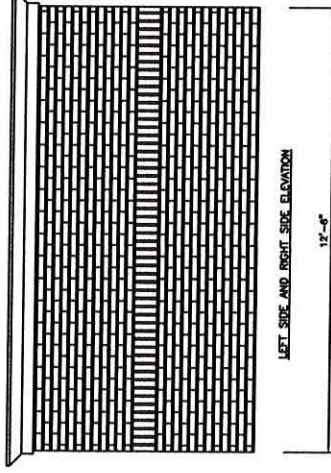
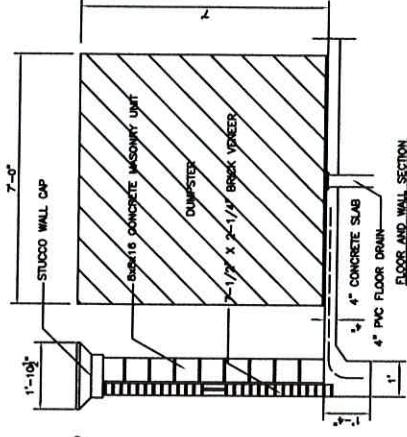
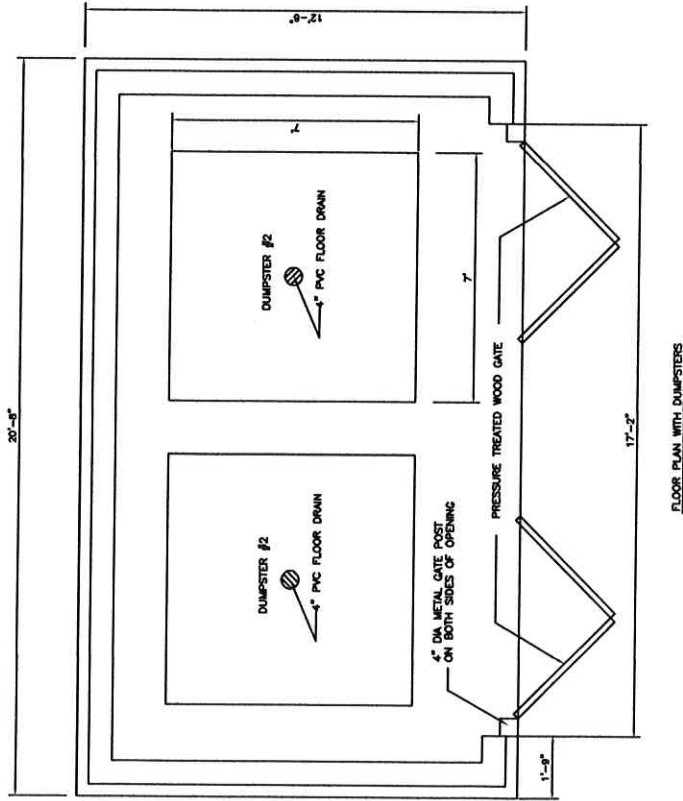
CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

day of 17th, 2024.


Signature of Notary Public in the State of Georgia



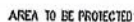


NEW DUMPSTER PAD WITH BRICK ENCLOSURE

ADDRESS: 3651 MARKET STREET CLARKSTON, GA 30021
OWNER: MRS. TRAN

DATE: 09/23/2024
DRAWN BY: A. BATES

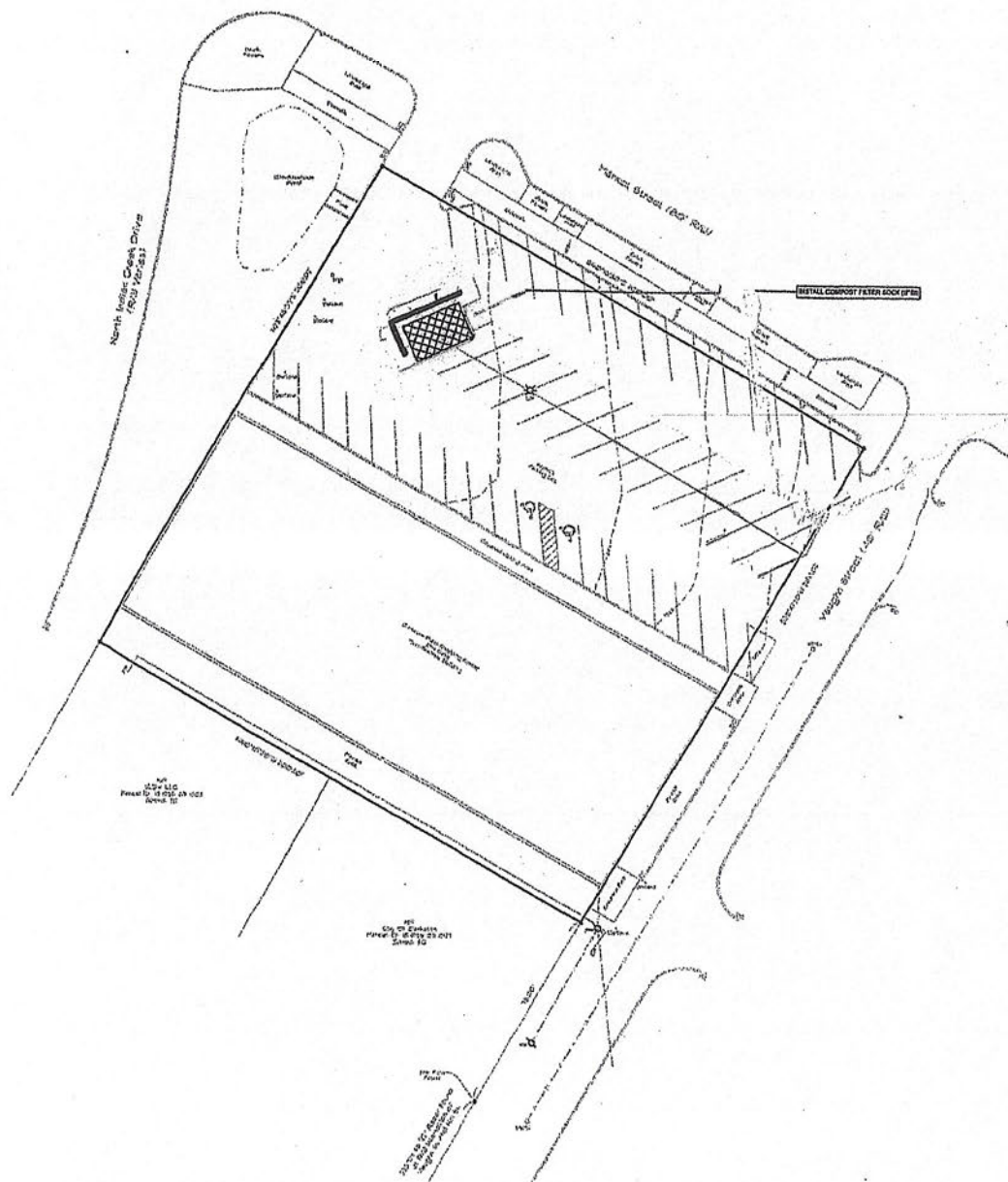
TYPE B COMPOST FILTER SOCK



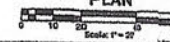
• HEIGHT IS TO BE SHOWN ON THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN

Figure 6-27.3

• **Service to the Nation**



**DEMOLITION PLAN
&
EROSION CONTROL
PLAN**



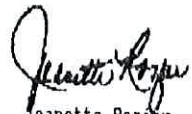
3647 Market Street

Tel: 011 November 2024
 Land Ltr: 93 & 97
 Land District: 122
 Land Section: 177
 City: Charleston
 County: DeKalb
 State: Georgia
 calProject@lambert.com 2024.002

C15.00

Upon recordation return to:

Womble Carlyle Sandridge & Rice, PLLC
1275 Peachtree Street, NE, Suite 700
Atlanta, GA 30309
Attn: D. West


Jeanette Rozier
Clerk of Superior Court DeKalb Cty. Ga.
I solemnly swear that I am the Clerk of Superior Court for DeKalb County, Georgia.

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED (this "Deed") is made as of September 1st, 2000 by VN CORPORATION, a Georgia corporation ("Grantor") in favor of CHAU T. TRAN and QUY V. TRAN, (collectively if more than one, "Grantee"); ("Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed and does hereby grant, bargain, sell, alien, convey, and confirm unto Grantee the property described on Exhibit "A" attached hereto and incorporated herein by this reference, subject to the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD said property forever, with all and singular the rights to the same being, belonging, or in any wise appertaining to only proper use, benefit, and behoof of said Grantee forever in FEE SIMPLE.

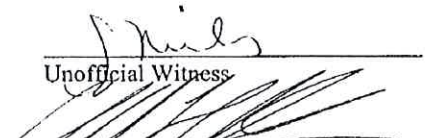
GRANTOR COVENANTS THAT GRANTOR WILL WARRANT and forever defend the right and title to said property unto Grantee against the claims of all persons whomsoever.

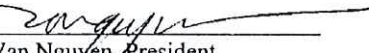
IN WITNESS WHEREOF, this instrument has been executed under seal as of the date set forth above.

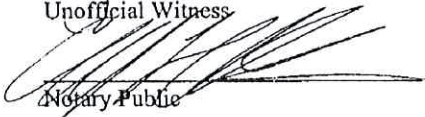
Signed, sealed and delivered
this 1st day of September, 2000,
in the presence of:

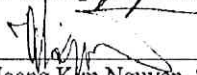
GRANTOR:

VN CORPORATION
a Georgia corporation


Unofficial Witness

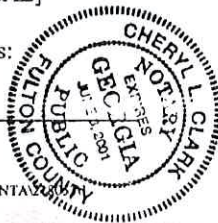
By: 
Chien Van Nguyen, President


Notary Public

Attest: 
Hoang Kim Nguyen, Secretary

[NOTARIAL SEAL]

My Commission Expires:



29678.0097.2::ODMA\PCDOCS\ATLANTA\COUNTY
Rev. September 1, 2000



State of Georgia, DeKalb County,
The undersigned officer of DeKalb Superior Court certifies that this is
a true and correct copy of the original document which is on file and of
record in the Office of the Clerk of Superior Court. Witness my hand
and seal of the Superior Court of DeKalb County Georgia.

This 16th day of December, 2000
Signature: 
Patricia Caldwell
Deputy Clerk, DeKalb County Superior Court
Deed BOOK 11578 PAGE 157-159

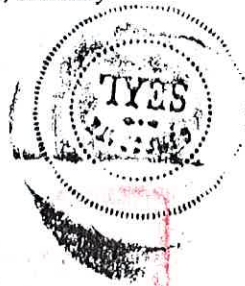


EXHIBIT "A"



All that tract or parcel of land lying and being in Land Lots 96 and 97 of the 18th District, Dekalb County, Georgia, and being more particularly described as follows:

BEGINNING at a nail found at the point of intersection of the southwesterly right-of-way line of Market Street (an 80 foot right-of-way) with the northwesterly right-of-way line of Vaughn Street (a 40 foot right-of-way), such point being the Point of Beginning; thence South 30 degrees 45 minutes 00 seconds West a distance of 200.02 feet to a point and an iron in found; thence North 69 degrees 15 minutes 00 seconds West a distance of 200.30 feet to a point; thence North 30 degrees 50 minutes 09 seconds East a distance of 200.02 feet to a point; thence South 59 degrees 15 minutes 00 seconds East a distance of 200.00 feet to a nail found and the True Point of Beginning, Said tract containing 0.92 acres, all as more particularly described on that certain plat of survey prepared by Benchmark Engineering Corporation for Stanley Pleatman and United Companies Financial Corporation, dated January 3, 1986, and revised and updated on May 9, 1986, and November 25, 1986, said survey being incorporated herein by specific reference.

