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3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

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Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Awet Eyasu

Jamie Carroll

Susan Hood

Yterenickia Bell

Mark Perkins

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL MEETING AGENDA

March 5, 2024 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. To approve the following meeting minutes:

- 02/06/2024 – City Council Meeting
- 02/27/2024 – City Council Work Session

4. REPORTS

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

5. PUBLIC COMMENTS

Any member of the public may address the Council during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the city must proceed in an orderly, timely manner.

6. OLD BUSINESS

7. CONSENT AGENDA

- A. To approve a Proclamation designating March as "Women's History Month".
- B. To approve a resolution authorizing an agreement with Penate Consulting, LLC for professional services for an Interim City Clerk position in the amount of \$5,000 monthly.
- C. To approve the City Services Agreement with Amani Women's Center to provide a Workforce Development Program beginning in 2023 – 2024, funded through the ARPA Grant in the amount \$82,800.
- D. To approve the City Services Agreement with the Veterans & Community Outreach Foundation (VCOF) to provide services and programs to Clarkston veterans residents in 2024 funded through the ARPA Grant in the amount of \$6,742.58.
- E. To approve an agreement with Clarkston Development Foundation, Inc. for the Tell Me A Story Program, funded through the General Fund (Community Action Budget FY 2024) in the amount of \$7,000.



- F. To approve an agreement with Clarkston Development Foundation, Inc. for the Clarkston Early Learning Task Force, funded through the General Fund (Community Action Budget FY 2024) in the amount of \$10,000.
- G. To approve an ordinance approving deannexation of parcel 18 095 09 008 at 1078 Nielsen Dr.
- H. To approve an ordinance approving deannexation of parcel 18 095 09 009 at 1086 Nielsen Dr.
- I. To approve SPLOST II - Mell Ave at CSX Operational & Safety Improvement Project.
- J. To approve the resolution declaring results of the SPLOST II Election.
- K. To defer the list of SPLOST II Projects to be considered over the next three years to a Special Called Meeting with the Transportation and Environment Committee and the Housing and Infrastructure Committee to consider the amount for a potential bond issue.
- L. To approve an ordinance amending Article IV of Chapter 11 of the City Code regarding regulation of bona fide coin-operated amusement machines; to reduce distance restrictions for licensed establishments; to require that applicants for new coin-operated amusement machine licenses provide a survey with their application; and for other purposes.

8. NEW BUSINESS

- A. To approve the City Services Agreement with Clarkston Community Center to provide ESL classes to Clarkston residents in 2024, funded through the ARPA Grant in the amount of \$40,000.
- B. To approve an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions.
- C. To approve the status and appointments to the City Council Task Forces.
- D. To consider the adoption of an ordinance amending the City Charter to authorize the City Manager to purchase certain goods and services and to enter into certain contracts on behalf of the City. **(First of two adoptions considered to be effective)**

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 5, 2024. 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_LrPLCoibT8CkMohRmGoVSA

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

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 6, 2024

On the 6th day of February 2024, 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 Awet Eyasu; Jamie Carroll; Susan Hood; Yterenickia Bell; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning & Economic Development Director); 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.

Councilmember Hood made a motion to remove Item 7E from the Consent Agenda and add it as Item 8G; Acknowledged Items E and F were not discussed at the previous Works Session but added to this Council Meeting agenda; Add a discussion from the previous Work Session -an ordinance to repeal existing and adopt new Article III of Chapter 5 of the City's Code Regarding Floodplain Management and Flood Damage Prevention as Item 8H; and Add a resolution by the City Council of the City of Clarkston, Georgia, consenting to the Housing Authority of the County of Dekalb, Georgia, exercising its powers within the City of Clarkston for the purpose of financing a proposed multifamily housing project at 1086 Montreal Rd. as Item 8I. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

A. To approve minutes the following meetings:

- 01/09/2024 – City Council Meeting
- 01/30/2024 – City Council Work Session

Vice Mayor Johnson made a motion to approve the following meeting minutes: 01/09/2024 – City Council Meeting (with the noted correction) and 01/30/2024 - City Council Work Session. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. REPORTS

A. Planning/Economic and Development Report.

- Planning/Economic and Development Manager, Lisa Camera gave a brief report about on the following topics:
 - New Code Compliance Officer started employment on January 28th.
 - Two applications received for board member positions of the Planning & Zoning Board
 - City of Clarkston selected to do a Film Production
 - Met with staff regarding Business License process and working to get a meeting with the Business License Manager at the County to discuss the delays in the process
 - Meeting scheduled with HOAs President of the Cottage Homes to discuss the Pocket Park
 - Will schedule a Special Called Meeting for the DDA for Board member selection

B. City Manager's Report

- Interim City Manager, Tammi Saddler Jones gave an update on the following:
 - Monday, February 19th – City Offices Closed to observe Presidents Day
 - The City Manager's Office held an "All Staff Meeting" to discuss various items
 - Staff had a kick-off meeting with Dept. of Transportation regarding the Safe Street 4 All "SS4A" Grant
 - Gave a brief overview of events she attended as the Interim City Manager

C. City Attorney's Report

- No 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

The following citizens presented comments to the Mayor and Council: Chris Brusing, Luay Sami, Kim Ault, and Rasheed Mahamed.

6. OLD BUSINESS

A. To refer the Brockett Triangle Pocket Park recommendations back to the Transportation and Environment Committee.

Mayor Burks stated the Brockett Triangle Pocket Park recommendations will go back to the Transportation and Environment Committee for the committee members to engage with staff to bring a plan with a timeline back to the City Council.

7. CONSENT AGENDA

- A. To approve a resolution awarding the bid for Grant Solicitation Services to CHA Consulting, Inc. and authorizing the Mayor to execute the contract in the amount of \$50,000 annually to be funded out of the American Rescue Plan Act (APPA).
- B. To approve a resolution authorizing a temporary month-to-month extension to the Waste Management contract.
- C. To approve a resolution authorizing a contract with Railroad Outdoor, LLC for digital billboard advertising at the City of Clarkston exit on Hwy 285 in the amount of \$1,900 per month.
- D. To approve an ordinance amending Chapter 22, Article II of the City Code Regarding Stream Buffer Protection to Clarify the Purpose and Intent of Such Article.
- E. To approve appointing City Councilmembers to Standing Advisory Committees and other city committees. *(This item was removed from the Consent Agenda and added to New Business.)*

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

8. NEW BUSINESS

- A. To approve a resolution awarding the bid for Sanitation Services to Waste Pro of Ga, Inc. for Solid Waste Collection and Recycling Services and authorizing the Mayor to execute the contract in the amount of \$347,363 per year to be funded out of the Sanitation Fund.

Councilmember Carroll made a motion to approve the contract for Sanitation Services to Waste Pro of Ga, Inc. for Solid Waste Collection and Recycling Services in the amount of \$347,363 per year to be funded out of the Sanitation Fund. Vice Mayor Johnson duly seconded the motion.

The Council briefly discussed this item.

Vice Mayor Johnson exited the meeting during the discussion.

Mayor Burks called for the vote and declared the motion approved (3-1-1). Councilmember Hood voted “no” and Councilmember Eyasu abstained. Vice Mayor Johnson was absent during the vote.

- B. To approve increasing the FY 2024 Sanitation Assessment Fee to cover residential garbage and recycling services.

Councilmember Carroll made a motion to increase the FY 2024 Sanitation Assessment Fee to \$317 per service address.

Vice Mayor Johnson returned to the meeting.

Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-2). Councilmembers Hood and Eyasu voted “no”.

- C. To approve the selection of the most responsive and responsible vendor for the City Manager Executive Search Firm and authorize the Mayor and City Attorney to negotiate a contract with the selected vendor.

Mayor Burks stated the top two most responsive and responsible vendors were Sumter Consulting and Slavin Management Consultants for consideration of the City Manager Executive Search Firm.

Councilmember Eyasu made a motion to select Slavin Management Consultants as the vendor to provide City Manager executive recruiting services to the City of Clarkston. Vice Mayor Johnson duly seconded the motion.

The Council briefly discussed this item.

Councilmember Perkins encouraged Slavin Management Consultant to provide an opportunity for the City staff and possibly the community members at appropriate times to be involved in the input and the process.

Mayor Burks called for the vote and declared the motion approved (6-0).

- D. To approve a resolution authorizing a Use of Meeting Space Agreement with the Clarkston Community Center in the amount of \$20,000 for 2024.

Councilmember Perkins recused himself of this item due to a conflict of interest and exited the meeting.

Councilmember Eyasu made a motion to approve a resolution authorizing a Use of Meeting Space Agreement with the Clarkston Community Center in the amount of \$20,000 for 2024. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

Councilmember Perkins returned to the meeting.

- E. To approve a resolution authorizing a take-home vehicle for the Interim City Manager for business use.

Councilmember Eyasu made a motion to approve a resolution authorizing a take-home vehicle for the Interim City Manager for business use. Councilmember Bell duly seconded the motion.

The Council briefly discussed this item.

City Attorney, Stephen Quinn provided clarification of the City’s vehicle insurance coverage.

Mayor Burks called for the vote and declared the motion approved (6-0).

- F. To approve an ordinance amending and restating the GMEBS Defined Benefit Retirement Plan Adoption Agreement for the Employees of the City of Clarkston.

Finance Director, Dan Defnall stated the city's GMEBS Defined Benefit Retirement Plan through GMA had their legal counsel updated to the city's defined plan, which was written many years ago, to bring it up to date to the current code with the IRS rules and laws. This did not change any terms or conditions.

Vice Mayor Johnson made a motion to approve an ordinance amending and restating the GMEBS Defined Benefit Retirement Plan Adoption Agreement for the Employees of the City of Clarkston. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

- G. To approve an ordinance to repeal existing and adopt the new Article III of Chapter 5 of the City's Code Regarding Floodplain Management and Flood Damage Prevention.

Mayor Burks stated this item was deferred at the previous Work Session to the February 27th Work Session and the March City Council Meeting.

- H. To approve appointing City Councilmembers to Standing Advisory Committees (SAC) and other city committees.

Mayor Burks stated this item was on the Consent Agenda and moved to a discussion item for further discussion. She stated the SAC were fine but some of the task forces needed to be re-evaluated, which could be done at a later date.

Public Safety and Legal Committee

Chair: Yterenickia Bell
Vice-Chair: Awet Eyasu
Members: Mark Perkins

Transportation and Environment Committee

Chair: Awet Eyasu
Vice-Chair: Jamie Carroll
Members: Susan Hood

Housing and Infrastructure Committee

Chair: Jamie Carroll
Vice-Chair: Susan Hood
Members: Mayor Beverly H. Burks

Community Development and Civic Innovation Committee

Chair: Mark Perkins
Vice-Chair: Debra Johnson
Members: Yterenickia Bell

Business and Economic Development Committee

Chair: Susan Hood
Vice-Chair: Yterenickia Bell
Members: Mayor Beverly H. Burks

Equity, Inclusion, and Opportunity Committee:

Chair: Debra Johnson
Vice-Chair: Mayor Beverly H. Burks
Members: Awet Eyasu

Vice Mayor Johnson made a motion to appoint the City Councilmembers to the Standing Advisory Committees. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

- I. To approve a resolution by the City Council of the City of Clarkston, Georgia, consenting to the Housing Authority of the County of Dekalb, Georgia, exercising its powers within the City of Clarkston for the purpose of financing a proposed multifamily housing project at 1086 Montreal Rd.

Vice Mayor Johnson made a motion to approve a resolution by the City Council of the City of Clarkston, Georgia, consenting to the Housing Authority of the County of Dekalb, Georgia, exercising its powers within the City of Clarkston for the purpose of financing a proposed multifamily housing project at 1086 Montreal Rd. Councilmember Perkins duly seconded the motion.

The Council briefly discussed this item.

Mayor Burks stated she met with the president of the Dekalb Housing Authority agreed to provide the city \$90,000 each year to go to the Housing Trust Fund. The Council will have to define the role for the Housing Trust.

Mayor Burks called for the vote and declared the motion approved (6-0).

9. EXECUTIVE SESSION

- A. To discuss a real estate matter.

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

The Council exited Executive Session after the real estate matter was discussed.

10. ADJOURNMENT

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

The meeting was adjourned at 8:18 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, FEBRUARY 27, 2024

On the 27th day of February 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Burks called the meeting to order. Mayor Beverly Burks and the following members of the City Council were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu, Jamie Carroll, Susan Hood, Yterenickia Bell, and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Lisa Cameron (Planning and Economic Development Director); Tomika R. Mitchell (City Clerk); Carmen West (Temp. Administrative Assistant); 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

2. ROLL CALL

All members of the City Council were present.

3. PUBLIC COMMENTS

Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. To discuss a Proclamation designating March as “Women’s History Month”.

Vice Mayor Johnson presided over the meeting, due to the Mayor placing this item on the agenda.

Mayor Burks stated this proclamation was to recognize Women’s History Month, which has been done in the past by Council. Their theme is “Women Who Advocates for Equity, Diversity, and Inclusion”. Mayor asked the Council to approve.

This item will be placed on the next City Council Meeting Consent Agenda.

Mayor Burks resumed presiding over the meeting.

5. OLD BUSINESS

No Old Business discussed.

6. NEW BUSINESS

- A. To discuss a resolution authorizing an agreement with Penate Consulting, LLC for professional services for an Interim City Clerk position in the amount of \$5,000 monthly.

Interim City Manager, Tammi Saddler Jones stated this agreement is with Melissa Penate with Penate Consulting, LLC for professional services for an Interim City Clerk position in the amount of \$5,000 monthly, while the current City Clerk is on maternity leave beginning March 11, 2024, through the end of June this year.

Ms. Penate gave a brief overview of her experience as a City Clerk.

The Council briefly discussed this item.

This item will be placed on the next City Council Meeting Consent Agenda.

- B. To discuss the City Services Agreement with Amani Women's Center to provide a Workforce Development Program beginning in 2023 – 2024, funded through the ARPA Grant in the amount \$82,800.

Interim City Manager, Tammi Saddler Jones stated this item along with the next four items are for city service agreements with specific non-profit organizations that the city approved in the FY 2024 budget to receive funding through the American Rescue Plan Act or through the General Fund (Community Action Budget).

The Amani Women's Center provided Workforce Development training to Clarkston residents in 2022. This proposed agreement is to expand this program into 2023 and 2024 funded through the ARPA Grant.

The Council briefly discussed this item and requested the center to provide information on whether there has been a change or decrease with the number of people that plan to service, prior to the next meeting.

This item will be placed on the next City Council Meeting Consent Agenda.

- C. To discuss the City Services Agreement with the Veterans & Community Outreach Foundation (VCOF) to provide services and programs to Clarkston veterans residents in 2024 funded through the ARPA Grant in the amount of \$6,742.58.

Interim City Manager, Tammi Saddler Jones stated this is the same explanation, the Council approved money for the VCOF and the Council needs to do a formal agreement to make sure the money is used for the purpose in which it was allocated.

The Council briefly discussed this item.

This item will be placed on the next City Council Meeting Consent Agenda.

- D. To discuss the City Services Agreement with Clarkston Community Center to provide ESL classes to Clarkston residents in 2024, funded through the ARPA Grant in the amount of \$40,000.

Interim City Manager, Tammi Saddler Jones stated this is a service agreement with Clarkston Community Center to provide ESL classes to Clarkston residents and staff is going through the process for a formal agreement to make sure the money is used for which it was allocated for.

Councilmember Perkins stated pursuant to Chapter 2, Article 3 under the Clarkston Code of Ethics, he would be recusing himself from this item because of a potential business dealing with the non-profits involved.

The Council briefly discussed this item.

Amber McCorkle, Director of Education & Programs of the Clarkston Community Center clarified information regarding the ESL classes provided to Clarkston residents.

The Council requested Ms. McCorkle provide the following additional information to Council prior to the next meeting: a list of participants apart of the program, if the participants are residents of Clarkston and if there is a pre and post matrix. The Council would also like to know how the center is defining and measuring success and if there is data showing there is more of a need/ a big demand for the program.

This item will be placed on the next City Council Meeting Consent Agenda.

- E. To discuss an agreement with Clarkston Development Foundation, Inc. for the Tell Me A Story Program, funded through the General Fund (Community Action Budget FY 2024) in the amount of \$7,000.

Interim City Manager, Tammi Saddler Jones stated the Clarkston Tell Me A Story event is scheduled for Saturday, September 14th at Clarkston Community Center from 11:00am to 3:00pm. The Tell Me A Story Program is an annual celebration program, a gathering of storytellers, childcare programs, social service, literacy, and health agencies, families and children. The purpose of the Tell Me A Story Program is to promote the importance of reading and literacy activities for all children, birth to age 8, and to foster connection between the City of Clarkson's diverse residents and the broader community.

The Council discussed this item and requested a budget and deliverables to be included in the proposal.

Roberta Malavenda gave an overview of the budget stating \$3,600 is for space rental at the Clarkston Community Center and the remainder is to contract for storytellers, interpreters, and printing. She stated the budget will be added to the MOU.

This item will be placed on the next City Council Meeting Consent Agenda.

- F. To discuss an agreement with Clarkston Development Foundation, Inc. for the Clarkston Early Learning Task Force, funded through the General Fund (Community Action Budget FY 2024) in the amount of \$10,000.

Interim City Manager, Tammi Saddler Jones stated the City of Clarkston Early Learning Task Force will continue to meet in 2024 to promote equitable early care and learning policies, procedures, and programs. The Task Force is not requesting funding for the Task Force operations in 2024. Rather, they are requesting funding for three activities that were developed by the Task Force. These activities are: The Story Walk at Friendship Forest, The City of Clarkston Early Learning Information Fair, and DECAL (Department of Early Care and Learning) & Partners Early Care & Learning Dialogue.

The Council briefly discussed this item and requested an expenditure analysis for the three activities.

Roberta Malavenda gave a brief overview and breakdown of the budget for the three activities.

This item will be placed on the next City Council Meeting Consent Agenda.

- G. To discuss an ordinance approving deannexation of parcel 18 095 09 008 at 1078 Nielsen Dr.

Interim City Manager, Tammi Saddler Jones stated the city received in writing a request from the owners of 1078 Nielsen Dr. requesting to be deannexed out of the City of Clarkston, due to them not being able to vote in the previous City election in November.

The Council briefly discussed this item.

The City Clerk, Tomika Mitchell gave a brief overview of the communications with County Elections Division regarding this matter.

City Attorney, Stephen Quinn provided clarity of the legal rules of boundaries pertaining to the residence and the legalities of deannexation of a residence.

Jeremy Compton and Katie Jones presented public comments on this item.

This item will be placed on the next City Council Meeting Consent Agenda.

- H. To discuss an ordinance approving deannexation of parcel 18 095 09 009 at 1086 Nielsen Dr.

Interim City Manager, Tammi Saddler Jones stated this background is similar to the previous item. The City received in writing a request from the owners of 1086 Nielsen Dr. requesting to be deannexed out of the City of Clarkston, due to them not being able to vote in the previous City election in November.

Sara Zagami and Kim Ault presented public comments on this item.

I. To discuss SPLOST II - Mell Ave at CSX Operational & Safety Improvement Project.

Interim City Manager, Tammi Saddler Jones stated the City contracted with Volkert & Associates in late 2022 to develop design and construction plans that meet the Georgia Department of Transportation (GDOT) requirements to ensure eligibility for future construction funding. The concept layout is 90% complete. Refer to Exhibit A. Staff will officially release the concept layout to GDOT for potential construction funding consideration upon Council review and approval. The approved design contract amount is \$484,959. The City Council released Task #1 of the design contract - Concept Plan Phase (\$166,709).

Mayor Burks sent a letter to GDOT in 2023 introducing the project to state leadership (Exhibit B). Staff recently submitted an email to GDOT (Exhibit C) to re-introduce the project to state staff. No response to-date.

The Council briefly discussed this item.

City Engineer, Larry Kaiser of Collaborative Services presented information and clarification on the 12-month period to acquire right-of-way. Mr. Quinn provided additional clarification.

This item will be placed on the next City Council Meeting Consent Agenda.

J. To discuss the resolution declaring results of the SPLOST II Election.

Finance Director, Dan Defnall stated when the City did the SPLOST II referendum, the city included an option to borrow bond against the future revenue of up to \$12 million. This is the first process to come up with the process if the city wants to do a bond in 2024. The first step is to approve this resolution declaring results of the SPLOST II Election, and this will allow the City Attorney to proceed with the bond validation process, which must be completed by May 6th in order to preserve the City's ability to issue bonds later in 2024.

The Council briefly discussed this item.

This item will be placed on the next City Council Meeting Consent Agenda.

K. To discuss the list of SPLOST II Projects to be considered over the next three years to consider the amount of a potential bond issue.

Finance Director, Dan Defnall stated the City discussed putting this list of projects in the bond referendum up to \$12 million. If the City issues a bond in 2024, the city will have to spend the bond proceeds within 36 months of the bond issued. Staff has identified a little over \$8 million of projects.

Staff recommended referral to the Transportation and Environment Standing Advisory Committee or the Housing and Infrastructure Standing Advisory Committee.

The Council briefly discussed this item.

Councilmember Perkins recommended this item should go to a committee for further discussion and have the committee bring a recommendation back to the Council.

This item will be placed on the next Consent Agenda to be deferred to a Special Called Meeting with the Transportation & Environment Committee and the Housing & Infrastructure Committee.

L. To discuss late night operation hours for certain restaurants.

Councilmember Eyasu stated in 2019 the Council heard from businesses and residents about the need for services for individuals who work late and would like to get something to eat or drink in the city. The Council then proposed and came up with a resolution and two additional hours with strict requirements. He also stated Ponce Sports Lounge applied and since the reversion of the extra two hours in 2021, the establishment reported they have experienced major losses of revenue, difficulty with employee retention and a decline in the federal, state, and excise tax amounts. He also stated this was a proposal to explore the possibility of extending the operations hours.

The Council briefly discussed this item.

The Planning and Economic Development Director, Lisa Cameron, gave a brief report of the history of complaints pertaining to the discussed establishment.

Jimmy Weguyelh, Michel Marcuse, and Ken Kautious presented public comments on this item.

Councilmember Eyasu recommended placing the previously adopted resolution back on the agenda with the current date for approval.

This item will be placed on the next City Council agenda for discussion.

M. To discuss amending the COAM licenses distance requirement near a school, daycare, and/or afterschool location.

Vice Mayor Johnson stated there has been a concern from the city COAM license owners and she asked the City Attorney to do some research on the distance requirements near schools. She recommended modifying the distance requirements from 200 yards to 100 yards, door-to-door.

The Council briefly discussed this item.

Councilmember Hood recommended changing the word “church” to “place of worship” in the code.

City Attorney, Stephen Quinn recommended adding the measuring distance methods from the alcohol license code to the COAM license code for the chapter regarding coin operated amusement machines. He also mentioned changing the word “church” to “place of worship” in the code.

Mr. Quinn recommended making part of the COAM license new applications a requirement to have the new applicant submit a survey that displays the measurements.

Kenny Patel presented public comments on this item.

This item will be placed on the next City Council Meeting Consent Agenda.

N. To discuss the status and appointments to the City Council Task Forces.

Councilmember Perkins brought forth this item to discuss updating the resolution and determine which Task Force need to be dissolved, discuss appointment renewals, and determine what path the Council wants to take with these Tasks Forces.

The Council briefly discussed this item.

Mayor Burks asked to be added to the Youth Advisory Council.

The Council recommended dissolving the Prevention Health Task Force, due to a coalition already established within the city.

Mayor Burks recommended each Task Force/Committee/Council liaison review the requirements for their respective Task Force/Committee/Council responsibilities to see if anything needs to be updated.

This item will be placed on the next City Council Meeting Agenda.

7. ADJOURNMENT

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

The meeting adjourned at 10:03 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor



CITY OF CLARKSTON

ITEM NO: 7A

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MARCH 5, 2024

SUBJECT: To approve Women's History Month city proclamation.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Yolanda McGee
PHONE NUMBER: 404 754-6960

PURPOSE: To approve a Proclamation designating March as Women's History Month recognized by the City of Clarkston.

NEED/ IMPACT: To recognize the contribution of women to the nation and to the City of Clarkston. The 2024 Women's History Month theme established by the National Women's History Month Alliance is titled: "Women Who Advocates for Equity, Diversity, and Inclusion". The theme recognizes women throughout the country who understand that for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions.

RECOMMENDATION: N/A



Proclamation Designating the Month of March as "Women's History Month"

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history:

NOW, THEREFORE, I, Beverly H. Burks, Mayor of the City of Clarkston, Georgia and on behalf of the Clarkston City Council, hereby proclaim the month of March 2024 as

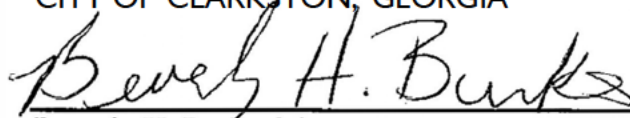
Women's History Month

in the City of Clarkston, and the City Council and Staff hereby acknowledge and celebrate the contributions of women and this proclamation calls upon the people of the City of Clarkston to observe **March as Women's History Month** with appropriate programs, ceremonies, and activities.

SO ORDAINED, this 5th day of March, 2024.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA


Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: 7B

COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve a resolution authorizing an agreement with Penate Consulting, LLC for professional services for an Interim City Clerk position in the amount of \$5,000 monthly.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

PURPOSE: To approve a resolution authorizing an agreement with Penate Consulting, LLC for professional services for an Interim City Clerk position in the amount of \$5,000 monthly.

NEED/ IMPACT: While the City Clerk Tomika Mitchell is on maternity leave beginning March 11, 2024, there is a need for an Interim City Clerk to handle Mrs. Mitchell's role and responsibilities until she returns to the office in mid-June 2024. The Interim City Manager reached out to the Georgia Municipal Association for assistance with getting interim help and Melissa Penate with Penate Consulting, LLC comes highly recommended.

Melissa is a graduate from Georgia Gwinnett College, where she earned a Bachelor of Business Administration in Marketing, as well as a Master of Public Administration from Liberty University. She has also completed professional training courses and earned her Certified Municipal Clerk designation through the University of Georgia Carl Vinson Institute, Georgia Clerks Institute (GCI), and the International Institute of Municipal Clerk (IIMC).