EXHIBIT "B"



Jeanette Rozier

Clerk of Superior Court Dekalb Cty. Ga.



PERMITTED TITLE EXCEPTION

1. State and County ad valorem taxes and assessments for the year 2000 and subsequent years, not yet due and payable, and those taxes and special assessments which are not shown as existing liens by the public records.
2. Right of Way Easement to Southern Bell Telephone and Telegraph Company, dated December 20, 1983, filed January 17, 1984, and recorded in Deed Book 4904, page 10, Dekalb County, Georgia Records.
3. No certification is afforded as to the exact amount of acreage contained in subject property.

WHITFIELD C. SMITH
CLERK OF SUPERIOR COURT

Name and Post Office Address of Grantor: Ann Properties Inc.
Suite B 22713 1/2 Ventura Blvd.
Woodland Hills, Ga. 91364

File No. _____

Toll Line or Exchange Line tributary to: N/A (Name)
Indian Creek (Exchange)

The Property is bounded where the line enters and leaves this property by the property of:
Public Right-of-Way on the East
and John W. Holcomb on the North

Authority: HE3-0671K Classification: 450

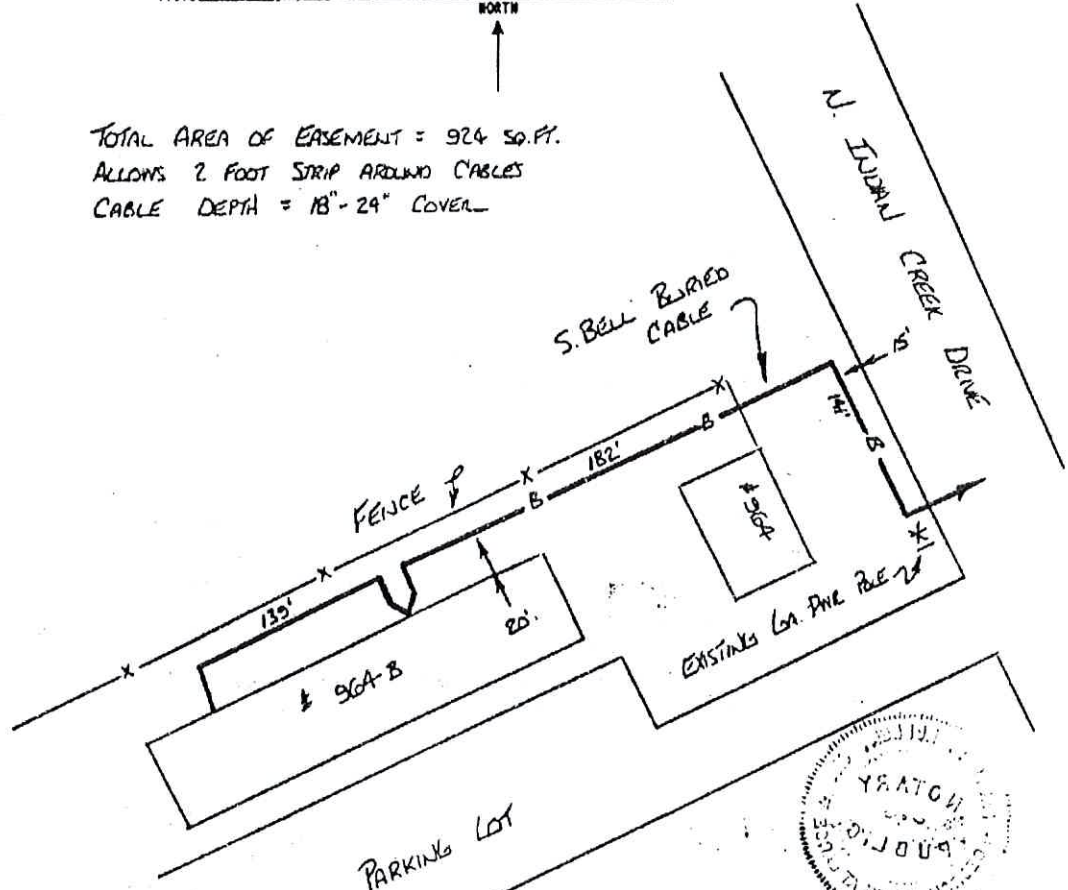
Area: Atlanta

Approved: [Signature]
Segment Manager-Engineering

Title: _____

NORTH
 ↑

TOTAL AREA OF EASEMENT = 924 SQ. FT.
 ALLOWS 2 FOOT STRIP AROUND CABLES
 CABLE DEPTH = 18" - 24" COVER



01 - 1111

BOOK 4904 PAGE 11

Disclosure of Campaign Contributions

Pursuant to OCGA, Section 36-67A-3(a), the following disclosure is mandatory when an applicant or any representative has made campaign contributions aggregating \$250.00 or more to a local government within two (2) years immediately preceding the filing of this application.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government. The following questions **must** be answered:

Have you, the applicant, made \$250.00 or more in campaign contributions to a **local** government official within two years immediately preceding the filing of this application?

Yes ☐ No ☒

If the answer is **yes**, you must file a disclosure report with the governing authority of City of Clarkston showing:

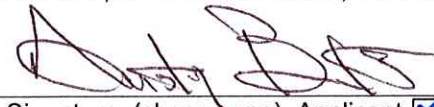
1. The name and official position of the local governing authority in City of Clarkston to whom the campaign contribution was made.

Name and official position of the applicant/representative (Please Print)

2. The dollar amount and description of each campaign contribution made during the two (2) years immediately preceding the filing of this application and the date of each such contribution was made.

Description of Campaign Contribution (Please Print)	\$ Dollar Amount

This disclosure must be filed within ten (10) days after the application is first filed and must be submitted to the City of Clarkston, 3921 Church Street, Clarkston, GA 30021.



Signature (choose one) Applicant ☒ Owner ☐



Notary Signature

11/12/2024
Date



Bates Construction, Inc.

Design. Construction. Project Management.
1101 Cleavemark Drive, Clarkston, GA 30021

Anstey Bates, CEO
Email: BatesConstructionInc@gmail.com
Bates_constructioninc.com

Letter of Intent

Date: December 16, 2024

Project Address: 3647 Market Street

Clarkston, Ga 30021

Owner (s): Chua T. Tran and Quy V. Tran

Project Description:

Demolish and remove an existing concrete dumpster pad and wood enclosure.

Remove approximately 258 square feet of asphalt paving in parking lot.

Excavate, form, and pour approximately 258 square feet of new concrete footing and slab.

Construct approximately forty-eight linear feet of concrete block wall, seven (7) feet high.

Construct approximately forty-eight linear feet of face brick wall, seven (7) feet high.

Install two (2) swing gates approximately seven (7) feet high.

The proposed project is located within the Clarkston Town Center District, the purpose of the project is to provide a required dumpster pad and enclosure for several small businesses within the Clarkston Plaza Shopping Center, located at the above referenced address.

Site Conditions:

There are extraordinary and exceptional conditions pertaining to this property because of its size and shape, and the boundary lines of the property abut the city right of way. There are no other buildable areas on the property except within the parking lot for the placement of the required dumpster pad. Such conditions are peculiar to this property and are not because of the property owner.

Request For Variance:

The property is in compliance with the criteria of Division 3 Sec. 607 – Off -Street Parking Requirements (Minimum # of Spaces) as set forth in the City of Clarkston Zoning Ordinance, Adopted June 5, 2023. There are currently sixty-one parking spaces.

A variance is needed to eliminate four (4) parking spaces for the placement of a concrete dumpster pad and enclosure, twenty feet – 8 inches by twelve feet – 6 inches, approximately two hundred and fifty-eight (258) square feet.

The variance is not a request to permit a structure or use of land not authorized in the applicable district.

The application of the existing zoning ordinance to this piece of property would create an unnecessary hardship and burden on the property owner.

Relief if granted, would not cause substantial detriment to the public good, nor impair the purpose or intent of this zoning ordinance.



CITY COUNCIL

ITEM NO: 8C

CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MARCH 4, 2025

SUBJECT: To consider for approval a Resolution by the Clarkston City Council to Request that the Georgia General Assembly Adjust the Clarkston Municipal Boundaries to Facilitate the Delivery of Municipal Services.

DEPARTMENT: Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
PAGES:

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

PURPOSE: To discuss To Discuss a Resolution by the Clarkston City Council to Request that the Georgia General Assembly Adjust the Clarkston Municipal Boundaries to Facilitate the Delivery of Municipal Services.

NEED/ IMPACT: When the City of Clarkston was incorporated in 1882 it was a railroad stop surrounded by farmland. The original municipal boundaries were described by a radius of one mile from the railroad stop. Over the years, the original land lots in Clarkston have been subdivided into much smaller lots and developed. While the City's boundaries have changed via annexations in some areas, in other areas the original municipal boundary line remains.

Today the places where the original city limits line remains the boundary has become problematic because this curved line does not align with current lot lines. The result is that there are several parcels that pay City taxes and receive municipal services from the City of Clarkston but are not entirely within the City according to the current legal description of the city limits. This situation has created confusion in issues ranging from voter registration and the provision of municipal services, such as the timely dispatch of emergency response services.

This change will not have an impact on taxes paid by any residents, or taxes received by the city or county, and will resolve these issues moving forward.

RECOMMENDATION: XXXXXXXXXXXXXXXXXXXX

DATE

Senator Kim Jackson
Coverdell Legislative Office Building
Atlanta, GA 30334

**RE: City of Clarkston Request to Adjust Municipal Boundaries
to Facilitate Delivery of Municipal Services**

Dear Senator Jackson:

When the City of Clarkston was incorporated in 1882 it was a railroad stop surrounded by farmland. The original municipal boundaries were described by a radius of one mile from the railroad stop. Over the years, the original land lots in Clarkston have been subdivided into much smaller lots and developed. While the City's boundaries have changed via annexations in some areas, in other areas the original municipal boundary line remains.

Today the places where the original city limits line remains the boundary have become problematic because this curved line does not align with current lot lines. The result is that there are several parcels that pay City taxes and receive municipal services from the City of Clarkston but are not entirely within the City according to the current legal description of the city limits. This situation is very concerning to the Clarkston City Council and myself because it may create confusion in the provision of municipal services, particularly emergency response services.

Therefore, I am writing to respectfully request your assistance, and that of the General Assembly and its DeKalb Delegation, to "clean up" the Clarkston municipal boundaries. We seek to include whole parcels in the City to facilitate the delivery of municipal services. I have enclosed a list of twenty-three (23) parcels that currently pay Clarkston ad valorem taxes but are not entirely within the City. I request that the General Assembly pass a local act to bring these parcels entirely within the City of Clarkston.

I anticipate that the Clarkston City Council will adopt a resolution making a formal request to the General Assembly that is consistent with this letter at its next meeting, to be held March 4, 2025.

Thank you for your attention to this matter and please do not hesitate to reach out to me if you have any questions about this request.