Melissa worked for the City of Lilburn, GA as their City Clerk for over a decade. While working in that capacity, she oversaw the 2013, 2015, 2017, and 2019 Municipal elections as well as records, purchasing, and procurement, open records, and serving the city managers. In 2022, she started her consulting business.

RECOMMENDATION: Approve the agreement with Penate Consulting, LLC for professional services for the Interim City Clerk position in the amount of \$5,000 monthly.

RESOLUTION NO. _____

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO
APPROVE AN AGREEMENT FOR INTERIM CITY CLERK
SERVICES WITH PENATE CONSULTING LLC AND TO APPOINT
MELISSA L. PENATE AS INTERIM CITY CLERK.**

WHEREAS, City Clerk Tomika Mitchell will be taking a leave of absence between March 11, 2024 and June 28, 2024; and

WHEREAS, the City is in need of interim city clerk services during this period; and

WHEREAS, Penate Consulting LLC is a reputable provider of such services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the Agreement for Interim City Clerk services with Penate Consulting LLC is hereby approved and the Mayor is authorized to sign the same.

BE IT FURTHER RESOLVED that Melissa L. Penate is hereby appointed as Interim City Clerk for the period of March 11, 2024 through June 28, 2024.

SO RESOLVED, this _ day of March, 2024.

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

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn
Stephen Quinn, City Attorney

AGREEMENT FOR INTERIM CITY CLERK SERVICES

This Agreement is made this ____ day of _____, 2024, by and between the **City of Clarkston** (“City”), a Georgia municipal corporation, and **Penate Consulting LLC** (“Penate”), a Georgia corporation:

WHEREAS, the City is in need of interim city clerk services; and

WHEREAS, Penate is a respected provider of such services.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. SCOPE OF SERVICES

- a) Penate will perform interim city clerk services in accordance with the Scope of Services document attached hereto, as well as other customary duties of a city clerk as described by the City’s Charter and Code of Ordinances.
- b) The interim city clerk services contemplated by this agreement may be performed by any qualified person engaged by Penate. However, official acts such as attesting official documents will be executed by Melissa L. Penate personally.
- c) Penate will be solely responsible for compensating all person(s) performing interim city clerk services pursuant to this Agreement. Such person(s) will not be an employee of the City. The City will not provide any benefits of employment (such as insurance) to the interim city clerk nor withhold any payroll tax for the interim city clerk.
- d) The parties anticipate that approximately 10-15 hours per week of work will be required to meet the City’s needs for an interim city clerk.
- e) The interim city clerk will be supervised by and report directly to the city manager.

2. COMPENSATION

- a) In exchange for the services provided by Penate, City shall pay Penate a flat fee of Fifteen Thousand Dollars (\$15,000) over the term of this Agreement.
- b) Such payments shall be made in three monthly installments of Five Thousand Dollars (\$5,000) to be paid in arrears for services rendered.

3. TERM AND TERMINATION

- a) This Agreement shall become effective when approved by the City Council and Penate.
- b) The services contemplated by this Agreement will be performed by Penate beginning on March 11, 2024 and continuing through June 28, 2024.
- c) City may immediately terminate this Agreement at any time, for any or no reason, by giving notice to Penate.
- d) Penate may terminate this Agreement by providing City with sixty days' notice of termination.
- e) In the event of termination prior to June 28, 2024, City will pay Penate on a prorated basis for services performed prior to termination but shall not be required to pay the entire flat fee.

4. RESOURCES PROVIDED TO INTERIM CITY CLERK BY CITY

During the term of this Agreement, City shall provide the interim city clerk with the following resources to assist with the performance of city clerk duties:

- a) Work Space. The City will provide the interim city clerk with an office at City Hall Annex.
- b) Equipment. The City will provide the interim city clerk with a cellular phone, laptop computer and any other equipment necessary to perform the duties of city clerk. The interim city clerk shall promptly return all such

equipment to the city manager upon being removed from the role of interim city clerk.

5. MISCELLANEOUS TERMS

- a) Prior Agreements. This Agreement supersedes and renders null and void all prior agreements between the parties.
- b) Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.
- c) Amendment. This Agreement may only be amended by the mutual written consent of both parties.

SO AGREED, upon the date first written above:

City of Clarkston, Georgia

Penate Consulting LLC

Mayor Beverly H. Burks

Melissa L. Penate

Attest:

City Clerk

Approved as to form:

Stephen Quinn

City Attorney

Scope of Work



Interim City Clerk

- Records Management
- Open Records Requests
- City Council Meetings/Work Sessions – agenda, meeting, minutes, etc.
- Alcohol/ Business/COAM/ Hookah Licenses
- Human Resources
- Some Website Management
- Various other responsibilities as assigned (Millage Rate, Annual Immigration Report, etc.)

Estimated hours: 10-15 per week

Terms.

This contract shall commence March 11, 2024 and shall end June 28, 2024.

CITY OF CLARKSTON

ITEM NO: 7C

CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve the City Services Agreement with Amani Women's Center to provide Workforce Development program beginning in 2023 through 2024 funded through ARPA Grant.

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 approve the service agreement with Amani Women's Center to provide Workforce Development Training in 2023 and 2024 funded through the ARPA Grant.

NEED/ IMPACT: Amani Women's Center provided Workforce Development training to Clarkston residents in 2022. This proposed agreement is to expand this program into 2023. This item was approved by the City Council on 2/7/2023 as an allocation of ARPA Funds in the amount of \$82,800, however no MOU was ever executed. The City allocated \$82,800 from the ARPA fund for this program in the 2023 budget.

RECOMMENDATION:

Staff recommends acceptance of the Services Agreement with the Amani Women's Center to provide Workforce Development training classes to Clarkston residents in 2023-2024.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN A CITY SERVICES AGREEMENT WITH THE AMANI WOMEN'S CENTER.

* * * * *

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

Section 1. That the City Council authorizes the Mayor to sign a City Services Agreement with the Amani Women's Center to provide a Workforce Development Program beginning in 2023 - 2024, funded through the ARPA Grant in the amount \$82,800. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

SERVICES AGREEMENT

This Services Agreement made effective as of February 8, 2023, between the City of Clarkston, Georgia ("CITY"), and **Amani Women Center Inc.**, a non-profit corporation organized under the laws of the State of Georgia, having its principal office at 3777 Church Street, Clarkston, GA 30021 ("Contractor").

RECITALS

A. CITY is in need of certain services as described in Attachment A, which is attached hereto and is incorporated herein by reference.

B. Contractor has been determined by CITY to have the necessary experience, expertise and qualifications to provide those services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. SCOPE OF SERVICES

A. Contractor shall, at the request of CITY, provide workforce development services, as more particularly described in Attachment A under the terms of this Agreement. Contractor's performance may be reviewed from time to time by CITY for purposes of determining that the services provided are within the scope of this Agreement.

B. The scope of services that Contractor will provide to CITY are described in Attachment A hereto. The scope of services shall only be changed by written amendment to this Agreement.

SECTION TWO. FEES AND COMPENSATION

A. Contractor shall be compensated for services rendered and related actual expenses on a reimbursement basis for labor and supplies necessary to performing the services contemplated by this Agreement. Compensation under this Agreement shall be payable to Contractor at its address set forth on page one of this Agreement.

B. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed Eighty Two Thousand Eight Hundred Dollars (\$82,800).

C. Payment for services rendered shall be made by CITY no more than once per month. Payment shall only be made pursuant to a detailed invoice presented to the City Manager, which

invoice shall indicate the service provided, hours expended, the date provided, and total fee for each service, and any out-of-pocket expenses. Such information shall be presented with sufficient clarity and detail so as to be satisfactory to the City Manager. Copies of invoices or receipts for third party charges must be included with Contractor's invoice when payment is requested.

SECTION THREE. DURATION

A. This Agreement shall begin on the 8th day of February, 2023 and shall end on the 7th day of February, 2024.

B. This Agreement may be terminated by either party submitting twenty (20) days written notice to the nonterminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the nonterminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services completed up to and including date of termination shall be based upon work completed as of the date of termination upon the payment terms identified in this Agreement, prorated as necessary as of the date of termination.

SECTION FOUR. DELIVERABLES

In addition to the services to be performed by Contractor, Contractor shall deliver to the city manager or her/his designee the following report(s) and information regarding Contractor's services in order for the CITY to evaluate the effectiveness of Contractor's program:

- a) quarterly reports on the name and address of each individual participating in the program;
- b) quarterly reports on the skills that these individuals are learning or have mastered; and
- c) such other information as Contractor may deem relevant or the city manager may request.

SECTION FIVE. INDEPENDENT CONTRACTOR

Contractor will perform the contemplated services as an independent contractor. It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer, official or agent of CITY.

SECTION
SIX.
RECORDS-AUDIT-CONFIDENTIALITY

Contractor shall maintain during the course of the work, and retain for not less than two years from the date of final payment on this Agreement, complete and accurate records of all of Contractor's costs which are chargeable to CITY under this Agreement; and CITY shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (but not be limited to): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors and any other third parties charges.

SECTION
SEVEN.
BONA FIDE NON-PROFIT STATUS

Prior to performing any services, and as a precondition to being compensated for any services, Contractor shall present to CITY, in a form satisfactory to the City Manager (for example, and official letter from the Internal Revenue Service), proof that Contractor is a bona fide non-profit entity in good standing with the IRS.

SECTION
EIGHT.
HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, hold harmless, and defend CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting, directly or indirectly, from Contractor's (or Contractor's subcontractors') performance or breach of the contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to damage to or destruction of property, including the loss of use resulting from such damage or destruction, or from negligent acts or willful misconduct, errors or omissions; and (2) not caused by the negligent act or omission or willful misconduct of the CITY or its elected and appointed officials and employees acting within the scope of their employment. This hold harmless and indemnification clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

SECTION
NINE.
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state or superior court of DeKalb County, Georgia. All parties consent to personal jurisdiction and venue in such court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising under this Agreement.

SECTION
TEN.
AUTHORITY

Contractor, by execution of this Agreement, does warrant and represent that Contractor is qualified to do business in Georgia and has full right, power and authority to enter into this Agreement.

SECTION
ELEVEN.
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth in this Agreement and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative to such subject matter. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties to this Agreement.

SECTION
TWELVE.
ASSIGNMENT & SUCCESSORS

This Agreement is not assignable or transferable by Contractor.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.

The parties have executed this Agreement through their authorized representatives:

CITY OF CLARKSTON, GEORGIA

By: _____
Its: _____

Approved as to form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney

CONTRACTOR

By: _____
Its: _____

ATTACHMENT A

SCOPE OF SERVICES



ANNUAL ASSISTANCE FUNDING

PROPOSAL FOR THE CITY OF CLARKSTON



"Amani Women Center Workforce Development Initiative"

Introduction:

The Amani Women Center (AWC) is requesting to be added to City of Clarkston's workforce development budget. AWC's workforce development seeks to train refugee women in the sewing program by providing them a skill and employment opportunities within AWC's manufacturing hub including starting their own home business.

Overview:

Refugee women are unable to work and contribute to the household income because they face a number of barriers accessing jobs. AWC sewing program addresses these barriers in a holistic way and trains the women to be workforce ready by providing social support which helps with childcare (CAPS), Food stamps (SNAP) among others, ESL classes which addresses the language barriers, health education that focuses on their wellbeing and the ability to navigate the health system, financial literacy classes that promotes savings and self-sufficiency, and computer literacy workshops that bridges the gap in the digital divide.

Resources:

1. AWC has a team of Instructors within the program.
2. AWC Case Workers that assist with social, and human services.
3. AWC Community Ambassadors that help with interpretation, translation, outreach, mobilization and canvassing among others.
4. AWC has two locations that are less than 5miles traveling distance for most of the residents.

Need:

5. There are hardly any manufacturing jobs that cater to refugee women within the City of Clarkston. 90% of the jobs are located within the meat packing industry in Gainesville Georgia. AWC's workforce development initiative will train and employ these women within the city which leads to economic empowerment and self-sufficiency.

Solution:

Amani Women Center is requesting \$72,000 to provide training under the workforce development initiative for 20 Clarkston residents in 2023. The cost per person is \$3,200 a year. ($\$3,200 \times 20 = \$72,000$). And an additional \$10,800 in overhead. A total budget request of \$82,800.00

The program participants will also receive individualized assistance and services in all the areas mentioned above in the "Overview". We anticipate training over 40 women and potentially more.

Proposal:

Amani Women Center proposes to pilot this initiative for the City of Clarkston to assist refugee women who are residents of Clarkston gain life skills that translate to livable wages, improve their economic wellbeing, and seek further opportunities that meet their needs. This keeps residents employed and creates business within Clarkston.

20 women will be trained with sewing skills that enables them to join the workforce.

Activities include:

- a) Weekly classes. (Introduction, Intermediary, Advance)
- b) Mornings (10am – 1pm) and Afternoons (2:30pm - 5:30pm)
- c) Program to provide sewing machines
- d) Machine Knowledge – Standard, Interlocks and industrial
- e) All fabrics – needed for course work
- f) All supplies and notions
- g) Instructors
- h) Case Workers to provide social and human services / screening and applications
- i) AWC Community Ambassadors to provide interpretations and translation support
- j) ESL
- k) Financial Literacy
- l) Computer literacy
- m) Other resources to support women and their families
- n) documentation and reporting

Budget:

Item Description	Amount
Training each student per year = 3,600 x 20 students	\$72,000
Total	\$72,000
Indirect / overhead Cost = 15%	\$10,800
Grand Total	\$82,800.00

ABOUT AMANI WOMEN CENTER, INC.

501-C3 Non-Profit Organization – Clarkston Ga

- AWC's mission is to empower and educate refugee and immigrant women through culturally tailored programs that contribute to their economic security and overall wellbeing. Our programs and services are linguistically and culturally appropriate to meet the needs of the different ethnicities we serve.
- AWC operates 3 main programs using a holistic approach.
 1. Amani Sewing Academy, with emphasis on life skills, self-sufficiency, workforce development, job placement, and small-scale manufacturing.
 2. The Healthy Families Program provides refuge for refugee women to be nurtured mentally and physically and foster healthy family relationships at home including their emotional well-being. HFP addresses health inequities and provides support for program participants within the sewing academy and the community at large. The support services include assistance from AWC case workers for human and social services, domestic violence prevention, sexual assault advocacy, counseling, interpretation, and translation, including workshops/classes that teach and address financial literacy, computer literacy, ESL, and civic engagement.
 3. AWC Community Ambassadors' Leadership Program - The women receive training and skills to take on leadership roles in the community. AWC community ambassadors outreach efforts during the pandemic pivoted to aiding the community in human and social services. AWC 1-800 helpline was implemented to aid with Covid-19 emergencies,

assisting with vaccinations, screening applicants for benefits such as Medicaid, TANF, Food Stamps, Childcare. All services, including translation and interpretation are conducted in 15 languages.

Highlights Since Covid-19 Pandemic:

- Earlier this year, AWC awarded certificates of completion to 23 graduates from 8 different countries and gifted each woman with a new Singer sewing machine. The sewing program has a 98% Graduation rate. 74% started a home business. 87% say they now earn livable wages and have improved English speaking and coping skills – a powerful testimony and credit to our program instructors and ESL volunteers.
- We are proud of our manufacturing team of 12 workers from our workforce development efforts. - comprising students and alumnae who are earning income for sewing various items from contract orders: *to name just a few....*
 - * 2,000 high end pillow covers for a Marietta based company.
 - * 400 table runners for a Decatur small business owner.
 - * 100 make-up bags for an Alpharetta beauty accessories company.
- Our team has been instrumental in developing our made in Clarkston line of products including, cross body bags, eye glass cases, pillowcases, table runners, aprons, and wine totes.
- During the early stages of the pandemic, the women made over 6,000 face masks. Some were donated to the refugee community and some to essential workers. Others were sold and revenue from the initiative was able to put food on the table for many of the program participants and their families.
- AWC community mobilization and outreach efforts in partnership with Dekalb County Board of Health, City of Clarkston, Dekalb County and CORE vaccinated over 975 adults & 370 children – the highest Dekalb County vaccination data within the Clarkston zip code.
- AWC case workers have assisted over 1,800 families with covid related emergencies since the pandemic with utility and rental assistance to avoid eviction or Homelessness. They have screened over 2,600 families that were approved for Food Stamps - SNAP, Childcare-CAPS, MEDICAID, TANF, LIHEAP assistance – And this is still ongoing.
- AWC distributed over 625 pounds of food since the pandemic, over 600 test kits, over 4,200 diapers and wipes, 2,300 bottles of hand sanitizers and other PPE items. These donations benefited 300 households and over 3,100 individuals in Clarkston and surrounding cities.
- We partnered with Clarkston Community Health Center to provide over 15 workshops on health, including BP, diabetes, and breast cancer screening. Our community conversations with other partners included awareness series on dispelling myths and fears about Covid-19.
- AWC is excited to announce that despite the challenges of the pandemic, we now occupy our own property in Clarkston which houses our administrative offices, a mixed-use space for classes

and workshops and of course a showroom showcasing various items proudly made by refugee women in our program.

Conclusion:

We look forward to working with the City of Clarkston and supporting all their efforts to improve the challenges ahead. We stand ready to partner with you in delivering services to help African families, immigrants and the refugee population.

If you have questions on this proposal, feel free to contact Doris Mukangu at your convenience by email at doris@amaniwomencenter.org or by phone at 678-793-0466

Thank you for your consideration.

Doris Mukangu,
President/Executive Director
Amani Women Center, Inc.
(501(c)3 Organization)

Thank You.

GRANT AWARD REIMBURSEMENT

Amani Women Center (AWC) provided family support services and training under the
Amani Sewing Program / Workforce Development for 25 plus program participants.

Thevika Perinpam

Lead Instructor/Training Supervisor

April - November 2023

Hours charged to grant - 640 x 23/hr = \$14,720

Amount expended against Award/Grant

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Semimonthly									
12/01/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
11/15/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
11/01/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
10/13/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
09/29/2023	Perinpam, Thevika	80.00	2,040.00	295.58	0.00	1,744.42	DD	156.06	2,196.06
09/15/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
09/01/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
08/15/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
08/01/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
07/14/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
06/30/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
06/15/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
06/01/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
05/15/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
05/01/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
04/14/2023	Perinpam, Thevika	80.00	1,840.00	268.78	0.00	1,571.22	DD	140.76	1,980.76
Pay Frequency Totals: Semimonthly		1,280.00	\$29,640.00	\$4,327.28	\$0.00	\$25,312.72		\$2,267.46	\$31,907.46
Total Net Pays for Semimonthly frequency: 16									
Company Totals:		1,280.00	\$29,640.00	\$4,327.28	\$0.00	\$25,312.72		\$2,267.46	\$31,907.46
Total Net Pays for Company: 16									

GRANT AWARD REIMBURSEMENT

Amani Women Center (AWC) provided family support services and training under the Amani Sewing Program / Workforce Development for 25 plus program participants.

Khatera Samargul

Part-Time Training/Interpretation/Translation

April - November 2023

Hours – 506.1 @ 15/hr = \$7,591

Amount expended against Award/Grant

DATE	NAME	WEEKS WORKED	AMOUNT	CHECK #	HOURS	
03/18/2023	Khatera Samargul	03/01/2023 - 03/15/2023	\$720.00	1647	48	
03/31/2023	Khatera Samargul	03/16/2023 - 03/31/2023	\$645.00	1658	43	
04/12/2023	Khatera Samargul	03/16/2023 - 03/31/2023	\$112.50	1667	7.5	
04/18/2023	Khatera Samargul	04/01/2023 - 04/15/2023	\$675.00	1672	45	
05/02/2023	Khatera Samargul	04/16/2023 - 04/30/2023	\$450.00	1689	30	
05/17/2023	Khatera Samargul	05/01/2023 - 05/15/2023	\$615.00	1705	41	
05/31/2023	Khatera Samargul	05/16/2023 - 05/31/2023	\$705.00	1722	47	
06/20/2023	Khatera Samargul	06/01/2023 - 06/15/2023	\$622.50	1736	41.5	
06/30/2023	Khatera Samargul	06/16/2023 - 06/30/2023	\$600.00	1758	40	
07/18/2023	Khatera Samargul	07/01/2023 - 07/15/2023	\$645.00	1773	43	
08/01/2023	Khatera Samargul	07/15/2023 - 07/31/2023	\$570.00	1793	38	
08/16/2023	Khatera Samargul	08/01/2023 - 08/15/2023	\$345.00	1800	23	
09/02/2023	Khatera Samargul	08/15/2023 - 08/31/2023	\$616.50	1816	41.1	
09/16/2023	Khatera Samargul	09/01/2023 - 09/15/2023	\$270.00	1831	18	
TOTAL			\$7,591.50		506.1	

GRANT AWARD REIMBURSEMENT

Amani Women Center (AWC) provided family support services and training under the
Amani Sewing Program / Workforce Development for 25 plus program participants.

Jeanne Uwimana

Part-Time Training / Supportive Services

April - November 2023

Hours - 788 @ 12/hr = \$9,453

Amount expended against Award/Grant

DATE	NAME	WEEKS WORKED	AMOUNT	CHECK #	HOURS
04/18/2023	Jeanne Uwimana	04/01/2023 - 04/15/2023	\$672.00	1673	56
05/02/2023	Jeanne Uwimana	04/16/2023 - 04/30/2023	\$480.00	1687	40
05/17/2023	Jeanne Uwimana	05/01/2023 - 05/15/2023	\$600.00	1703	50
05/31/2023	Jeanne Uwimana	05/16/2023 - 05/31/2023	\$516.00	1720	43
06/20/2023	Jeanne Uwimana	06/01/2023 - 06/15/2023	\$600.00	1734	50
06/30/2023	Jeanne Uwimana	06/16/2023 - 06/30/2023	\$660.00	1756	55
07/18/2023	Jeanne Uwimana	07/01/2023 - 07/15/2023	\$300.00	1771	25
08/01/2023	Jeanne Uwimana	07/15/2023 - 07/31/2023	\$600.00	1789	50
08/15/2023	Jeanne Uwimana	08/01/2023 - 08/15/2023	\$660.00	1798	55
09/02/2023	Jeanne Uwimana	08/15/2023 - 08/31/2023	\$720.00	1814	60
09/16/2023	Jeanne Uwimana	09/01/2023 - 09/15/2023	\$600.00	1826	50
10/02/2023	Jeanne Uwimana	09/16/2023 - 09/30/2023	\$660.00	1846	55
10/17/2023	Jeanne Uwimana	10/01/2023 - 10/15/2023	\$600.00	1875	50
11/02/2023	Jeanne Uwimana	10/16/2023 - 10/31/2023	\$165.00	1894	13.75
11/02/2023	Jeanne Uwimana	10/16/2023 - 10/31/2023	\$660.00	1888	55
11/17/2023	Jeanne Uwimana	11/01/2023 - 11/15/2023	\$525.00	1917	43.75
12/1/2023	Jeanne Uwimana	11/16/2023 - 11/30/2023	\$435.00	1926	36.25
TOTAL			\$9,453.00		787.75

GRANT AWARD REIMBURSEMENT

Amani Women Center (AWC) provided family support services and training under the
Amani Sewing Program / Workforce Development for 25 plus program participants.

Nadia Yousouf

Part-Time/Community Ambassador/Training/Transportation

April - November 2023

Hours – 471 @ 15/hr = \$5,652

Amount expended against Award/Grant

DATE	NAME	PROJECT DESCRIPTION	AMOUNT	CHECK #	HOURS	
5/2/2023	Nadia Yousouf	04/16/2023 - 04/30/2023	\$288.00	1691	24	
5/17/2023	Nadia Yousouf	05/01/2023 - 05/15/2023	\$324.00	1706	27	
6/5/2023	Nadia Yousouf	05/16/2023 - 05/31/2023	\$324.00	1727	27	
6/5/2023	Nadia Yousouf	Tranp. 04/18 - 05/31/23	\$360.00	1728	30	
6/20/2023	Nadia Yousouf	06/01/2023 - 06/15/2023	\$396.00	1738	33	
6/30/2023	Nadia Yousouf	06/16/2023 - 06/30/2023	\$396.00	1760	33	
7/13/2023	Nadia Yousouf	Transp. 06/06/23 - 07/12/23	\$340.00	1762	28	
7/18/2023	Nadia Yousouf	07/01/2023 - 07/15/2023	\$396.00	1775	33	
8/1/2023	Nadia Yousouf	07/15/2023 - 07/31/2023	\$216.00	1792	18	
8/15/2023	Nadia Yousouf	08/1/2023 - 08/15/2023	\$180.00	1797	15	
8/29/2023	Nadia Yousouf	Transp. 07/18 - 08/23	\$120.00	1805	10	
09/02/2023	Nadia Yousouf	08/15/2023-08/31/2023	\$468.00	1817	39	
09/16/2023	Nadia Yousouf	09/01/2023 - 09/15/2023	\$396.00	1828	33	
10/02/2023	Nadia Yousouf	09/16/2023 - 09/30/2023	\$504.00	1848	42	
10/10/2023	Nadia Yousouf	09/05/2023 - 09/27/2023	\$180.00	1859	15	
10/10/2023	Nadia Yousouf	09/05/2023 - 09/27/2023	\$60.00	1858	5	
11/2/2023	Nadia Yousouf	10/01 - 10/15/2023	\$180.00	1891	24	
10/17/2023	Nadia Yousouf	10/16 - 10/31/2023	\$288.00	1877	15	
11/14/2023	Nadia Yousouf	Transp. 11/01 - 11/14/2023	\$240.00	1911	20	
TOTAL			\$5,652.00		471	

GRANT AWARD REIMBURSEMENT

Amani Women Center (AWC) provided family support services and training under the
Amani Sewing Program / Workforce Development for 25 plus program participants.