Sincerely,

Mayor Beverly H. Burks
City of Clarkston

Proposed List of Parcels for Full Annexation

Parcel #	Parcel ID	Address	Tax District
1	18 066 02 029	854 JOLLY AVE	34
2	18 066 02 030	862 JOLLY AVE	34
3	18 066 02 031	870 JOLLY AVE	34
4	18 067 01 015	890 INDIAN CREEK DR	34
5	18 067 02 002	3801 EAST AVE	34
6	18 067 02 004	3787 EAST AVE	34
7	18 067 03 010	3701 DEBELLE ST	34
8	18 067 03 012	3931 MARKET ST	34
9	18 067 03 013	3925 MARKET ST	34
10	18 067 03 019	881 INDIAN CREEK DR	34
11	18 095 01 042	957 TEXEL LN	34
12	18 095 04 001	954 TEXEL LN	34
13	18 095 04 002	1029 NIELSEN DR	34
14	18 095 04 003	3865 NIELSEN CT	34
15	18 095 09 007	1070 NIELSEN DR	34
16	18 095 09 010	1092 NIELSEN DR	34
17	18 096 27 021	1127 CLEAVEMARK DR	34
18	18 096 27 024	1141 CLEAVEMARK DR	34
19	18 096 27 026	1062 NIELSEN DR	34
20	18 096 27 038	1129 CLEAVEMARK DR	34
21	18 119 08 023	1145 CLEAVEMARK DR	34
22	18 119 08 007	4159 CHURCH ST	34A
23	18 119 08 027	4133 CHURCH ST	34A

cc: Lorraine Cochran-Johnson, DeKalb County CEO
Clarkston City Council Members

RESOLUTION NO. _____

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO REQUEST THAT THE GEORGIA
GENERAL ASSEMBLY ADJUST THE CLARKSTON MUNICIPAL BOUNDARIES TO
FACILITATE THE DELIVERY OF MUNICIPAL SERVICES.**

WHEREAS, when the City of Clarkston was incorporated in 1882 the original municipal boundaries were described by a radius of one mile from a center point; and

WHEREAS, the City's boundaries have changed via annexations in some areas but in other areas the original municipal boundary line remains; and

WHEREAS, today the places where the original city limits line remains the boundary have become problematic because this curved line does not align with current lot lines; and

WHEREAS, as parcels have been subdivided and developed over time, this has resulted in there being several parcels that pay City taxes and receive municipal services from the City of Clarkston but are not entirely within the City according to the current legal description of the city limits; and

WHEREAS, this situation is very concerning to the Clarkston City Council because it may create confusion in the provision of municipal services, particularly emergency response services; and

WHEREAS, the City has identified twenty-three (23) parcels that currently pay Clarkston ad valorem taxes but are not entirely within the City; and

WHEREAS, these parcels are listed on Exhibit A hereto and their locations are depicted on the map attached hereto as Exhibit B; and

WHEREAS, the Clarkston City Council desires to bring these parcels entirely within the City to clarify and facilitate the provision of municipal services; and

WHEREAS, bringing these twenty-seven parcels fully within the City limits will not result in any property owner having to pay any additional tax or a change in voting district for any resident.

NOW THEREFORE, BE IT RESOLVED that the Clarkston City Council does hereby respectfully request that the 2025 Georgia General Assembly act to adjust the City's municipal boundaries by annexing the entirety of each of the twenty-seven parcels identified by the Exhibits hereto into the City of Clarkston.

SO RESOLVED this _____ day of _____, 2025

CLARKSTON CITY COUNCIL

Mayor Beverly H. Burks

ATTEST:

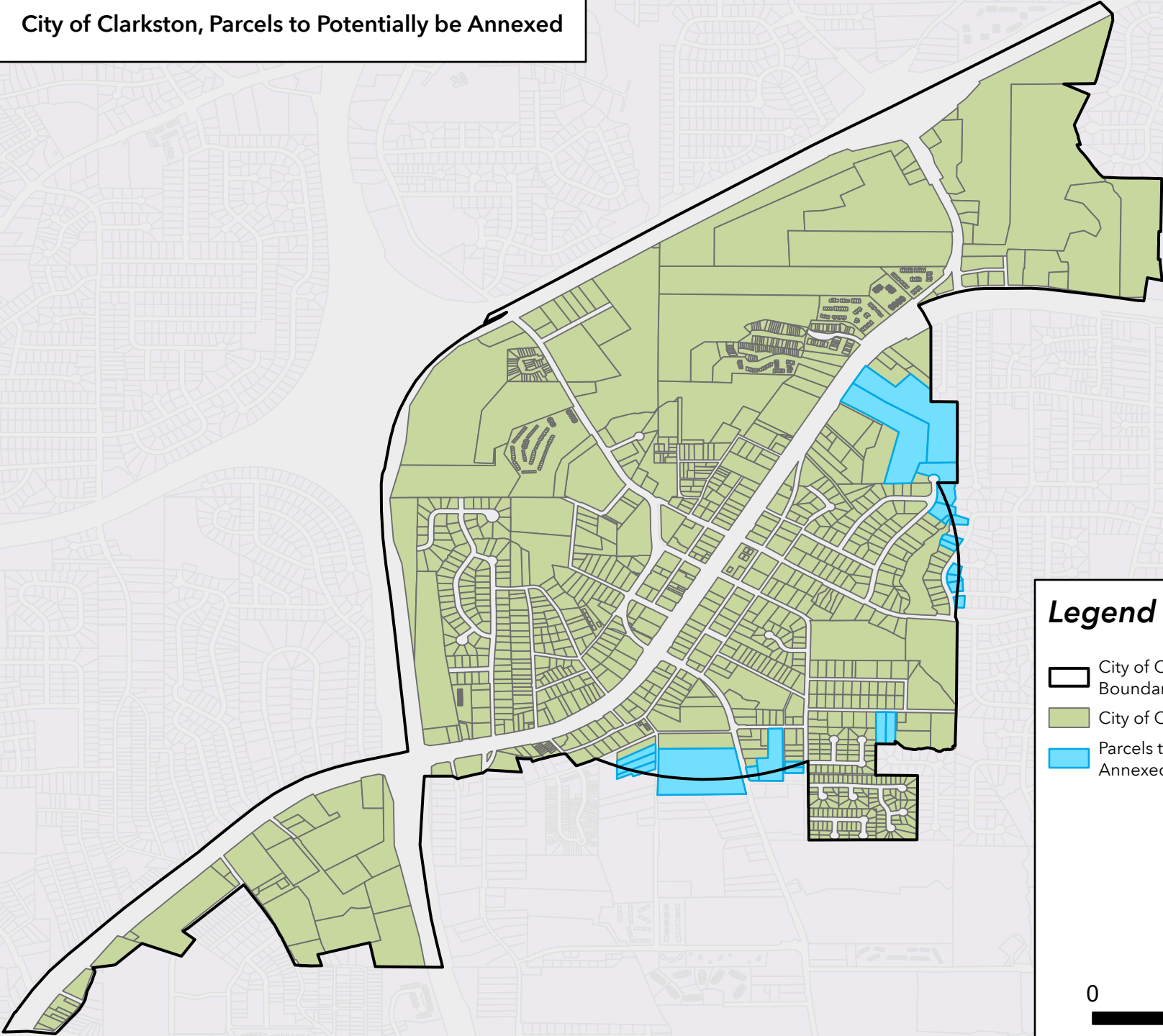
Tomika Mitchell, City Clerk

EXHIBIT A

Parcel #	Parcel ID	Address	Tax District
1	18 066 02 029	854 JOLLY AVE	34
2	18 066 02 030	862 JOLLY AVE	34
3	18 066 02 031	870 JOLLY AVE	34
4	18 067 01 015	890 INDIAN CREEK DR	34
5	18 067 02 002	3801 EAST AVE	34
6	18 067 02 004	3787 EAST AVE	34
7	18 067 03 010	3701 DEBELLE ST	34
8	18 067 03 012	3931 MARKET ST	34
9	18 067 03 013	3925 MARKET ST	34
10	18 067 03 019	881 INDIAN CREEK DR	34
11	18 095 01 042	957 TEXEL LN	34
12	18 095 04 001	954 TEXEL LN	34
13	18 095 04 002	1029 NIELSEN DR	34
14	18 095 04 003	3865 NIELSEN CT	34
15	18 095 09 007	1070 NIELSEN DR	34
16	18 095 09 010	1092 NIELSEN DR	34
17	18 096 27 021	1127 CLEAVEMARK DR	34
18	18 096 27 024	1141 CLEAVEMARK DR	34
19	18 096 27 026	1062 NIELSEN DR	34
20	18 096 27 038	1129 CLEAVEMARK DR	34
21	18 119 08 023	1145 CLEAVEMARK DR	34
22	18 119 08 007	4159 CHURCH ST	34A
23	18 119 08 027	4133 CHURCH ST	34A

EXHIBIT B

City of Clarkston, Parcels to Potentially be Annexed



Legend

-  City of Clarkston Boundary
-  City of Clarkston
-  Parcels to Potentially be Annexed



0 0.25 0.5 Miles



CITY OF CLARKSTON
CITY COUNCIL MEETING

ITEM NO: 8D

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Consider/Approval

MEETING DATE: MARCH 4, 2025

SUBJECT: Consider for approval a resolution to approve the correction of certain erroneous stormwater utility fee assessments by correcting Equivalent Residential Unit calculations for certain commercial and industrial properties.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: YES ☒ NO
Pages: 11

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: Correct erroneous stormwater utility fee assessments for commercial and industrial parcels and to ensure that the Equivalent Residential Unit (ERU) is correctly and fairly applied in accordance with the City's Stormwater Utility Ordinance.

NEED/ IMPACT: The City is reliant on accurate stormwater billings to properly fund the various stormwater outreach, inspection, planning, engineering and infrastructure components included in the city's Stormwater Management Plan (SWMP). The SWMP addresses the requirements outlined in the City's annual MS4 Permit submittal required by the Environmental Protection Division (EPD). Maintenance of the City's stormwater system and correction of deficient stormwater infrastructure are key elements of the MS4 permit. Stormwater maintenance and stormwater infrastructure deficiencies must be corrected to ensure a properly functioning stormwater system and to do so requires full funding of the Stormwater Enterprise Fund.

In 2022 city staff identified potential discrepancies with stormwater billing of several commercial accounts. In 2023 the City commissioned a Stormwater Audit to address this issue. The results of the audit are summarized below.

RECOMMENDATION:

Stormwater Enterprise Fund Background Information:

Stormwater billing is based on the ERU – Equivalent Residential Unit. One (1) ERU is 1500 SF of impervious area. All single family parcels are assigned one (1) ERU for billing purposes. This ERU of 1500 SF is then applied to all non-residential properties. As an example; if a commercial property has 10,000 SF of impervious surface then their ERU would be $10,000/1,500$ or 6.7.

One ERU is \$63.97. This ERU is then multiplied by 6.7 which equates to an annual stormwater fee of \$428.60 for this commercial property.

Analysis of Stormwater Billing Discrepancies:

The 2024 Stormwater Audit identified 1427 developed parcels for stormwater billing.

There are 44 commercial accounts where “overbilling” occurred and 250 accounts that were “under billed”. The annual impact (calculated fees in accordance with the audit minus 2022 billed fees) equates to + \$307,993. The “overbilling” fees decreased on average 38% with a range of 3% to 90%. Of the 250 “under billed” customer accounts, 249 accounts were greater than a 10% increase in stormwater fee. The ranges were from 9% to 1800%.

Based on the audit’s analysis, beginning with the 2025 property tax assessment notices, the stormwater billings for commercial and industrial parcels would increase from the 2022 Billed Fees of \$264,863 to \$574,078.

Staff recommendation is to accept the **Stormwater Audit**.

If Council agrees to the implementing the recommendations in the Stormwater Audit, the following steps would need to occur:

- Communicate with commercial and industrial property owners whose stormwater fee were incorrect. Refer to the attached draft letter. This would need to be mailed to the effected properties in early March
- Hold a minimum of one Public Information Meeting in March or April to address questions from affected property owners
- Update the Billing and Accounting spreadsheet and forward to the city Finance Director who in turn will forward to the County Tax Commissioner by no later than April 15, 2025. The spreadsheet with the affected parcels will be sent via through a link to the County Tax Commissioner.
- Refund the 44 accounts that were over-billed during tax year 2024. This refund will only be applicable to tax year 2024. This refund should occur in the summer of 2025.

It should be noted that no discrepancies were identified with the single family property billing account; as such, no changes will occur.

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE THE CORRECTION OF CERTAIN
ERRONEOUS STORMWATER UTILITY FEE ASSESSMENTS BY
CORRECTING EQUIVALENT RESIDENTIAL UNIT CALCULATIONS
FOR CERTAIN COMMERCIAL AND INDUSTRIAL PROPERTIES.**

WHEREAS, the City has established a stormwater utility fee in order to fund maintenance of the City's stormwater infrastructure, with each single-family home being treated as a single residential unit and commercial and industrial properties being billed based on "equivalent residential units" ("ERUs") based on a formula of one ERU per 1,500 sq/ft of impervious surface; and

WHEREAS, it came to the City's attention in 2022 that some ERUs had been miscalculated, so the City engaged a professional firm to audit the ERU calculations for every commercial and industrial property in the City; and

WHEREAS, this audit revealed 44 commercial accounts where "overbilling" occurred and 250 accounts that were "under billed" due to miscalculation of ERUs; and

WHEREAS, a list of commercial accounts that have been incorrectly billed is attached hereto as Attachment C; and

WHEREAS, the City Council desires to correct these errors and for the identified properties to be billed correctly based on accurate ERU calculations, beginning with year 2025; and

WHEREAS, the City Council desires to provide a credit to accounts that were overbilled in the past but will not "back bill" accounts that were underbilled.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the city manager and city engineer are hereby directed to cause erroneous stormwater billings to be corrected in accordance with this resolution and to promptly communicate accurate ERU calculations to the DeKalb County Tax Commissioner.

BE IT FURTHER RESOLVED that the city manager and city engineer are directed to communicate with the impacted property owners and to hold a public information meeting to explain this correction to them.

SO RESOLVED, this _____ day of _____, 2025.

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

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika Mitchell, City Clerk

Attachment C Increase - Existing Accounts with ERU Discrepancies

Parcel ID	SWU Parcel Categorization	Owner Name	Address	2022 ERUs	ERUs	variance
18 065 03 032	Developed Land not DDU	GLIDEHOME LLC	790 GLENDALE RD	6.36	10.3	3.9
18 065 03 033	Developed Land not DDU	FLOYD SAMUEL D	780 GLENDALE RD	3.91	8.3	4.4
18 065 03 034	Developed Land not DDU	MARTIN SPROCKET GEAR OF GA	3369 CHURCH ST	96.83	174.9	78.1
18 065 03 037	Developed Land not DDU	3255 CHURCH STREET LLC	3255 CHURCH ST	23.04	37.9	14.9
18 065 06 001	Developed Land not DDU	CLARKSTON OWNER LLC	3549 CHURCH ST	0	38.8	38.8
18 065 06 003	Developed Land not DDU	PATTILLO CONSTRUCTION CO INC	3511 CHURCH ST	134.82	264.9	130.1
18 065 06 007	Developed Land not DDU	EASTER SEALS NORTH GEORGIA INC	815 PARK NORTH BLVD	26.54	56.5	30.0
18 065 06 010	Developed Land not DDU	ADIBE ANTHONY	809 PARK NORTH BLVD	5.39	9.8	4.4
18 065 06 011	Developed Land not DDU	KING SULEMAN INVESTMENTS LLC	799 PARK NORTH BLVD	8.9	17.1	8.2
18 065 06 015	Developed Land not DDU	G AND I X INDUSTRIAL GA LLC	736 PARK NORTH BLVD	47.76	116.7	68.9
18 065 06 026	Developed Land not DDU	TRUE CHURCH OF GOD IN CHRIST	679 GLENDALE RD	17.8	54.5	36.7
18 065 06 033	Developed Land not DDU	GLENDALE STATION LLC	733 GLENDALE RD	30.6	70.4	39.8
18 065 06 034	Developed Land not DDU	G AND I X INDUSTRIAL GA LLC	780 PARK NORTH BLVD	46.3	88.4	42.1
18 065 06 035	Developed Land not DDU	G AND I X INDUSTRIAL GA LLC	696 PARK NORTH BLVD	59.1	121.6	62.5
18 065 06 036	Developed Land not DDU	G AND I X INDUSTRIAL GA LLC	735 PARK NORTH BLVD	34.9	75.1	40.2
18 065 06 037	Developed Land not DDU	G AND I X INDUSTRIAL GA LLC	808 PARK NORTH BLVD, UNIT 110	19.5	37.2	17.7
18 065 06 038	Developed Land not DDU	G AND I X INDUSTRIAL GA LLC	675 PARK NORTH BLVD	59.2	120.8	61.6
18 065 06 039	Developed Land not DDU	G AND I X INDUSTRIAL GA LLC	715 PARK NORTH BLVD	45.6	87.5	41.9
18 065 06 040	Developed Land not DDU	G AND I X INDUSTRIAL GA LLC	725 PARK NORTH BLVD	34	66.4	32.4
18 065 06 041	Developed Land not DDU	SPECTRASITE COMMUNICATIONS LLC	799 GLENDALE DR	0	0.2	0.2
18 066 01 013	Developed Land not DDU	PRIME STAR MANAGEMENT LLC	3635 CHURCH ST	18.2	31.7	13.5
18 066 01 026	Developed Land not DDU	AHMAD RAFIQ	3611 CHURCH ST	6.3	14.0	7.7
18 066 02 005	Developed Land not DDU	THREE-C SAC SELF-STORAGE	885 NORTHERN AVE	8.9	35.2	26.3
18 066 02 057	Developed Land not DDU	GOETTING ROBERT CLARKE SR	866 LOVEJOY ST	0	1.1	1.1
18 066 02 059	Developed Land not DDU	DEKALB COUNTY	3687 CHURCH ST	0	2.3	2.3
18 066 02 060	Developed Land not DDU	DEKALB COUNTY	3677 CHURCH ST	1.8	2.2	0.4
18 066 04 002	Developed Land not DDU	FORWARD REALTY INTERNATIONAL GROUP LLC	3729 CHURCH ST	1	5.0	4.0
18 066 04 003	Developed Land not DDU	CARRIAGE OAKS I II AND III LLC	3751 CHURCH ST	4.5	9.1	4.6
18 066 04 006	Developed Land not DDU	S AND M SERVICES LLC	3733 CHURCH ST	3.2	6.5	3.3
18 066 04 007	Developed Land not DDU	CORN JOHN	3715 CHURCH ST	9.59	12.5	2.9
18 066 06 002	Developed Land not DDU	YESHI MART INC	3874 E PONCE DE LEON AVE	6.8	14.8	8.0
18 066 06 004	Developed Land not DDU	DEKALB COUNTY	3888 E PONCE DE LEON AVE	0.5	1.7	1.2
18 066 09 001	Developed Land not DDU	THREE-C SAC SELF-STORAGE	899 NORTHERN AVE	0	0.4	0.4
18 066 10 001	Developed Land not DDU	RIDER TIM E	873 ROWLAND ST	0	4.6	4.6
18 066 15 001	Developed Land not DDU	THOMPSON D S	3713 LOVEJOY ST	0.4	1.0	0.6

Attachment C Increase - Existing Accounts with ERU Discrepancies

Parcel ID	SWU Parcel Categorization	Owner Name	Address	2022 ERUs	ERUs	variance
18 066 15 002	Developed Land not DDU	THOMPSON D S	3687 LOVEJOY ST	0	2.5	2.5
18 067 01 015	Developed Land not DDU	GEORGIA STATE OF	890 N INDIAN CREEK DR	66.95	145.1	78.2
18 067 01 016	Developed Land not DDU	GEORGIA STATE OF	920 N INDIAN CREEK DR	0.4	7.6	7.2
18 067 03 007	Developed Land not DDU	FARGASON MARY B	917 N INDIAN CREEK DR	1	3.0	2.0
18 067 03 010	Developed Land not DDU	FOX TRAIL PROPERTY LLC	3701 DEBELLE ST	30	51.5	21.5
18 067 03 018	Developed Land not DDU	CHANG SUN MIE	927 N INDIAN CREEK DR	4.59	9.0	4.4
18 067 03 020	Developed Land not DDU	AYAT REAL ESTATE LLC	905 N INDIAN CREEK DR	1	3.3	2.3
18 067 03 021	Developed Land not DDU	AYAT REAL ESTATE LLC	887 N INDIAN CREEK DR	2.53	4.7	2.2
18 067 03 022	Detached Dwelling Unit	SYCAMORE PARTNERS LLC	3897 MARKET ST	0	1.0	1.0
18 096 01 001	Developed Land not DDU	FLAT ROCK PRIMITIVE CHURCH	889 MONTREAL RD E	1.02	1.7	0.7
18 096 02 001	Developed Land not DDU	TOWNES AT CLARKSTON CENTRE APARTMENTS LP	1116 SMITH ST SE	0	30.1	30.1
18 096 03 001	Developed Land not DDU	PIRANI PROPERTIES OF GEORGIA LLC	1100 VAUGHAN ST	15.5	28.3	12.8
18 096 03 002	Developed Land not DDU	PREEMPTIVE LOVE COALITION	876 MONTREAL RD E	1.8	6.5	4.7
18 096 03 003	Developed Land not DDU	H & J INVESTMENT REALTY	3652 MARKET ST	4	11.6	7.6
18 096 04 001	Developed Land not DDU	RAINFORD CHALCIA FRANCIS	3660 MARKET ST	1.6	2.5	0.9
18 096 04 002	Developed Land not DDU	DUONG TY CU	3666 MARKET ST	1.8	3.0	1.2
18 096 04 003	Developed Land not DDU	BROOKS ALDEAN	4186 E PONCE DE LEON AVE	1.7	2.5	0.8
18 096 04 004	Developed Land not DDU	BROOKS ALDEAN	4190 E PONCE DE LEON AVE	0.7	1.2	0.5
18 096 04 006	Developed Land not DDU	JOSEPH RAJAN K	4202 E PONCE DE LEON AVE	6.01	11.3	5.3
18 096 04 007	Developed Land not DDU	ALYKHAN SALEEM	1107 VAUGHAN ST	7.36	13.7	6.3
18 096 04 010	Developed Land not DDU	BROOKS ALDEAN	4188 E PONCE DE LEON AVE	1.04	1.5	0.5
18 096 05 001	Developed Land not DDU	PHAN VANESSA K	3596 HILL ST	1	5.4	4.4
18 096 05 003	Developed Land not DDU	SLDV LLC	1131 N INDIAN CREEK DR	2.65	4.4	1.8
18 096 05 004	Developed Land not DDU	TRAN CHAU T	3643 MARKET ST	16.67	29.2	12.5
18 096 05 005	Developed Land not DDU	FAMILY DISCOUNT PORTFOLIO III	1125 N INDIAN CREEK DR	7.5	18.4	10.9
18 096 05 006	Developed Land not DDU	DIXIE ROOF DECKS INC	3600 HILL ST	0.5	0.9	0.4
18 096 06 002	Developed Land not DDU	A AND W AUTO REPAIRS	4130 E PONCE DE LEON AVE	3.9	8.9	5.0
18 096 06 003	Developed Land not DDU	TANGUAY GEORGE R	4138 E PONCE DE LEON AVE	2.5	5.2	2.7
18 096 06 004	Developed Land not DDU	SELAWN INCORPORATED	4142 E PONCE DE LEON AVE	0.7	0.8	0.1
18 096 06 005	Developed Land not DDU	MORRIS CANDLER	4146 E PONCE DE LEON AVE	0.7	1.4	0.7
18 096 06 006	Developed Land not DDU	CHRIST COMMUNITY AME CHURCH	4154 E PONCE DE LEON AVE	6.2	14.9	8.7
18 096 06 008	Developed Land not DDU	CHRIST COMMUNITY AME CHURCH	4162 E PONCE DE LEON AVE	1.3	3.7	2.4
18 096 06 009	Developed Land not DDU	REFUGE COFFEE INC	4170 E PONCE DE LEON AVE	8	14.5	6.5
18 096 06 011	Developed Land not DDU	WALDROP KENNETH	4148 E PONCE DE LEON AVE	0.5	1.4	0.9
18 096 06 013	Developed Land not DDU	ALSAHLANI KOSAY	1049 VAUGHAN ST	0.8	3.2	2.4