Doris Mukangu

Supportive Services/Program Director

April - November 2023

Hours charged to grant - 256 x 36/hr = \$9,216

Amount expended against Award/Grant

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Semimonthly									
12/01/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
11/15/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
11/01/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
10/13/2023	Mukangu, Doris	0.00	3,250.00	780.14	100.00	2,369.86	DD	346.13	3,596.13
09/29/2023	Mukangu, Doris	0.00	3,150.00	744.75	100.00	2,305.25	DD	335.48	3,485.48
09/15/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
09/01/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
08/15/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
08/01/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
07/14/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
06/30/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
06/15/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
06/01/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
05/15/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
05/01/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
04/14/2023	Mukangu, Doris	0.00	2,900.00	656.25	100.00	2,143.75	DD	308.85	3,208.85
Pay Frequency Totals: Semimonthly		0.00	\$47,000.00	\$10,712.39	\$1,600.00	\$34,687.61		\$5,005.51	\$52,005.51
Total Net Pays for Semimonthly frequency: 16									
Company Totals:		0.00	\$47,000.00	\$10,712.39	\$1,600.00	\$34,687.61		\$5,005.51	\$52,005.51
Total Net Pays for Company: 16									

GRANT AWARD REIMBURSEMENT - Item 1 / Line 1 DDL-9000C

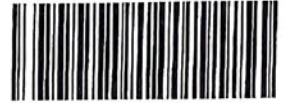
Amani Women Center (AWC) provided family support services and training under the
Amani Sewing Program / Workforce Development for 25 plus program participants.

Sewingmachinesplus.com**Sales Receipt**

1040 S Andreasen Dr, Ste 150

Escondido, CA 92029

800-401-8151



SHIP VIA	INVOICE #	CUST. ID	DATE	WEB ORDER #
	915966	560347	7-Nov-2023	

Sold To

REGGIE ERAWOC 404-780-1754
AMANI WOMAN CENTER
5140 MEMORIAL DR.
Stone Mountain GA 30083
reggie@amaniwomencenter.org

SHIP TO

REGGIE ERAWOC 404-780-1754
AMANI WOMAN CENTER
5140 MEMORIAL DR.
Stone Mountain GA 30083
reggie@amaniwomencenter.org

Shipped via:	Payment Method:	Wire Transfer	Last 4 digits of credit card #:
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SKU	DESCRIPTION	ORDERED	SHIPPED	NOT SHIPPED	*	UNIT PRICE	TOTAL
smp-9000c-fms	Juki DDL-9000C-FMS With Assembled Table and Motor	2	2	0		\$2,699.00	\$5,398.00 ✓
Civit-T40Legs&Casters	T40 Table Legs W/Casters (Upgrade at time of Machine Order)	4	4	0		\$119.00	\$476.00
juki-lh-3528a	Juki LH-3528A 2 Needle Semi-dry Head Lockstitch Industrial Machine (1/4inch Standard Gauge) w/ Table, Stand and Motor	1	1	0		\$2,599.00	\$2,599.00
civit-MO-6816	Juki MO-6816 - 5 Thread High-speed Overlock / Safety Stitch Industrial Serger, w/ Table, Stand and Servo Motor	1	1	0		\$1,799.00	\$1,799.00
juki-MO-654DE-kit	Juki Pearl Line MO-654DE 2/3/4 Thread Serger-Kit	1	1	0		\$479.99	\$479.99
d-15X1-14	Organ 15X1 Universal Needles 10 Packn (HAX1 130/705H 90/14)	5	0	5		\$0.00	\$0.00
dvd	Instructional DVD	1	1	0		\$0.00	\$0.00
juki-MO-654DE	Juki Pearl Line MO-654DE 2/3/4 Thread Serger	1	1	0		\$0.00	\$0.00
juki-MOAC0310	JUKI 8 Piece foot Kit for MO600 & MO700 Series Sergers	1	1	0		\$0.00	\$0.00
juki-serger-wb	Juki Serger Electronic Workbook CD (a great resource for all sergers)	1	1	0		\$0.00	\$0.00
pd60-ALP-EGGSHELL	Alphasew Serger Thread, 3000yds. - Eggshell	4	3	1		\$0.00	\$0.00
pd60-ALP-white	Alphasew Serger Thread, 3000yds. - White	4	2	2		\$0.00	\$0.00
sergertotblack	Serger Tote Bag - Black	1	1	0		\$0.00	\$0.00
	Shipping Charge - 2	1	1	0		\$900.00	\$900.00

* A check mark in this column
Indicates a Discontinued product

INVOICE TOTAL**\$11,651.99****BALANCE DUE****\$11,651.99****Thanks for your order!**

CITY OF CLARKSTON

ITEM NO: 7D

CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve the City Services Agreement with the Veterans & Community Outreach Foundation (VCOF) to provide services and programs to Clarkston veterans residents in 2024 funded through ARPA Grant.

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 approve the service agreement with VCOF to provide services and programs to Clarkston veterans in 2024 funded through the ARPA Grant.

NEED/ IMPACT: The VCOF was originally allocated \$39,193 in ARPA Funding for services and programs for Clarkston veterans. To date, VCOF has provided and been reimbursed for \$32,450.42 with a balance remaining of \$6,742.58 for 2024. This service agreement provides the plan for services and programs to be provided in 2024.

RECOMMENDATION:

Staff recommends acceptance of the Services Agreement with the Veterans & Community Outreach Foundation to provide services and programs to Clarkston veterans in 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN A CITY SERVICES AGREEMENT WITH THE VETERANS & COMMUNITY OUTREACH FOUNDATION.

* * * * *

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

Section 1. That the City Council authorizes the Mayor to sign a City Services Agreement with the Veterans & Community Outreach Foundation to provide services and programs to Clarkston veterans residents in 2024, funded through the ARPA Grant in the amount of \$6,742.58. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

SERVICES AGREEMENT

This Services Agreement made this ____ day of _____, 20____, between the City of Clarkston, Georgia ("CITY"), and **Veterans Community Outreach Foundation, Inc.**, a non-profit corporation organized under the laws of the State of Georgia, having its principal office at 4650 E. Ponce de Leon Ave, D12 Sage Point, Clarkston, GA, 30021 ("Contractor").

RECITALS

A. CITY is in need of certain services as described in Attachment A, which is attached hereto and is incorporated herein by reference.

B. Contractor has been determined by CITY to have the necessary experience, expertise and qualifications to provide those services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. SCOPE OF SERVICES

A. Contractor shall provide services and programs for the benefit of Clarkston veterans, as more particularly described in Attachment A under the terms of this Agreement. Contractor's performance may be reviewed from time to time by CITY for purposes of determining that the services provided are within the scope of this Agreement.

B. The scope of services that Contractor will provide to CITY are described in Attachment A hereto. The scope of services shall only be changed by written amendment to this Agreement.

SECTION TWO. FEES AND COMPENSATION

A. Contractor shall be compensated for services rendered and related actual expenses on a reimbursement basis for labor and supplies necessary to performing the services contemplated by this Agreement. Compensation under this Agreement shall be payable to Contractor at its address set forth on page one of this Agreement.

B. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed \$6,742.58.

C. Payment for services rendered shall be made by CITY no more than once per month. Payment shall only be made pursuant to a detailed invoice presented to the City Manager, which

invoice shall indicate the service provided, hours expended, the date provided, and total fee for each service, and any out-of-pocket expenses. Such information shall be presented with sufficient clarity and detail so as to be satisfactory to the City Manager. Copies of invoices or receipts for third party charges must be included with Contractor's invoice when payment is requested.

SECTION THREE. DURATION

A. This Agreement shall begin on the 1st day of January , 2024 and shall end on the 31st day of December, 2024.

B. This Agreement may be terminated by either party submitting twenty (20) days written notice to the nonterminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the nonterminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services completed up to and including date of termination shall be based upon work completed as of the date of termination upon the payment terms identified in this Agreement, prorated as necessary as of the date of termination.

SECTION FOUR. DELIVERABLES

In addition to the services to be performed by Contractor, Contractor shall deliver to the city manager or her/his designee the following report(s) and information regarding Contractor's services in order for the CITY to evaluate the effectiveness of Contractor's program:

- a) monthly reports stating the name and address of each individual benefiting from the program; and
- b) monthly reports on the services provided to these individuals.

SECTION FIVE. INDEPENDENT CONTRACTOR

Contractor will perform the contemplated services as an independent contractor. It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer, official or agent of CITY.

SECTION
SIX.
RECORDS-AUDIT-CONFIDENTIALITY

Contractor shall maintain during the course of the work, and retain for not less than two years from the date of final payment on this Agreement, complete and accurate records of all of Contractor's costs which are chargeable to CITY under this Agreement; and CITY shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (but not be limited to): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors and any other third parties charges.

SECTION
SEVEN.
BONA FIDE NON-PROFIT STATUS

Prior to performing any services, and as a precondition to being compensated for any services, Contractor shall present to CITY, in a form satisfactory to the City Manager (for example, and official letter from the Internal Revenue Service), proof that Contractor is a bona fide non-profit entity in good standing with the IRS.

SECTION
EIGHT.
HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, hold harmless, and defend CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting, directly or indirectly, from Contractor's (or Contractor's subcontractors') performance or breach of the contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to damage to or destruction of property, including the loss of use resulting from such damage or destruction, or from negligent acts or willful misconduct, errors or omissions; and (2) not caused by the negligent act or omission or willful misconduct of the CITY or its elected and appointed officials and employees acting within the scope of their employment. This hold harmless and indemnification clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

SECTION
NINE.
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state or superior court of DeKalb County, Georgia. All parties consent to personal jurisdiction and venue in such court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising under this Agreement.

SECTION
TEN.
AUTHORITY

Contractor, by execution of this Agreement, does warrant and represent that Contractor is qualified to do business in Georgia and has full right, power and authority to enter into this Agreement.

SECTION
ELEVEN.
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth in this Agreement and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative to such subject matter. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties to this Agreement.

SECTION
TWELVE.
ASSIGNMENT & SUCCESSORS

This Agreement is not assignable or transferable by Contractor.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.

The parties have executed this Agreement through their authorized representatives:

CITY OF CLARKSTON, GEORGIA

By: _____
Its: _____

Approved as to form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney

CONTRACTOR

By: _____
Its: _____

ATTACHMENT A

SCOPE OF SERVICES



February 21, 2024

Veterans & Community Outreach Foundation (VCOF)
6450 E Ponce de Leon Ave
Clarkston, GA 30021

City of Clarkston, Georgia
City Hall Annex
1055 Rowland Street
Clarkston, GA 30021
Attention: Ms. Tammi Sadler-Jones, Mr. Dan Defnall

RE: VCOF / MOU with the City of Clarkston Remaining Funding Balance 2024

As of 2/21/2024, VCOF has a balance of \$6,742.58 in untapped funding from their ARPA budget. We propose utilizing this budget in 2024 as follows:

1 Health Fair	\$2,050
2 Food Distribution Events	\$2,500
1 "Conversation with a Vet" Wellness Event	\$750
1-2 "Veterans Night Out" Wellness Events (Healthy Food Buffet)	<u>\$1,450</u>
Total	<u>\$6,750</u>

VCOF extends their continued appreciation to The City of Clarkston for the administration of this funding to provide meaningful and beneficial programming to our Veterans. Thank you.

Victor Lamar Johnson
Founder, CEO & President

Cheri L. Stone
Volunteer Compliance Officer/CFO



CITY OF CLARKSTON

ITEM NO: 7E

CITY COUNCIL WORK SESSION

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MARCH 5, 2024

SUBJECT: To approve the agreement with Clarkston Development Foundation, Inc. for the Tell Me A Story Program in the amount of \$7,000.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES:

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

PURPOSE: To approve the agreement with Clarkston Development Foundation Inc for the Tell Me A Story Program in the amount of \$7,000.

NEED/ IMPACT: The Tell Me A Story Program is an annual celebration program, a gathering of storytellers, childcare programs, social service, literacy, and health agencies, families and children. The purpose of the Tell Me A Story Program is to promote the importance of reading and literacy activities for all children, birth to age 8, and to foster connection between the City of Clarkson's diverse residents and the broader community.

RECOMMENDATION: To approve the agreement with Clarkston Development Foundation Inc for the Tell Me A Story Program in the amount of \$7,000.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CLARKSTON DEVELOPMENT FOUNDATION, INC. FOR THE TELL ME A STORY PROGRAM.

* * * * *

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

Section 1. That the City Council authorizes the Mayor to sign an agreement with Clarkston Development Foundation, Inc. for the Tell Me A Story Program, funded through the General Fund (Community Action Budget FY 2024) in the amount of \$7,000. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

SERVICES AGREEMENT

This Services Agreement made this ____ day of _____, 20____, between the City of Clarkston, Georgia (“CITY”), and **Clarkston Development Foundation, Inc.**, a non-profit corporation organized under the laws of State of Delaware and having its principal office at 6780 James B. Rivers Dr., Attn: Flo Shepley, CDF, Stone Mountain, GA, 30083, (“Contractor”).

RECITALS

A. CITY is in need of certain services as described in Attachment A, which is attached hereto and is incorporated herein by reference.

B. Contractor has been determined by CITY to have the necessary experience, expertise and qualifications to provide those services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. SCOPE OF SERVICES

A. Contractor shall put on the event known as “Tell Me a Story”, as more particularly described in Attachment A, under the terms of this Agreement. Contractor's performance may be reviewed from time to time by CITY for purposes of determining that the services provided are within the scope of this Agreement.

B. The scope of services that Contractor will provide to CITY are described in Attachment A hereto. The scope of services shall only be changed by written amendment to this Agreement.

SECTION TWO. FEES AND COMPENSATION

A. Contractor shall be compensated for services rendered and related actual expenses on a reimbursement basis for labor and supplies necessary to performing the services contemplated by this Agreement. Compensation under this Agreement shall be payable to Contractor at its address set forth on page one of this Agreement.

B. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed \$7,000.

C. Payment for services rendered shall be made by CITY no more than once per month. Payment shall only be made pursuant to a detailed invoice presented to the City Manager, which

invoice shall indicate the service provided, hours expended, the date provided, and total fee for each service, and any out-of-pocket expenses. Such information shall be presented with sufficient clarity and detail so as to be satisfactory to the City Manager. Copies of invoices or receipts for third party charges must be included with Contractor's invoice when payment is requested.

SECTION THREE. DURATION

A. This Agreement shall begin on the 5th day of March, 2024 and shall end on the 31st day of December, 2024.

B. This Agreement may be terminated by either party submitting twenty (20) days written notice to the nonterminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the nonterminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services completed up to and including date of termination shall be based upon work completed as of the date of termination upon the payment terms identified in this Agreement, prorated as necessary as of the date of termination.

SECTION FOUR. DELIVERABLES

In addition to the services to be performed by Contractor, Contractor shall deliver to the city manager the following report(s) and information regarding Contractor's services in order for the CITY to evaluate the effectiveness of Contractor's program:

- a) within thirty days of the event, a report on the number of attendees, the identity of the performers, and the stories presented to attendees;
- b) such other information as Contractor may deem relevant or the city manager may request.

SECTION FIVE. INDEPENDENT CONTRACTOR

Contractor will perform the contemplated services as an independent contractor. It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer, official or agent of CITY.

SECTION
SIX.
RECORDS-AUDIT-CONFIDENTIALITY

Contractor shall maintain during the course of the work, and retain for not less than two years from the date of final payment on this Agreement, complete and accurate records of all of Contractor's costs which are chargeable to CITY under this Agreement; and CITY shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (but not be limited to): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors and any other third parties charges.

SECTION
SEVEN.
BONA FIDE NON-PROFIT STATUS

Prior to performing any services, and as a precondition to being compensated for any services, Contractor shall present to CITY, in a form satisfactory to the City Manager (for example, and official letter from the Internal Revenue Service), proof that Contractor is a bona fide non-profit entity in good standing with the IRS.

SECTION
EIGHT.
HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, hold harmless, and defend CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting, directly or indirectly, from Contractor's (or Contractor's subcontractors') performance or breach of the contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to damage to or destruction of property, including the loss of use resulting from such damage or destruction, or from negligent acts or willful misconduct, errors or omissions; and (2) not caused by the negligent act or omission or willful misconduct of the CITY or its elected and appointed officials and employees acting within the scope of their employment. This hold harmless and indemnification clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

SECTION
NINE.
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state or superior court of DeKalb County, Georgia. All parties consent to personal jurisdiction and venue in such court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising under this Agreement.

SECTION
TEN.
AUTHORITY

Contractor, by execution of this Agreement, does warrant and represent that Contractor is qualified to do business in Georgia and has full right, power and authority to enter into this Agreement.

SECTION
ELEVEN.
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth in this Agreement and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative to such subject matter. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties to this Agreement.

SECTION
TWELVE.
ASSIGNMENT & SUCCESSORS

This Agreement is not assignable or transferable by Contractor.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.

The parties have executed this Agreement through their authorized representatives:

CITY OF CLARKSTON, GEORGIA

By: _____
Its: _____

Approved as to form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney

CONTRACTOR

By: _____
Its: _____

ATTACHMENT A

SCOPE OF SERVICES

2024 Clarkston Tell Me a Story! Festival, Saturday, September 14, 2024, Clarkston Community Center, Clarkston, GA 30021

Submitted on behalf of the Clarkston Early Learning Task Force, Clarkston Development Foundation, Inc. (CDF Action), PO Box 529, Clarkston, GA 30021

CDF Action, with the Clarkston Early Learning Task Force and other partners, will coordinate the 11th annual Clarkston Tell Me a Story! Festival to be held September 14, 2024, at the Clarkston Community Center, from 11 a.m. to 3 p.m.

The Festival is an annual celebration, a gathering of storytellers, child care programs, social service, literacy, and health agencies, families and children. The purpose of the Festival is to promote the importance of reading and literacy activities for all children, birth to age 8, and to foster connection between the City of Clarkston's diverse residents and the broader community. The tenth annual festival attracted over 350 children, families, literacy partners, and community residents. The Clarkston Greenway Study Committee hosted a display and received input on the Clarkston plan. The International Rescue Committee (IRC) distributed diapers, and as is the tradition, Kuumba Storytellers of Georgia hosted the storytelling, including a children's parade, stories in many languages, drumming, dancing, and youth story tellers. Mayor Burks gave the welcome.

Approximately 25 vendors conducted literacy, nutrition, and health activities and distributed information about their programs. The annual book give away and free book bags were a special hit with the participants, with hundreds of donated children and youth books "going home" with eager children. Participants enjoyed storytelling and music on the Main Stage. They signed up for library cards, met a children's author, received information on how to enroll in Georgia Pre-K and Head Start, and more.

The annual event is made possible by the many partners, families and volunteers who donate their time and talent. The Clarkston Early Learning Task Force members and partners met frequently to design, plan, and evaluate the event. Over 40 volunteers assisted with the planning and volunteering the day of the festival.

2024 scope of work:

- Securing a date, location, and finalizing a contract for the venue
- Convening and facilitating planning meetings of the Clarkston Early Learning Task Force, storytellers, and others
- Coordinating with the City of Clarkston regarding banners, program, and promotion
- Developing Memorandums of Agreement with storytellers, interpreters, and other consultants
- Promoting the Festival through posters, flyers, social media

- Coordinating the Festival activities, including on the day of the event
- Processing consultant and other invoices and submitting invoices to the City of Clarkston
- Preparing a final report.

Estimated Budget and Request

\$3,600	Space Rental Fee, Clarkston Community Center
1,900	Story Tellers
480	Interpreters
1,020	Printing
\$7,000	TOTAL

Other costs, such as banners and supplies, will be covered through funds raised for the event through sponsorships, donations, and in-kind services.

Exhibit A. Scope of Work Revised

2024 Clarkston Tell Me a Story! Festival, Saturday, September 14, 2024, Clarkston Community Center, Clarkston, GA 30021

Submitted on behalf of the Clarkston Early Learning Task Force, Clarkston Development Foundation, Inc. (CDF Action), PO Box 529, Clarkston, GA 30021

CDF Action, with the Clarkston Early Learning Task Force and other partners, will coordinate the 11th annual Clarkston Tell Me a Story! Festival to be held September 14, 2024, at the Clarkston Community Center, from 11 a.m. to 3 p.m.

The Festival is an annual celebration, a gathering of storytellers, child care programs, social service, literacy, and health agencies, families and children. The purpose of the Festival is to promote the importance of reading and literacy activities for all children, birth to age 8, and to foster connection between the City of Clarkson's diverse residents and the broader community.

The tenth annual festival attracted over 350 children, families, literacy partners, and community residents. The Clarkston Greenway Study Committee hosted a display and received input on the Clarkston plan. The International Rescue Committee (IRC) distributed diapers, and as is the tradition, Kuumba Storytellers of Georgia hosted the storytelling, including a children's parade, stories in many languages, drumming, dancing, and youth story tellers. Mayor Burks gave the welcome.

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The annual event is made possible by the many partners, families and volunteers who donate their time and talent. The Clarkston Early Learning Task Force members and partners met frequently to design, plan, and evaluate the event. Over 40 volunteers assisted with the planning and volunteering the day of the festival.

2024 scope of work:

- Securing a date, location, and finalizing a contract for the venue
- Convening and facilitating planning meetings of the Clarkston Early Learning Task Force, storytellers, and others
- Coordinating with the City of Clarkston regarding banners, program, and promotion
- Developing Memorandums of Agreement with storytellers, interpreters, and other consultants
- Promoting the Festival through posters, flyers, social media
- Coordinating the Festival activities, including on the day of the event
- Processing consultant and other invoices and submitting invoices to the City of Clarkston
- Preparing a final report.

Estimated Budget and Request

\$3,600	Space Rental Fee, Clarkston Community Center
1,900	Story Tellers
480	Interpreters
1,020	Printing
\$7,000	TOTAL

Other costs, such as banners and supplies, will be covered through funds raised for the event through sponsorships, donations, and inkind services.



CITY OF CLARKSTON

ITEM NO: 7F

CITY COUNCIL WORK SESSION

MEETING TYPE:

Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:

Approval

MEETING DATE: MARCH 5, 2024

- **SUBJECT:** To approve for Clarkston Development Foundation Inc (CDF Action), on behalf of the Clarkston Early Learning Task Force for the Story Walk at Friendship Forest, City of Clarkston Early Learning Information Fair, and Department of Early Care and Learning (DECL) & Partners Early Care & Learning Dialogue in the amount of \$10,000.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO

PAGES:

PRESENTER CONTACT INFO: Tammi Saddler Jones,
Interim City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To approve for Clarkston Development Foundation Inc (CDF Action), on behalf of the Clarkston Early Learning Task Force, for the Story Walk at Friendship Forest, City of Clarkston Early Learning Information Fair, and Department of Early Care and Learning (DECL) & Partners Early Care & Learning Dialogue in the amount of \$10,000.

NEED/ IMPACT: The City of Clarkston Early Learning Task Force will continue to meet in 2024 to promote equitable early care and learning policies, procedures, and programs. They are looking forward to making a presentation to the Clarkston City Council on the Task Force's work and accomplishments. The Task Force is not requesting funding for the Task Force operations in 2024. Rather, they are requesting funding for three activities that were developed by the Task Force. These activities are:

- The Story Walk at Friendship Forest
- The City of Clarkston Early Learning Information Fair
- DECAL (Department of Early Care and Learning) & Partners Early Care & Learning Dialogue

RECOMMENDATION: To approve the agreement with Clarkston Development Foundation (CDF Action), on behalf of the Clarkston Early Learning Task Force, for the Story Walk at Friendship Forest, City of Clarkston Early Learning Information Fair, and Department of Early Care and Learning (DECL) & Partners Early Care & Learning Dialogue in the amount of \$10,000.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CLARKSTON DEVELOPMENT FOUNDATION, INC. FOR THE CLARKSTON EARLY LEARNING TASK FORCE.

* * * * *

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

Section 1. That the City Council authorizes the Mayor to sign an agreement with Clarkston Development Foundation, Inc. for the Clarkston Early Learning Task Force, funded through the General Fund (Community Action Budget FY 2024) in the amount of \$10,000. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

SERVICES AGREEMENT

This Services Agreement made this 5th day of March, 2024, between the City of Clarkston, Georgia (“CITY”), and **Clarkston Development Foundation, Inc.**, a non-profit corporation organized under the laws of State of Delaware and having its principal office at 6780 James B. Rivers Dr., Attn: Flo Shepley, CDF, Stone Mountain, GA, 30083, (“Contractor”).

RECITALS

A. CITY is in need of certain services as described in Attachment A, which is attached hereto and is incorporated herein by reference.

B. Contractor has been determined by CITY to have the necessary experience, expertise and qualifications to provide those services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. SCOPE OF SERVICES

A. Contractor shall put on the events known as “Story Walk at Friendship Forest,” “City of Clarkston Early Learning Information Fair,” and “Early Care & Learning Dialogue,” as more particularly described in Attachment A under the terms of this Agreement. Contractor's performance may be reviewed from time to time by CITY for purposes of determining that the services provided are within the scope of this Agreement.

B. The scope of services that Contractor will provide to CITY are described in Attachment A hereto. The scope of services shall only be changed by written amendment to this Agreement.

SECTION TWO. FEES AND COMPENSATION

A. Contractor shall be compensated for services rendered and related actual expenses on a reimbursement basis for labor and supplies necessary to performing the services contemplated by this Agreement. Compensation under this Agreement shall be payable to Contractor at its address set forth on page one of this Agreement.

B. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed \$10,000.

C. Payment for services rendered shall be made by CITY no more than once per month. Payment shall only be made pursuant to a detailed invoice presented to the City Manager, which invoice shall indicate the service provided, hours expended, the date provided, and total fee for each service, and any out-of-pocket expenses. Such information shall be presented with sufficient clarity and detail so as to be satisfactory to the City Manager. Copies of invoices or receipts for third party charges must be included with Contractor's invoice when payment is requested.

SECTION THREE. DURATION

A. This Agreement shall begin on the 5th day of March, 2024 and shall end on the 31st day of December, 2024.

B. This Agreement may be terminated by either party submitting twenty (20) days written notice to the nonterminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the nonterminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services completed up to and including date of termination shall be based upon work completed as of the date of termination upon the payment terms identified in this Agreement, prorated as necessary as of the date of termination.

SECTION FOUR. DELIVERABLES

In addition to the services to be performed by Contractor, Contractor shall deliver to the city manager or her/his designee the following report(s) and information regarding Contractor's services in order for the CITY to evaluate the effectiveness of Contractor's program:

- a) within thirty days after each event, a report on the number of attendees and the benefits received by said attendees;
- b) such other information as Contractor may deem relevant or the city manager may request.

SECTION FIVE. INDEPENDENT CONTRACTOR

Contractor will perform the contemplated services as an independent contractor. It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer, official or agent of CITY.