Attachment C Increase - Existing Accounts with ERU Discrepancies

Parcel ID	SWU Parcel Categorization	Owner Name	Address	2022 ERUs	ERUs	variance
18 096 08 002	Developed Land not DDU	TOV EQUITY GROUP LLC	3825 CHURCH ST	1	1.6	0.6
18 096 09 010	Developed Land not DDU	MAJESTIC INDIAN CREEK LLC	928 N INDIAN CREEK DR	52	89.8	37.8
18 096 09 011	Developed Land not DDU	CLARKSTON DG LLC	980 N INDIAN CREEK DR	9.37	16.5	7.1
18 096 09 012	Developed Land not DDU	CLARKSTON DG LLC	980 N INDIAN CREEK DR	0	2.0	2.0
18 096 09 016	Developed Land not DDU	NGUYEN HA THU THI	1000 N INDIAN CREEK DR	1.4	7.5	6.1
18 096 10 004	Developed Land not DDU	MOODY ANTONIO	997 N INDIAN CREEK DR	1	2.4	1.4
18 096 11 003	Developed Land not DDU	DEKALB BOARD OF EDUCATION	955 N INDIAN CREEK DR	31.8	48.3	16.5
18 096 11 008	Developed Land not DDU	P G PROPERTIES 945 LLC	945 N INDIAN CREEK DR	1	6.8	5.8
18 096 11 009	Developed Land not DDU	GOLD STAR INTERNATIONAL INC	935 N INDIAN CREEK DR	3.8	9.4	5.6
18 096 11 011	Developed Land not DDU	MALEDE LEAKE	3696 DEBELLE ST	1	2.1	1.1
18 096 11 015	Developed Land not DDU	DEKALB COUNTY	951 N INDIAN CREEK DR	9.4	18.3	8.9
18 096 13 001	Developed Land not DDU	DOYLE JAMES W	3731 NORMAN RD	4	7.4	3.4
18 096 13 007	Developed Land not DDU	CITY OF CLARKSTON	3790 MARKET ST	0.7	2.0	1.3
18 096 13 020	Developed Land not DDU	CLARKSTON CITY OF	3840 POPLAR DR	7.2	17.2	10.0
18 096 13 023	Developed Land not DDU	CLARKSTON CITY OF	3831 EAST AVE	19	50.3	31.3
18 096 14 041	Detached Dwelling Unit	LINDSEY SEAN RICHARD	3743 CARROLL PARK DR	0	1.0	1.0
18 096 14 044	Detached Dwelling Unit	SCOTT DANIEL JR LIVING TRUST	3724 CARROLL PARK DR	0	1.0	1.0
18 096 14 045	Detached Dwelling Unit	SANDS ROBYN LYNN ANDERSON	3730 CARROLL PARK DR	0	1.0	1.0
18 096 14 047	Detached Dwelling Unit	PEARSON CHAD	3738 CARROLL PARK DR	0	1.0	1.0
18 096 15 003	Developed Land not DDU	CLARKSTON UNITED METHODIST	1019 ROWLAND ST	10.5	18.8	8.3
18 096 15 004	Developed Land not DDU	NORTH AMERICAN MISSION BOARD OF THE	1011 ROWLAND ST	7.1	9.9	2.8
18 096 15 005	Developed Land not DDU	NORTH AMERICAN MISSION BOARD OF THE	993 ROWLAND ST	7.1	10.0	2.9
18 096 15 006	Developed Land not DDU	CLARKSTON BAPTIST CHURCH	1001 ROWLAND ST	6.9	10.7	3.8
18 096 16 002	Developed Land not DDU	CLARKSTON CITY OF	3921 CHURCH ST	6.4	16.7	10.3
18 096 16 003	Developed Land not DDU	NORTH AMERICAN MISSION BOARD OF THE	1000 ROWLAND ST	8.3	18.7	10.4
18 096 16 004	Developed Land not DDU	CLARKSTON FIRST METHODIST CHUR	3919 CHURCH ST	4.5	6.6	2.1
18 096 16 006	Developed Land not DDU	NORTH AMERICAN MISSION BOARD OF THE	972 ROWLAND ST	1	16.3	15.3
18 096 16 008	Developed Land not DDU	NORTH AMERICAN MISSION BOARD OF THE	966 ROWLAND ST	1	2.1	1.1
18 096 16 009	Developed Land not DDU	NORTH AMERICAN MISSION BOARD OF THE	960 ROWLAND ST	1	7.3	6.3
18 096 17 002	Developed Land not DDU	FIRST HOME PROPERTY INC	3704 MARKET ST	2.2	4.0	1.8
18 096 17 008	Developed Land not DDU	HARRISON CALVERT W	3700 MARKET ST, UNIT A	1.3	1.8	0.5
18 096 18 002	Developed Land not DDU	CITY OF CLARKSTON	1055 ROWLAND ST	1	3.9	2.9
18 096 20 002	Developed Land not DDU	CLARKSTON FIRST BAPTIST CHURCH INC	3714 NORMAN RD	9.3	20.0	10.7
18 096 21 001	Developed Land not DDU	CLARKSTON FIRST BAPTIST CHURCH INC	3999 CHURCH ST	4.2	9.4	5.2
18 096 21 002	Developed Land not DDU	CLARKSTON FIRST BAPTIST CHURCH INC	3993 CHURCH ST	6.9	15.9	9.0

Attachment C Increase - Existing Accounts with ERU Discrepancies

Parcel ID	SWU Parcel Categorization	Owner Name	Address	2022 ERUs	ERUs	variance
18 096 21 004	Developed Land not DDU	CLARKSTON FIRST BAPTIST CHURCH INC	3983 CHURCH ST	2.6	5.6	3.0
18 096 21 005	Developed Land not DDU	ZEE SHAN ENTERPRISES UNLIMITED	3973 CHURCH ST	4.3	9.5	5.2
18 096 22 001	Developed Land not DDU	BROCK JANICE B	4222 E PONCE DE LEON AVE	4	7.2	3.2
18 096 22 002	Developed Land not DDU	FANNY AND KESHA LLC	4228 E PONCE DE LEON AVE	2.9	9.1	6.2
18 096 22 003	Developed Land not DDU	FANNY AND KESHA LLC	4232 E PONCE DE LEON AVE	2.4	4.5	2.1
18 096 22 004	Developed Land not DDU	SINGLETARY RONALD L	4238 E PONCE DE LEON AVE	3.3	7.2	3.9
18 096 22 005	Developed Land not DDU	INJURY 2 WELLNESS CENTERS P C	4244 E PONCE DE LEON AVE	2.7	5.3	2.6
18 096 23 005	Detached Dwelling Unit	KATEMA TEFANKEIL SOLOMON	1132 VAUGHAN ST	0	1.0	1.0
18 096 25 003	Detached Dwelling Unit	ATLANTA LEGACY HOLDINGS LLC	1108 ROGERS ST	0	1.0	1.0
18 097 01 001	Developed Land not DDU	HIGHLAND VILLAGE 2014 LLC	3890 E PONCE DE LEON AVE	67	132.2	65.2
18 097 01 002	Developed Land not DDU	PHMP KRISH LLC	3906 E PONCE DE LEON AVE	8	15.0	7.0
18 097 01 123	Developed Land not DDU	ABAI LIQUOR STORES INC	3902 E PONCE DE LEON AVE	6.7	7.5	0.8
18 097 01 124	Developed Land not DDU	MLNL INC	3900 E PONCE DE LEON AVE	5.2	10.4	5.2
18 097 02 027	Developed Land not DDU	TESFA PROPERTIES LLC	1098 JOLLY AVE	0.5	2.6	2.1
18 097 02 028	Developed Land not DDU	TESFA PROPERTIES LLC	1096 JOLLY AVE	0.5	2.8	2.3
18 097 02 029	Developed Land not DDU	HMW ENTERPRISE LLC	1094 JOLLY AVE	0.5	2.5	2.0
18 097 02 030	Developed Land not DDU	TAFFESE DADIMOS K	1092 JOLLY AVE	0.5	2.3	1.8
18 097 02 031	Developed Land not DDU	GEMEGHU ASTER	1090 JOLLY AVE	0.5	3.1	2.6
18 097 02 032	Developed Land not DDU	TESFAGABER HADISH	1088 JOLLY AVE	0.5	3.3	2.8
18 097 02 033	Developed Land not DDU	TEMELSO ASGEDOM	1086 JOLLY AVE	0.5	3.3	2.8
18 097 02 034	Developed Land not DDU	AMBAYE ASFAW	1084 JOLLY AVE	0.5	2.9	2.4
18 097 03 010	Developed Land not DDU	LADERA LLC	959 PECAN ST	3	6.5	3.5
18 097 03 017	Detached Dwelling Unit	LICKAY AARON J	3520 ORCHARD ST	0	1.0	1.0
18 097 04 007	Developed Land not DDU	TRILLIUM CUSTOM UPHOLSTERY INC	3968 E PONCE DE LEON AVE	1	5.2	4.2
18 097 04 008	Developed Land not DDU	SUDDETH RAYMOND A	3978 E PONCE DE LEON AVE	1	11.2	10.2
18 097 04 010	Developed Land not DDU	GRACE FELLOWSHIP CHURCH INC	3996 E PONCE DE LEON AVE	1	7.2	6.2
18 097 04 011	Developed Land not DDU	GRACE FELLOWSHIP CHURCH INC	4002 E PONCE DE LEON AVE	1	8.1	7.1
18 097 04 012	Developed Land not DDU	DAWIT FINANCIAL INC	4008 E PONCE DE LEON AVE	1	4.7	3.7
18 097 04 013	Developed Land not DDU	DAWIT ACCOUNTING AND TAX SERVICES LLC	4012 E PONCE DE LEON AVE	1	4.2	3.2
18 097 04 014	Developed Land not DDU	DAWIT ACCOUNTING AND TAX SERVICES LLC	4016 E PONCE DE LEON AVE	1	4.1	3.1
18 097 04 015	Developed Land not DDU	DAWIT ACCOUNTING AND TAX SERVICES LLC	4020 E PONCE DE LEON AVE	1	3.4	2.4
18 097 05 004	Developed Land not DDU	AMANI WOMEN CENTER INC	3777 CHURCH ST	1	2.3	1.3
18 097 06 001	Developed Land not DDU	PG PROPERTIES 4036 LLC	4036 E PONCE DE LEON AVE	1	13.0	12.0
18 097 07 001	Developed Land not DDU	CLARKSTON PROPERTY LLC	916 MONTREAL RD E	56.1	123.0	66.9
18 097 07 016	Developed Land not DDU	TESFA PROPERTIES LLC	1144 N INDIAN CREEK DR	0.4	4.5	4.1

Attachment C Increase - Existing Accounts with ERU Discrepancies

Parcel ID	SWU Parcel Categorization	Owner Name	Address	2022 ERUs	ERUs	variance
18 097 07 020	Developed Land not DDU	TESFA PROPERTIES LLC	1152 N INDIAN CREEK DR	4.4	6.6	2.2
18 097 07 022	Developed Land not DDU	THREE-B SAC SELF-STORAGE	3605 SAMS RD	11	33.1	22.1
18 097 07 023	Developed Land not DDU	FIRST ATLANTA COMPANIES INC	932 MONTREAL RD E	6.4	11.7	5.3
18 097 10 008	Developed Land not DDU	MELA ENTERPRISE LLC	3924 E PONCE DE LEON AVE	4.05	7.4	3.4
18 097 10 009	Developed Land not DDU	MPP INVESTMENTS INC	3930 E PONCE DE LEON AVE	5.08	6.6	1.5
18 097 10 010	Developed Land not DDU	LAM SON HOANG	3938 E PONCE DE LEON AVE	1.2	4.5	3.3
18 097 10 054	Developed Land not DDU	WRIGHT WENDELL	3952 E PONCE DE LEON AVE	0.4	2.0	1.6
18 097 10 055	Developed Land not DDU	WRIGHT WENDELL	3948 E PONCE DE LEON AVE	0.8	1.6	0.8
18 097 10 056	Developed Land not DDU	LAM SON HOANG	3934 E PONCE DE LEON AVE	1.81	6.1	4.3
18 097 11 045	Developed Land not DDU	WG SMITH STREET LLC	1000 SMITH ST SE	10	16.9	6.9
18 097 11 056	Developed Land not DDU	PEACHTREE TRACE PARTNERS LLC	3519 HILL ST	45.5	93.1	47.6
18 097 11 125	Developed Land not DDU	RIVARDO LLC	982 SMITH ST, COMM	0	12.0	12.0
18 097 12 001	Developed Land not DDU	DEKALB COUNTY	971 N INDIAN CREEK DR	0	0.7	0.7
18 097 12 012	Developed Land not DDU	PHILLIPS SEABROOK AND WILSON	4112 E PONCE DE LEON AVE	9.5	24.5	15.0
18 097 12 013	Developed Land not DDU	HUYNH MINH-THO	3603 HILL ST	1	3.2	2.2
18 097 12 025	Developed Land not DDU	JSD REALTY LLC	4122 E PONCE DE LEON AVE	15.2	25.7	10.5
18 097 13 001	Developed Land not DDU	LACARRE HOMEOWNERS ASSOC INC	914 MELL AVE	0	24.0	24.0
18 118 01 008	Developed Land not DDU	RTO MONTREAL ROAD APARTMENTS	1108 MONTREAL RD E	148	315.6	167.6
18 118 01 009	Developed Land not DDU	1000 MONTREAL RD PCPRE LLC	1000 MONTREAL RD E	100	198.8	98.8
18 118 01 011	Developed Land not DDU	1000 MONTREAL RD PCPRE LLC	976 MONTREAL RD E	45	131.3	86.3
18 118 01 013	Developed Land not DDU	AVALON ON MONTREAL LLC	1086 MONTREAL RD E	84	207.2	123.2
18 118 03 003	Developed Land not DDU	GEORGIA STATE OF	1085 MONTREAL RD E	43	87.1	44.1
18 118 03 004	Developed Land not DDU	A ALI INVESTMENT COMPANY	1051 MONTREAL RD E	6.57	16.3	9.7
18 118 03 006	Developed Land not DDU	NORTHLAKE VETERINARY	935 MONTREAL RD E	4.4	9.5	5.1
18 118 03 007	Developed Land not DDU	TEAFORD ENTERPRISES,LLC	911 MONTREAL RD E	10.8	23.8	13.0
18 118 03 011	Developed Land not DDU	ACT UNLIMITED INC	3542 CLARKSTON INDUSTRIAL BLVD	4.3	7.2	2.9
18 118 03 012	Developed Land not DDU	DEBRE BISRATE SAINT GABRIEL	3518 CLARKSTON INDUSTRIAL BLVD	18	40.8	22.8
18 118 03 013	Developed Land not DDU	COPELAND PETER D	989 MONTREAL RD E	2.4	5.0	2.6
18 118 03 014	Developed Land not DDU	CC CLARKSTON LLC	3600 MONTREAL CREEK CIR	178	414.6	236.6
18 118 03 015	Developed Land not DDU	HALAL HOUSE INC	953 MONTREAL RD E	4.8	13.1	8.3
18 118 03 016	Developed Land not DDU	MONTREAL PROPERTIES B AND D LLC	1109 MONTREAL RD E	6.2	10.7	4.5
18 118 03 017	Developed Land not DDU	UNITED STATES POSTAL SERVICE	977 MONTREAL RD E	9.05	19.0	10.0
18 118 03 018	Developed Land not DDU	DEBRE BISRATE SAINT GABRIEL	1121 MONTREAL RD E	13.3	28.1	14.8
18 118 03 019	Developed Land not DDU	ACT UNLIMITED INC	3534 CLARKSTON INDUSTRIAL BLVD	3	11.8	8.8
18 118 03 020	Developed Land not DDU	HOUSING AUTHORITY OF	3543 CLARKSTON INDUSTRIAL BLVD	0	55.3	55.3

Attachment C Increase - Existing Accounts with ERU Discrepancies

Parcel ID	SWU Parcel Categorization	Owner Name	Address	2022 ERUs	ERUs	variance
18 118 03 021	Developed Land not DDU	CI GROWTH 212 LLC	3550 CLARKSTON INDUSTRIAL BLVD	16.4	33.7	17.3
18 118 03 023	Developed Land not DDU	REED SHIRLEY	927 MONTREAL RD E	0.9	5.5	4.6
18 118 03 024	Developed Land not DDU	LEBELTRAN HOLDINGS LLC	3544 CLARKSTON INDUSTRIAL BLVD	9.8	10.7	0.9
18 118 03 025	Developed Land not DDU	GEORGIA MUNICIPAL ASSOCIATION	3620 MONTREAL CREEK CT	0	9.6	9.6
18 118 03 027	Developed Land not DDU	WORK OVER TIME HOLDINGS LLC	3600 MONTREAL CREEK CT	0.7	4.2	3.5
18 118 07 001	Developed Land not DDU	PLANTATION CONDOMINIUM ASSOCIA	1020 MONTREAL RD E	0	72.4	72.4
18 118 08 001	Developed Land not DDU	WILSON JAMES O JR	1096 MONTREAL RD E	0	23.0	23.0
18 119 01 015	Developed Land not DDU	DENBEL AMSSALE	4312 E PONCE DE LEON AVE	1	3.9	2.9
18 119 01 018	Developed Land not DDU	URBAN REDEVELOPMENT AGENCY	4380 E PONCE DE LEON AVE	0	10.7	10.7
18 119 01 019	Developed Land not DDU	ENVISION ATLANTA INC	4392 E PONCE DE LEON AVE	3.9	4.4	0.5
18 119 01 020	Developed Land not DDU	DENBEL AMSSALE	4320 E PONCE DE LEON AVE	1	3.7	2.7
18 119 01 021	Developed Land not DDU	NELKIN RENTAL HOUSES LLC	4416 E PONCE DE LEON AVE	1	4.8	3.8
18 119 01 022	Developed Land not DDU	OREI WILDCREEK PROPERTY OWNER LLC	1301 WILD CIR	121	234.0	113.0
18 119 01 027	Developed Land not DDU	FB BIRCH RUN LLC	1204 BROCKETT RD	104	219.7	115.7
18 119 01 034	Developed Land not DDU	CARRIAGE OAKS I II & III LLC	4328 E PONCE DE LEON AVE	40	85.0	45.0
18 119 01 040	Developed Land not DDU	URBAN REDEVELOPMENT AGENCY	1220 SMITH ST	4.1	19.1	15.0
18 119 04 001	Developed Land not DDU	MEKANE SELAM ST MICHAEL THE	1146 SMITH ST	0.9	2.5	1.6
18 119 05 001	Developed Land not DDU	CLARKSTON CITY OF	1179 SMITH ST SE	0	0.1	0.1
18 119 05 010	Developed Land not DDU	MLI TS CLARKSTON LLC	1160 VAUGHAN ST	0	4.1	4.1
18 119 05 011	Developed Land not DDU	DEGEFE ENANU	4260 E PONCE DE LEON AVE	1	9.6	8.6
18 119 05 012	Developed Land not DDU	DEGEFE TUTU	4266 E PONCE DE LEON AVE	1	6.0	5.0
18 119 05 013	Developed Land not DDU	4282 AND 4328 E PONCE DE LEON AVENUE LLC	4282 E PONCE DE LEON AVE	26	55.8	29.8
18 119 05 015	Developed Land not DDU	KASSA WORKNESH	4300 E PONCE DE LEON AVE	0.7	2.0	1.3
18 119 05 020	Detached Dwelling Unit	GRIMLEY SUSAN M	1190 VAUGHAN ST	0	1.0	1.0
18 119 05 021	Detached Dwelling Unit	SLATKIN RACHEL	1186 VAUGHAN ST	0	1.0	1.0
18 119 05 022	Detached Dwelling Unit	JOHNSTON WILLIAM N	1182 VAUGHAN ST	0	1.0	1.0
18 119 05 023	Detached Dwelling Unit	TWANDA DANI	1178 VAUGHAN ST	0	1.0	1.0
18 119 05 024	Detached Dwelling Unit	JURADO MARIA	1174 VAUGHAN ST	0	1.0	1.0
18 119 05 025	Detached Dwelling Unit	SMITH RASHAUN	1170 VAUGHAN ST	0	1.0	1.0
18 119 05 026	Detached Dwelling Unit	JANTO ABIGAIL NICOLE	1166 VAUGHAN ST	0	1.0	1.0
18 119 05 027	Detached Dwelling Unit	PASENOW RICHARD	1162 VAUGHAN ST	0	1.0	1.0
18 119 06 001	Developed Land not DDU	AMASON JOHN B	4039 CHURCH ST	3.2	5.0	1.8
18 119 06 002	Developed Land not DDU	CLARKSTON FIRST BAPTIST CHURCH INC	4007 CHURCH ST	10.8	16.7	5.9
18 119 06 003	Developed Land not DDU	CLARKSTON FIRST BAPTIST CHURCH INC	4023 CHURCH ST	1.3	6.5	5.2
18 119 08 004	Developed Land not DDU	CARRIAGE OAKS I II AND III LLC	4211 ERSKINE RD	22.5	45.9	23.4