SECTION
SIX.
RECORDS-AUDIT-CONFIDENTIALITY

Contractor shall maintain during the course of the work, and retain for not less than two years from the date of final payment on this Agreement, complete and accurate records of all of Contractor's costs which are chargeable to CITY under this Agreement; and CITY shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (but not be limited to): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors and any other third parties charges.

SECTION
SEVEN.
BONA FIDE NON-PROFIT STATUS

Prior to performing any services, and as a precondition to being compensated for any services, Contractor shall present to CITY, in a form satisfactory to the City Manager (for example, and official letter from the Internal Revenue Service), proof that Contractor is a bona fide non-profit entity in good standing with the IRS.

SECTION
EIGHT.
HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, hold harmless, and defend CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting, directly or indirectly, from Contractor's (or Contractor's subcontractors') performance or breach of the contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to damage to or destruction of property, including the loss of use resulting from such damage or destruction, or from negligent acts or willful misconduct, errors or omissions; and (2) not caused by the negligent act or omission or willful misconduct of the CITY or its elected and appointed officials and employees acting within the scope of their employment. This hold harmless and indemnification clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

SECTION
NINE.
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state or superior court of DeKalb County, Georgia. All parties consent to personal jurisdiction and venue in such court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising under this Agreement.

SECTION
TEN.
AUTHORITY

Contractor, by execution of this Agreement, does warrant and represent that Contractor is qualified to do business in Georgia and has full right, power and authority to enter into this Agreement.

SECTION
ELEVEN.
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth in this Agreement and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative to such subject matter. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties to this Agreement.

SECTION
TWELVE.
ASSIGNMENT & SUCCESSORS

This Agreement is not assignable or transferable by Contractor.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.

The parties have executed this Agreement through their authorized representatives:

CITY OF CLARKSTON, GEORGIA

By: _____
Its: _____

Approved as to form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney

CONTRACTOR

By: _____
Its: _____

ATTACHMENT A

SCOPE OF SERVICES REVISED

Friendship Forest Story Walk, Early Learning Information Fair, and DECAL & Partners Early Care & Learning Dialogue. Submitted by the Clarkston Development Foundation, Inc. (CDF Action), PO Box 529, Clarkston, GA 30021, on behalf of the Clarkston Early Learning Task Force

The City of Clarkston Early Learning Task Force will continue to meet in 2024 to promote equitable early care and learning policies, procedures, and programs. We are looking forward to making a presentation to the Clarkston City Council on the Task Force's work and accomplishments. The Task Force is not requesting funding for the Task Force operations in 2024. Rather, we are requested funding for three activities that were developed by the Task Force. These activities are:

- The Story Walk at Friendship Forest
- The City of Clarkston Early Learning Information Fair
- DECAL (Department of Early Care and Learning) & Partners Early Care & Learning Dialogue

Story Work at Friendship Forest – \$3,600 - Scope of Work. We have sufficient books for the year (6 books) with free copies to be distributed to childcare center children participating in three field trips. The books were purchased last year through a grant from the Stone Mountain Rotary Club. The City of Clarkston requested funds will be used to contract with a Story Walk Coordinator who will prepare the books for the Story Walk Boards, rotating the books every other month. His role is to laminate the pages, place them in the stands along the path, and ensure that the boards are clean and maintained. He will monitor the QR code and share any evaluations posted by visitors to the Walk. He will assist with special events. Funds will also be used for laminating and cleaning supplies, printing, and events. CDF will donate staff time for developing flyers, promotion, and coordinating the Guide to the book with the Rollins Center for Literacy and Language, also a donated service. The Story Walk is open to the public so we will not be able to estimate usage. However, the scope of work includes hosting at least 4 events (field trips for childcare centers or special events) and we will document attendance and request that participants complete a survey.

Proposed Budget:

\$2,400	Coordinator/Consultant – Laminate new books and install, 6 times a year; Clean stands every two weeks; assist with special events
1,200	Lamination and Supplies
\$3,600	TOTAL

City of Clarkston Early Learning Information Fair -\$3,650 – Scope of Work.

In 2022, the Clarkston Early Learning Task Force sponsored the first Early Learning Information Fair at Indian Creek Elementary School with approximately 75 participants who received information about childcare services (e.g., Pre-K, Head Start, childcare subsidies, home visiting). The second annual Fair was held at the Clarkston Community Center, with 20 partners, and over 150 families in attendance. The third Fair will be held in April 2024, tentatively at the Clarkston Community Center, with 20 partners and an estimated 200 families. Funds will be used for space rental, interpreters, printing and supplies, and transportation.

Proposed Budget:

\$2,000	Space Rental
600	Interpreters
600	Printing, Supplies
450	Transportation
\$3,650	TOTAL

DECAL and Partners Early Care and Learning Dialogue - \$2,750 – Scope of Work.

In 2023, the Clarkston Early Learning Task Force, spearheaded by IRC and CDF Action, partnered with DECAL to host a Dialogue for front-line workers/case managers to inform them about state early care and learning policies and programs (e.g., Inclusion Services, childcare subsidies, Pre-K, Head Start). Over 60 participants attended and feedback from the presenters and participants was extremely positive with a request that the Dialogue be held at least annually. 2024 funds will be used for space rental and printing. The event will be scheduled for spring 2024, date and place to be determined.

Proposed Budget:

\$2,000	Space Rental
750	Printing, Supplies
\$2,750	TOTAL

Exhibit A. Scope of Work Revised

Friendship Forest Story Walk, Early Learning Information Fair, and DECAL & Partners Early Care & Learning Dialogue. Submitted by the Clarkston Development Foundation, Inc. (CDF Action), PO Box 529, Clarkston, GA 30021, on behalf of the Clarkston Early Learning Task Force

The City of Clarkston Early Learning Task Force will continue to meet in 2024 to promote equitable early care and learning policies, procedures, and programs. We are looking forward to making a presentation to the Clarkston City Council on the Task Force's work and accomplishments. The Task Force is not requesting funding for the Task Force operations in 2024. Rather, we are requested funding for three activities that were developed by the Task Force. These activities are:

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Proposed Budget:

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\$3,600	TOTAL

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The third Fair will be held in April 2024, tentatively at the Clarkston Community Center, with 20 partners and an estimated 200 families. Funds will be used for space rental, interpreters, printing and supplies, and transportation.

Proposed Budget:

\$2,000	Space Rental
600	Interpreters
600	Printing, Supplies
450	Transportation
\$3,650	TOTAL

DECAL and Partners Early Care and Learning Dialogue - \$2,750 – Scope of Work. In 2023, the Clarkston Early Learning Task Force, spearheaded by IRC and CDF Action, partnered with DECAL to host a Dialogue for front-line workers/case managers to inform them about state early care and learning policies and programs (e.g., Inclusion Services, childcare subsidies, Pre-K, Head Start). Over 60 participants attended and feedback from the presenters and participants was extremely positive with a request that the Dialogue be held at least annually. 2024 funds will be used for space rental and printing. The event will be scheduled for spring 2024, date and place to be determined.

Proposed Budget:

\$2,000	Space Rental
750	Printing, Supplies
\$2,750	TOTAL



CITY OF CLARKSTON

ITEM NO: 7G

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MARCH 5, 2024

SUBJECT: To approve an ordinance approving deannexation of parcel 18 095 09 008 at 1078 Nielsen Dr.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

PURPOSE: To approve an ordinance approving deannexation of parcel 18 095 09 008 at 1078 Nielsen Dr.

NEED/ IMPACT: During the November 2023 Municipal Election there were a few parcels on Nielson Drive that are partially inside the City limits and partially outside the City limits. When this situation occurs, we look to see if the home itself is inside or outside the city limits for purposes of voting in municipal elections. DeKalb County adjusted its voter registrations to (correctly) exclude a few parcels that had their homes outside the City limits from voting in Clarkston elections.

At least two property owners were displeased with this outcome and have submitted formal requests to have their entire properties deannexed from the City of Clarkston.

State law provides that deannexation of a parcel can be accomplished by the municipal government passing a resolution in support of deannexation and then the county government passing a resolution consenting to the deannexation.

RECOMMENDATION: N/A

City of Clarkston, Georgia
Ms. Tomika Mitchell, City Clerk
1055 Rowland Street
Clarkston, GA 30021

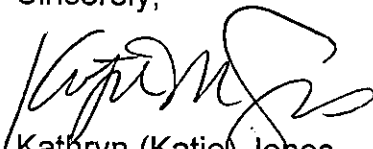
December 20, 2023

Kathryn (Katie) Jones and Jeremy (Buddy) Compton
1078 Nielsen Drive
Clarkston, GA 30021

Dear Ms. Tomika Mitchell,

We are the owners and residents of parcel 18 095 09 008 at 1078 Nielsen Drive, Clarkston, Georgia 30021. We hereby request our property to be de-annexed from the City of Clarkston. As we were removed from the electors' list and not allowed to vote in the City of Clarkston city council election on November 7, 2023, we no longer wish to pay taxes to the City of Clarkston. Since our right to vote for elected city officials has been denied, we are requesting de-annexation from the City of Clarkston. A copy of this letter has also been sent to Mr. Stacy Gear, Director of DeKalb Geographic Information Systems (GIS). Please acknowledge receipt of this letter and advise us as to what further action is needed to complete our request. Thank you.

Sincerely,


Kathryn (Katie) Jones
574-528-0212
Jonesk364@gmail.com


Jeremy Compton
317-604-7419
Bud.compt@gmail.com

RECEIVED

DEC 21 REC'D

CITY OF CLARKSTON

Cc: DeKalb County Geographic Information Systems Department
Stacy Gear, Director

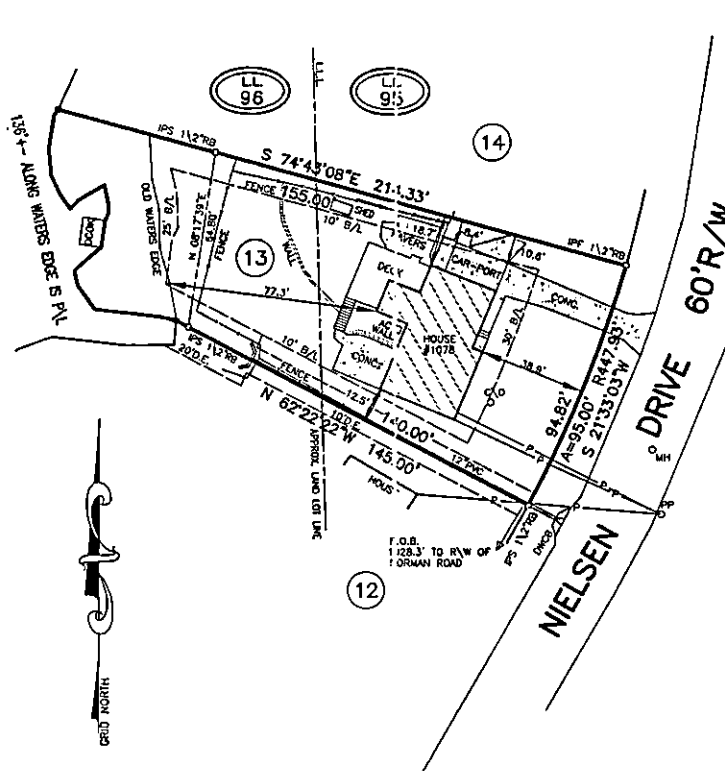
RECORDING INFORMATION

James S. Hull, Jr. GA RLS 2546
PARCEL 18 095 09 008
DB 25426, PG 316



TEXT LEGEND

IPF	IRON PIN FOUND
IPS	IRON PIN SET
RB	REBAR
C/O	CLEAN OUT
CONC	CONCRETE
DE	DRAINAGE EASEMENT
DWCIB	DOUBLE WING CATCH BASIN
LL	LAND LOT
LLL	LAND LOT LINE
MHI	MAN HOLE
P	OVERHEAD POWER
PP	POWER POLE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
B/L	BUILDING LINE
C/L	CENTERLINE
R/W	RIGHT-OF-WAY



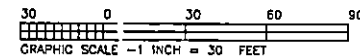
This property is in a Federal Flood Area as indicated by F.I.A. Official Hazard Maps. Flood Map No. 13089C0086K, Dated: 08/15/2019.

RETRACEMENT SURVEY FOR:

KATHRYN MARIE JONES

LAND LOTS 95 & 96 - 18TH DISTRICT
LOT 13 - UNIT FOUR - CLARK ESTATES
DEKALB COUNTY, GEORGIA

DATE OF FIELD WORK: 03-15-2022
DATE OF PLAT PREPARATION: 03-17-2022
REVISED: 06-14-2022 TO SHOW SETBACKS AND CORRECT ZONING
EQUIPMENT USED: TRIMBLE S6



SL RVEYING & ENGINEERING
929 BLACKLAWN ROAD
COLLIER, GEORGIA 30094
PHONE: 770-483-9745

JOB NO. 22-172
DWG. NO. 35197

ORDINANCE NO. _____

**AN ORDINANCE BY THE CITY OF CLARKSTON, GEORGIA
APPROVING DEANNEXATION OF PARCEL 18 095 09 008.**

WHEREAS, parcel 18 095 09 008 currently lies partially within the City of Clarkston and partially in unincorporated Dekalb County; and

WHEREAS, the Dekalb County Board of Elections determined in 2023 that the residence on this parcel is located in the unincorporated portion of the parcel and therefore the residents of this property were not allowed to vote in the 2023 Clarkston municipal elections; and

WHEREAS, the City has received a written request for deannexation from Kathryn Jones and Jeremy Compton, the owners of parcel 18 095 09 008, also known as 1078 Nielson Drive; and

WHEREAS, the request for deannexation is attached hereto and includes a complete description of the property to be deannexed and otherwise complies with the legal requirements set forth in O.C.G.A. § 36-36-22.