Attachment C Increase - Existing Accounts with ERU Discrepancies

Parcel ID	SWU Parcel Categorization	Owner Name	Address	2022 ERUs	ERUs	variance
18 119 08 007	Developed Land not DDU	ENGLISH OAKS PARTNERS LLC	4159 CHURCH ST	60	138.6	78.6
18 119 08 010	Developed Land not DDU	IGLESIA ASAMBLEAS DEL PRINCIPE	4113 CHURCH ST	12.2	25.1	12.9
18 119 08 027	Developed Land not DDU	ENGLISH OAKS PARTNERS LLC	4133 CHURCH ST	106	127.8	21.8
18 119 09 001	Developed Land not DDU	BROCKETT TRIANGLE ENTERPRISES	4524 E PONCE DE LEON AVE	7	20.2	13.2
18 119 09 004	Developed Land not DDU	BROCKETT TRIANGLE ENTERPRISES	4514 E PONCE DE LEON AVE	0	1.7	1.7
18 119 10 001	Developed Land not DDU	TREE CREEK CONDOMINIUM ASSOC	3760 TREE CREEK LN, POOL	0	41.9	41.9
18 119 10 070	Developed Land not DDU	HOMES OF WETHERBURN ESTATES	4416 E PONCE DE LEON AVE	3.7	13.1	9.4
18 119 10 071	Developed Land not DDU	HOMES OF WETHERBURN ESTATES	4430 E PONCE DE LEON AVE	12.1	14.8	2.7
18 119 11 001	Developed Land not DDU	CREEKSTONE IRVCO INC	4301 E PONCE DE LEON AVE	0	55.6	55.6
18 119 11 070	Developed Land not DDU	TOWNHOMES OF CREEKSTONE ASSOCI	3658 COBBLE MILL LN, SIDE	0	11.6	11.6
18 119 11 078	Developed Land not DDU	TOWNHOMES OF CREEKSTONE ASSOCI	3602 COBBLE MILL LN, COMM	0	4.2	4.2
18 119 12 001	Developed Land not DDU	AMERICAN REALTY ENTERPRISES	4501 BROCKETT RD	0	24.5	24.5
18 119 13 001	Developed Land not DDU	HOMES OF WETHERBURN ESTATES	3721 WATERFORD PL	7.3	21.2	13.9
18 119 14 011	Developed Land not DDU	MCCAR DEVELOPMENT CORP	3719 PRESCOTT RIDGE CIR	7.5	16.1	8.6
18 142 01 001	Developed Land not DDU	CLARKSTON PARTNERS LLC	1391 POST OAK DR	190	469.5	279.5
18 142 01 002	Developed Land not DDU	BECERRA FAMILY TRUST THE	1303 BROCKETT RD	5.8	11.7	5.9
18 142 01 004	Developed Land not DDU	LANSKY PARTNERSHIP L P	4600 PONCE DE LEON AVE NE	45.8	90.4	44.6
18 142 01 013	Developed Land not DDU	SILVER OAK APARTMENTS LP	1281 BROCKETT RD	117	460.2	343.2
18 142 01 086	Developed Land not DDU	HOUSING AUTHORITY OF DEKALB	4692 E PONCE DE LEON AVE	16.4	155.4	139.0
18 142 01 089	Developed Land not DDU	URBAN RETAIL LLC	4540 E PONCE DE LEON AVE	8.6	15.9	7.3
18 142 01 092	Developed Land not DDU	ALI SHAH PROPERTIES LLC	1307 BROCKETT RD	7.3	14.6	7.3
18 142 01 097	Developed Land not DDU	LANSKY MURRAY	1295 BROCKETT RD	6.1	14.9	8.8
18 142 01 098	Developed Land not DDU	DEKALB COUNTY	1265 BROCKETT RD	10.2	22.7	12.5
18 142 01 101	Developed Land not DDU	LANSKY LLC	4616 E PONCE DE LEON AVE	11.7	21.0	9.3
18 142 01 103	Developed Land not DDU	HENRICO MK LLC	4556 E PONCE DE LEON AVE	2	19.7	17.7
18 142 01 104	Developed Land not DDU	LANSKY PARTNERSHIP L P	4570 E PONCE DE LEON AVE	15.8	35.2	19.4
18 142 01 107	Developed Land not DDU	BIG JOHNS CARWASH INC	4554 E PONCE DE LEON AVE	4.8	10.7	5.9
18 142 01 111	Developed Land not DDU	SAGE POINT INVESTMENTS LLC	4650 E PONCE DE LEON AVE	0	206.9	206.9
18 143 02 001	Developed Land not DDU	YND INC	1329 BROCKETT RD	54.9	108.6	53.7
18 143 02 003	Developed Land not DDU	YND INC	1381 BROCKETT RD	9.6	16.9	7.3
18 143 08 004	Developed Land not DDU	SPRINGDALE GLEN OWNER LLC	3800 BROCKETT TRL, OFC	138	269.6	131.6
18 143 08 005	Developed Land not DDU	PORTOFINO OWNER LLC	1284 BROCKETT RD	117	260.6	143.6
18 143 08 008	Developed Land not DDU	JAMAR PROPERTIES INC L B WAL	1382 BROCKETT RD	11.8	18.7	6.9
18 143 08 009	Developed Land not DDU	HART FAMILY CITY PROPERTIES LP	1362 BROCKETT RD	5.3	8.1	2.8
18 143 08 011	Developed Land not DDU	BANADIR AUTO BROKERS LLC	1352 BROCKETT RD	4.2	8.4	4.2

Attachment C Decrease - Existing Accounts with ERU Discrepancies

Parcel ID	SWU Parcel Categorization	Owner Name	Address	2022 ERUs	ERUs	variance
18 047 34 001	Developed Land not DDU	ALLSOUTH LANDSCAPING GROUP	616 WOODLAND AVE	16.41	8.1	-8.3
18 065 03 036	Developed Land not DDU	GIRMAZGI TEKLEHAIMANOT	3291 CHURCH ST	5.79	4.1	-1.7
18 065 06 031	Developed Land not DDU	GRBK CHURCH STREET LLC	3220 ALLGOOD LN	46	21.2	-24.8
18 065 06 042	Developed Land not DDU	GARGIULO JOSEPH	795 GLENDALE DR	12.05	11.7	-0.4
18 066 04 001	Developed Land not DDU	JOHN CORN ENTERPRISES INC	3707 CHURCH ST	8.92	4.3	-4.6
18 096 04 008	Developed Land not DDU	DUONG TY CU	1087 VAUGHAN ST	1.75	0.9	-0.9
18 096 04 009	Developed Land not DDU	BROOKS ALDEAN	1095 VAUGHAN ST	5.34	4.1	-1.2
18 096 06 012	Developed Land not DDU	GIBSON JACK	4144 E PONCE DE LEON AVE	1.3	1.1	-0.2
18 096 09 017	Developed Land not DDU	CARRIAGE OAKS PROPERTIES INC	964 N INDIAN CREEK DR	107	16.5	-90.5
18 096 11 002	Developed Land not DDU	DEKALB BOARD OF EDUCATION	3735 COLLEGE AVE	0.5	0.2	-0.3
18 096 16 001	Developed Land not DDU	CLARKSTON CITY OF	3913 CHURCH ST	3.3	2.2	-1.1
18 096 16 005	Developed Land not DDU	CLARKSTON INTERNATIONAL BIBLE	980 ROWLAND ST	10.44	8.0	-2.4
18 096 17 009	Developed Land not DDU	EGBUNA SOMTO	3700 MARKET ST, UNIT B	2	1.7	-0.3
18 096 17 010	Developed Land not DDU	GREATER ATLANTA FAMILY	3700 MARKET ST, UNIT C	2.3	1.8	-0.5
18 096 17 011	Developed Land not DDU	MARISHKHALING LLC	3700 MARKET ST, UNIT D	2	1.8	-0.2
18 096 17 012	Developed Land not DDU	LASTING LEGACY ENTERPRISES LLC	3700 MARKET ST, UNIT E	2.3	1.8	-0.5
18 096 18 001	Developed Land not DDU	GEORGIA POWER CO	1061 ROWLAND ST	8.6	0.9	-7.7
18 097 11 119	Developed Land not DDU	WILLOW CREEK APARTMENTS LLC	982 SMITH ST, UNIT A	2	1.3	-0.7
18 097 11 120	Developed Land not DDU	WILLOW CREEK APARTMENTS LLC	982 SMITH ST, UNIT B	2	1.3	-0.7
18 097 11 121	Developed Land not DDU	WILLOW CREEK APARTMENTS LLC	982 SMITH ST, UNIT C	2	1.3	-0.7
18 097 11 122	Developed Land not DDU	WILLOW CREEK APARTMENTS LLC	982 SMITH ST, UNIT D	2	1.3	-0.7
18 097 11 123	Developed Land not DDU	WILLOW CREEK APARTMENTS LLC	982 SMITH ST, UNIT E	2	1.3	-0.7
18 097 11 124	Developed Land not DDU	WILLOW CREEK APARTMENTS LLC	982 SMITH ST, UNIT F	2	1.3	-0.7
18 118 01 007	Developed Land not DDU	OSBORNE MAYNARD W	1128 MONTREAL RD E	1.1	0.8	-0.3
18 119 05 014	Developed Land not DDU	KASSA WORKNESH	4292 E PONCE DE LEON AVE	1.3	0.4	-0.9

Date

<CUSTOMER NAME>

<CUSTOMER BILLING ADDRESS>

<CITY, STATE ZIP>

Re: Clarkston Stormwater Utility Enterprise Fund Billing Discrepancy

The City of Clarkston's (City) stormwater utility funds the City's Stormwater Management Program (SWMP). The stormwater service charge is based on actual impervious surface area. Impervious surfaces are those areas that prevent rainfall from infiltrating into the ground; examples include rooftops, driveways, walkways, parking lots, and patios. The annual stormwater service charge is \$63.96 per 1,500 square feet of impervious area.

A routine review of the stormwater utility billing and accounting system in 2024 revealed a discrepancy in the stormwater service charge for your property at <LOCATION ADDRESS>, DeKalb County Parcel ID <PARCEL ID>. The enclosed map displays the impervious area on <PARCEL ID> used for development of your stormwater service charge.

The correction of this discrepancy will result in an increase in your stormwater utility fee. As with all previous stormwater fees, this revised fee will be identified on your 2025 property tax assessment notice from DeKalb County.

Information regarding the City's stormwater management program is available on the City's webpage at <https://www.clarkstonga.gov/public-works/stormwater>. The City apologizes for this discrepancy in the billing program. City staff and administration are available to discuss this in further detail either in-person or with a phone call if requested. The City will hold a "Informational Meeting" in March or April to address all of your questions. Alternatively, you may also contact my office at 404-296-6489 with any questions if that is more convenient.

Sincerely,

Tammi Saddler Jones
Interim City Manager

This is NOT a Bill
Please Do Not Send Payment

DRAFT



CITY OF CLARKSTON

ITEM NO: 8F

CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Consider/Approval

MEETING DATE: MARCH 4, 2025

SUBJECT: To consider for approval a resolution by the Clarkston City Council to appoint ChaQuias Miller-Thorton as City Manager and to approve an employment agreement with her.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO: Mayor and City Council
PHONE NUMBER: 404-296-6489

PURPOSE: To consider for approval a resolution by the Clarkston City Council to appoint ChaQuias Miller-Thorton as City Manager and to approve an employment agreement with her.

NEED/ IMPACT:

RECOMMENDATION:

RESOLUTION NO. _____

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO APPOINT
CHAQUIAS MILLER-THORNTON AS CITY MANAGER
AND TO APPROVE AN EMPLOYMENT AGREEMENT WITH HER.**

WHEREAS, City Charter Section 3.02 provides that “the City Council shall appoint a city manager for an indefinite term and shall fix the city manager's compensation;” and

WHEREAS, the City Council has engaged in an exhaustive national search to for a city manager which resulted in identifying Ms. Miller-Thornton as the best qualified candidate for the position; and

WHEREAS, the City Council desires to appoint Ms. Miller-Thornton as city manager pursuant to the terms and conditions of the Employment Agreement attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the City Council hereby appoints ChaQuias Miller-Thornton as city manager pursuant to City Charter Section 3.02, effective March 24, 2025.

BE IT FURTHER RESOLVED that the Employment Agreement attached hereto as Exhibit A is hereby approved and the Mayor is hereby authorized to sign said contract on behalf of the City.

SO RESOLVED, this _____ day of _____, 2025.

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

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika Mitchell, City Clerk

STATE OF GEORGIA

COUNTY OF DEKALB

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT CONTRACT (“Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between the CITY OF CLARKSTON, GEORGIA, hereinafter referred to as “City” and CHAQUIAS MILLER-THORNTON, hereinafter referred to as “Employee.”

WITNESSETH

WHEREAS, the City wishes to employ the services of Employee as City Manager of the City of Clarkston, Georgia, in accordance with the terms and conditions contained in this Agreement; and

WHEREAS, the Employee wishes to accept employment with the City as City Manager in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the payments, covenants and mutual promises contained herein, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Employee agree as follows:

1.

EMPLOYMENT OF EMPLOYEE

City hereby employs the Employee and Employee accepts employment as an employee for the purposes of rendering services to City as the “City Manager” in accordance with the terms of this Agreement. Employee’s term of employment as City Manager shall begin on March 24, 2025 (referred to hereafter as the “Effective Date”)

and shall be of an indefinite duration, subject to the termination provisions set forth in this Agreement.

2.

DUTIES

Employee shall perform the functions and duties of the City Manager as specified in the City's Charter and Ordinances. In addition, as "City Manager," Employee shall specifically provide such advice, analysis, and service as shall be requested by the Mayor and City Council. It is expected that Employee shall devote a significant amount of her productive time, ability and attention to the performance of the duties under this Agreement as is reasonably necessary for a satisfactory performance. The parties recognize that Employee will be required to contribute a great deal of time outside of normal business hours to her employment. Accordingly, Employee shall be allowed to establish an appropriate work schedule so long as all job duties are met. Employee shall not, directly or indirectly, render any services of a business, commercial or professional nature to any other person or entity, whether for compensation or otherwise, without the prior consent of the City Council noted in the minutes of an executive session, which consent may be granted or withheld in the City's sole and absolute discretion. Employee shall perform her duties as "City Manager" at City's offices (or at other locations as the requirements of the duties require) and necessary supplies, facilities and equipment (including a laptop computer) will be supplied by the City.

3.

NOTICES

Any notices to be given under this Agreement by either party to the other may be affected either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in this paragraph, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally shall be deemed received as of the actual receipt; mailed notices shall be deemed received as of three (3) days after mailing. Each party has a duty to notify the other party of any change of address within five (5) days of such a change.

NOTICE ADDRESSES:

CITY OF CLARKSTON
Attention: Mayor
1055 Rowland Street
Clarkston, GA 30021

CHAQUIAS MILLER-THORNTON
PO Box 212
Tucker GA 30084

4.

COMPENSATION AND BENEFITS

(A) For all services described herein, City shall pay Employee an annual base salary ("Base Salary") of One Hundred Eighty Thousand Dollars (\$180,000.00) per year, to be paid in such manner and at such time as other employees of the City are paid.

(B) The City shall provide to Employee, free of charge to the Employee, a mobile phone with two-way calling capability for Employee's use in carrying out his duties under this Agreement.

(C) Employee shall receive the same medical insurance benefits provided to other full time employees of the City, pursuant to personnel policies adopted by the City.

(D) Employee shall accrue vacation leave in the same manner as all other City employees, pursuant to personnel policies adopted by the City, except that upon

beginning employment Employee shall immediately accrue twenty-four (24) hours of vacation leave.

Accrued but unused vacation leave may be carried forward to the next year during the term of this Agreement to the extent and in the manner provided for in City's personnel policies. Upon separation from employment with the City, Employee shall be entitled to compensation for accrued but unused vacation leave at an amount equal to the hourly rate of compensation for Employee then in effect. However, the cash value of Employee's accrued vacation leave shall be strictly limited to Twenty Thousand Dollars (\$20,000.00).

(E) Employee shall accrue sick leave in the same manner as all other full time City employees, pursuant to personnel policies adopted by the City. Accumulated but unused sick leave may be carried forward to the next year during the term of this Agreement to the extent and in the manner provided for in City's personnel policies. Accrued but unused sick leave shall have no cash value up Employee's separation from employment.

(F) Employee is encouraged to participate in reasonable professional development programs through the International City/County Management Association, the Georgia Municipal Association, the International City Manager's Association, the Government City-County Manager's Association, the Government Finance Officers Association and the Georgia Government Finance Officers Association. The City will pay the annual dues for Employee to be a member of these organizations. Employee may propose to join additional similar organizations at the City's expense in connection with the annual budgeting process.

(G) City will pay for or reimburse Employee for the reasonable costs, including reasonable travel, subsistence and registration expenses of participating in the following conferences:

- i. the annual GMA Convention in Savannah, Georgia;
- ii. annual meetings of the Georgia Municipal Association Federal Policy Council;
- iii. the Georgia City County Managers Association Conferences;
- iv. the International City Managers Association Annual Conference; and
- v. Certified Local Government Finance Officer Continuing Education.

As part of the annual budgeting process, Employee may propose to attend any other similar convention by including details of the event, its associated costs and how Employee's participation would benefit the City. It shall be in the City's sole discretion to approve or disapprove such proposal(s) in connection with adopting the annual budget.

(H) Employee shall be entitled to participate in a City-sponsored retirement plan in the same manner as other employees, pursuant to policies adopted by the City.

(I) The City shall provide Employee with a motor vehicle for use in performing Employee's job duties as City Manager and in commuting between Employee's residence and City Hall. The City shall bear the cost of owning, operating and maintaining such vehicle. Employee is strictly prohibited from using the vehicle provided pursuant to this section for any personal purpose.

(J) Employee may procure short-term disability insurance through AFLAC and City will pay for a benefit of 50% of employee's then-current salary to be paid for a period up to six months, on a reimbursement basis.

(K) The City shall provide Employee with term life insurance with a death benefit amount of \$180,000 payable to the beneficiary of Employee's choice at City's expense.

(L) Employee may procure reasonable comprehensive travel insurance to be in effect while Employee is traveling on City business that is payable to the Employee's beneficiary of choice and City will pay for such insurance on a reimbursement basis.

(M) The City shall pay for or reimburse Employee for membership dues for Employee to participate in the local Rotary Club. Employee may propose to the City Council additional civic clubs and organizations to which she would like to belong and City will not unreasonably withhold approval of paying membership dues for such any such club/organization.

5.

ANNUAL PERFORMANCE REVIEW

The parties shall make good faith efforts to establish annual performance goals for the Employee within 30 days of the Effective Date of this Agreement for the remainder of the year 2025, and no later than the first 30 days of every calendar year thereafter that this Agreement is in effect. Employee's performance shall be reviewed annually by the Mayor and City Council, commencing in 2025, not later than December 1st of each year that this Agreement is in effect. The City shall provide the Employee with at least ten (10) days verbal or written notice prior to conducting the annual performance review meeting with Employee. Any performance review shall be conducted in accordance with the criteria developed jointly between the City and the Employee.

6.

INDEMNITY

City agrees to defend, indemnify and hold harmless Employee against and from any and all claims, liabilities, penalties, costs, and expenses that may be asserted against or suffered by Employee as a result of his performance under this Agreement, except that City shall not indemnify Employee for claims, liabilities, penalties, costs, and expenses that may be asserted against or suffered by Employee as a result of Employee's gross negligence, or willful, wanton or intentional misconduct.

7.

TERMINATION

A) Without Cause

Either party hereto may terminate this Agreement without cause by giving notice to the other party. Employee shall give City no less than forty-five (45) days written notice of termination without cause. In the event that Employee terminates this Agreement without cause, Employee's compensation and benefits shall cease as of the effective date of termination.

In the event that the City terminates this Agreement without cause, the Employee shall be paid severance pay equal to six (6) month's base salary at the then-prevailing rate of compensation. In the event that the City terminates this Agreement without cause, the City shall not oppose any unemployment compensation claim that the Employee may be eligible for with the appropriate agency.

If either party terminates this Agreement without cause, the City and the Employee agree to execute a release and waiver in which each party releases any and all

claims, demands, damages or actions that it may have against the other party arising out of the Employee's employment with the City and the termination of her employment.

Either of the following events shall constitute termination without cause by the City, unless taken with Employee's written consent:

- i. the Charter is amended in a manner that substantially changes the form of government relating to the position of City Manager, or
- ii. City acts to reduce Employee's base salary, compensation or other financial benefits of employment.

B) For Cause

The parties understand and agree that the Employee is an at will employee. Notwithstanding the foregoing, for purposes of this Agreement, "for cause" for purposes of the City terminating this Agreement shall be defined as: (i) indictment for a felony or a crime of moral turpitude; and/or (ii) a determination by the City Council that Employee has violated the City's Code of Ethics; and/or (iii) dishonesty, gross or repeated negligence, incompetency, insubordination, or any conduct that is detrimental to the public perception of the City.

The City may terminate this Agreement at any time for cause. A for cause termination shall become effective immediately upon written notice to the Employee. In the event that this Agreement is terminated by the City for cause, the Employee's compensation and benefits shall cease as of the effective date of termination.

C) Reference letter

Upon the expiration or termination of this Agreement for any reason, the City shall provide to the Employee or to prospective employers of the Employee a letter

containing Employee's dates of employment, position held, and any other information mutually agreed to by the Employee and the City.

8.

MISCELLANEOUS

A) Assignment

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by Employee without the prior written consent of City.

B) Successors and Assigns

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

C) Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief that may be available. The parties shall each be responsible for their own attorney's fees related to the drafting and review of this Agreement.

D) Governing Law

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Georgia.

E) Amendment

This Agreement may be amended by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this Agreement.

F) Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

G) Entire Agreement

This Agreement supersedes any and all prior negotiations or agreements between the parties and represents the entire agreement between the parties with respect to Employee's employment with the City. The parties hereby acknowledge and agree that there have been no offers or inducements which have led to the execution of this Agreement other than as stated herein. The Employee represents and warrants that he has fully read this Agreement, understands same, and enters into it freely.

[signatures appear on following page]

SO AGREED:

CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor

Attest:

Tomika Mitchell, City Clerk

(SEAL)

Approved as to Form:

Stephen Quinn

Stephen G. Quinn, City Attorney

EMPLOYEE

CHAQUIAS MILLER-THORNTON