NOW THERFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. The City Council hereby approves deannexation of parcel 18 095 09 008, as more completely described by the attached application for deannexation, from the municipal limits of the City of Clarkston.

Section 2. The City Clerk is hereby directed to file this Ordinance with the Georgia Department of Community Affairs and with the governing authority of Dekalb County in accordance with O.C.G.A. § 36-36-3.

Section 3. This ordinance shall be effective immediately upon its adoption, but the contemplated deannexation shall only become effective if DeKalb County consents to it by resolution, pursuant to O.C.G.A. § 36-36-22.

[signature page follows]

SO ORDAINED this _____ day of _____, 2024.

CLARKSTON CITY COUNCIL

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

EXHIBIT A



CITY OF CLARKSTON

ITEM NO: 7H

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MARCH 5, 2024

SUBJECT: To approve an ordinance approving deannexation of parcel 18 095 09 009 at 1086 Nielsen Dr.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

PURPOSE: To approve an ordinance approving deannexation of parcel 18 095 09 009 at 1086 Nielsen Dr.

NEED/ IMPACT: During the November 2023 Municipal Election there were a few parcels on Nielson Drive that are partially inside the City limits and partially outside the City limits. When this situation occurs, we look to see if the home itself is inside or outside the city limits for purposes of voting in municipal elections. DeKalb County adjusted its voter registrations to (correctly) exclude a few parcels that had their homes outside the City limits from voting in Clarkston elections.

At least two property owners were displeased with this outcome and have submitted formal requests to have their entire properties deannexed from the City of Clarkston.

State law provides that deannexation of a parcel can be accomplished by the municipal government passing a resolution in support of deannexation and then the county government passing a resolution consenting to the deannexation.

RECOMMENDATION: N/A

City of Clarkston, Georgia
Ms. Tomika Mitchell, City Clerk
1055 Rowland Street
Clarkston, GA 30021

December 13, 2023

Daniel and Sarah Zagami
1086 Nielsen Drive
Clarkston, GA 30021

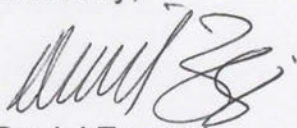
Dear Ms. Tomika Mitchell,

We are the owners and residents of parcel 18 095 09 009 at 1086 Nielsen Drive, Clarkston, Georgia legally described as follows:

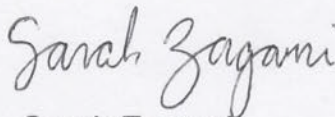
All that tract or parcel of land lying and being in Land Lots 95 and 96 of the 18th District of DeKalb County, Georgia being Lot 14, Block A, Clark Estates Subdivision, Unit Four, according to plat of same recorded at Plat Book 45, Page 13, said County records, which plat being incorporated herein by reference.

We hereby request our property to be de-annexed from the City of Clarkston. As we were removed from the electors 'list and not allowed to vote in the City of Clarkston city council election on November 7, 2023, we no longer wish to pay taxes to the City of Clarkston. Since our right to vote for elected city officials has been denied, we are requesting de-annexation from the City of Clarkston. A copy of this letter has also been sent to Mr. Stacy Grear, Director of DeKalb Geographic Information Systems (GIS). Thank you.

Sincerely,



Daniel Zagami



Sarah Zagami

ORDINANCE NO. _____

**AN ORDINANCE BY THE CITY OF CLARKSTON, GEORGIA
APPROVING DEANNEXATION OF PARCEL 18 095 09 009.**

WHEREAS, parcel 18 095 09 009 currently lies partially within the City of Clarkston and partially in unincorporated Dekalb County; and

WHEREAS, the Dekalb County Board of Elections determined in 2023 that the residence on this parcel is located in the unincorporated portion of the parcel and therefore the residents of this property were not allowed to vote in the 2023 Clarkston municipal elections; and

WHEREAS, the City has received a written request for deannexation from Daniel and Sarah Zagami, the owners of parcel 18 095 09 009, also known as 1086 Nielsen Drive; and

WHEREAS, the request for deannexation is attached hereto and includes a complete description of the property to be deannexed and otherwise complies with the legal requirements set forth in O.C.G.A. § 36-36-22.

NOW THERFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. The City Council hereby approves deannexation of parcel 18 095 09 009, as more completely described by the attached application for deannexation, from the municipal limits of the City of Clarkston.

Section 2. The City Clerk is hereby directed to file this Ordinance with the Georgia Department of Community Affairs and with the governing authority of Dekalb County in accordance with O.C.G.A. § 36-36-3.

Section 3. This ordinance shall be effective immediately upon its adoption, but the contemplated deannexation shall only become effective if DeKalb County consents to it by resolution, pursuant to O.C.G.A. § 36-36-22.

[signature page follows]

SO ORDAINED this _____ day of _____, 2024.

CLARKSTON CITY COUNCIL

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

EXHIBIT A

CITY OF CLARKSTON

ITEM NO: 71

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve the SPLOST II - Mell Ave at CSX Operational & Safety Improvement Project

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

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

PURPOSE: Presentation of Concept Layout and Next Steps for Implementation

NEED/ IMPACT: City Council contracted with Volkert & Associates in late 2022 to develop design and construction plans that meet the Georgia Department of Transportation (GDOT) requirements to ensure eligibility for future construction funding.

The approved design contract amount is \$484,959. City Council released Task #1 of the design contract - Concept Plan Phase (\$166,709). The concept layout is 90% complete. Refer to Exhibit A. Staff will officially release the concept layout to GDOT for potential construction funding consideration upon Council review and approval.

Mayor Burks sent a letter to GDOT in 2023 introducing the project to state leadership (Exhibit B). Staff recently submitted an email to GDOT (Exhibit C) to re-introduce the project to state staff. No response to-date.

Below are the subsequent steps if GDOT provides funding:

- (a) Hold a Public Information Open House (PIOH) to present the Concept Plan to the public
- (b) Incorporating the plan into the ARC Short Range Transportation Improvement Plan
- (c) Contractual agreements with GDOT and CSX
- (d) Move forward with the next phase of plan development
- (e) Acquiring right-of-way and various other administrative processes and procedures.

Estimated duration for each phase is as follows:

- Complete Design: 15 months
- Acquire right-of-way: 12 months
- Relocate utilities and complete construction: 24 months

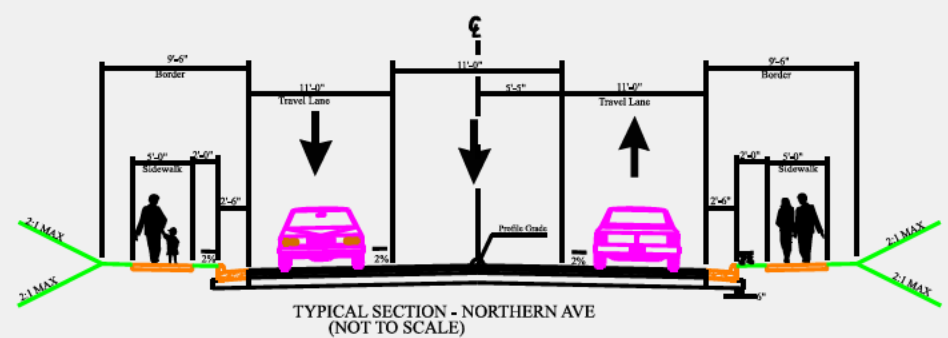
Refer to the estimated Project Funding Sources and Amounts:

PROJECT COSTS (contractual or estimated)				
Activity	Funding Source	Spent To-Date	Remaining To Be Spent (estimate or contractual)	Sub-Total
Concept Design (contractual)	SPLOST I	128,965.13	37,743.87	166,709
Final Design/Construction Plans (contractual)	SPLOST II	0	318,250	318,250
Potential Additional Design Plan Costs TBD – GDOT et al (estimate)	SPLOST II	0	100,000	100,000
Right-of-Way Acq. (estimate)	SPLOST II	0	300,000	300,000
Construction Local Share - incl. utilities and CSX (estimate)	SPLOST II	0	1,200,000	1,200,000
Construction – State (estimate)	GDOT	0	1,500,000	1,500,000
			Estimated Total	\$3,584,959

RECOMMENDATION: Staff recommendations acceptance of conceptual layout.

Attachments: Exhibit A, B & C

GDS P. I. No.



REVISION DATES			CONCEPT PLAN MELL AVENUE INTERSECTION IMPROVEMENT CITY OF CLARKSTON, DEKALB COUNTY		
			CHECKED		DATE
			BACKCHECKED		DATE
			CORRECTED		DATE
			VERIFIED		DATE
					DRAWING No.
					13-0001A



Kimberly Wells Nesbitt
State Program Delivery Administrator
Office of Program Delivery
600 West Peachtree Street, NW, 25th Floor
Atlanta, GA 30308

July 13, 2022

Beverly H. Burks, Mayor
City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

RE: City of Clarkston
Mell Ave at Church/East Ponce de Leon
Operational and Safety Enhancements
Request for GDOT Courtesy Plan Reviews – Future Federal Funding

Dear Mayor Burks:

The Department has received your request for a Georgia Department of Transportation (GDOT) Project Identification Number (P.I. No.) that would enable GDOT to perform courtesy review of project deliverables throughout the concept development phase. The typical process for GDOT assigning a P.I. Number would occur after federally funding has been identified for the project based upon your specific request.

The GDOT Offices of Planning and Program Delivery have discussed your request and ask that you submit additional project details regarding the scope of work, right of way footprint, and Plan Development Process milestone dates for achieving your proposed construction by fiscal year (FY) 2024 or 2025. Please also confirm viability of the project if federal funding is not received for FY 2024 or 2025 proposed construction funding years.

GDOT requires that local governments obtain or maintain Local Administered Project (LAP) certification to help ensure successful project delivery. Please provide an update on the status of the City of Clarkston's LAP certification when transmitting the information requested above.

GDOT looks forward to the continued coordination efforts regarding the GDOT P.I. Number request. Please contact Charles Robinson at chrobinson@dot.ga.gov or 404-631-1439 if you have questions or need any additional information.

Request for GDOT Courtesy Plan Review
City of Clarkston
July 13, 2022
Page 2 of 2

Sincerely,

Kathren S. Zahul  Digitally signed by Kathren S. Zahul
DN: C=US, E=kzahul@dot.ga.gov,
O=GDOT, OU=Office of Planning,
CN=Kathren S. Zahul
Date: 2022.07.08 15:55:23-04'00'

Kathy Zahul, P.E.
Director for Strategic and Systems Planning

Enclosure(s): Mell Ave Courtesy Review Letter

KZ:CR:sw

cc: Shawanna Qawiy, MSCM, MPA, Interim City Manager
Larry Kaiser, P.E., City Project Engineer, Collaborative Infrastructure Services
Kimberly Nesbitt, State Program Delivery Administrator
Charles A. Robinson, P.E., Assistant State Transportation Administrator



Mayor
Beverly H. Burks

City Council
Awet Eyasu
Jamie Carroll
Laura Hopkins
Debra Johnson
Yterenickia Bell
Susan Hood

Kimberly Wells Nesbitt
State Program Delivery Administrator
Office of Program Delivery
600 West Peachtree Street, NW – 25th Floor
Atlanta, GA 30308

RE: City of Clarkston
Mell Ave at Church/East Ponce de Leon
Operational and Safety Enhancement Project
GDOT Courtesy Plan Reviews – Future Federal Funding

Dear Ms. Nesbitt:

The City of Clarkston is under contract with Volkert to provide a GDOT approved Concept Report for the referenced project. The City's intent with plan development is to complete the concept and environmental work and then pursue a PI# and apply to ARC for federal construction funding in FY 24 or 25.

The City understands that with no PI number, typically GDOT will not review off-system projects. The City fully intends to adhere to all PDP requirements and would ask for the state's assistance with courtesy reviews throughout the concept development; including assigning a GDOT Project Manager to the project.

The RFP for design services and professional engineering procurement were completed as if federal funding was being utilized and in accordance with the PDP.

The City would cordially ask for your assistance with this "courtesy review". The City fully intends to follow all required PDP processes and procedures. The City recently completed the City Streetscape project; PI#0007613, and throughout the project, from concept to construction completion, the city passed four (4) separate GDOT/Federal audits. The city is familiar with the process and will continue to meet or exceed GDOT expectations on the project in question.

The City understands the workload demands that GDOT staff currently face with existing programmed projects throughout Georgia. Any consideration you can provide to assist the city in these regards would be very much appreciated.

Sincerely,


Beverly H. Burks, Mayor

Cc: Shawanna Qawiy, MSCM, MPA
Interim City Manager

Larry Kaiser, PE
City Project Engineer
Collaborative Infrastructure Services

Re: City of Clarkston - Courtesy Reviews - PDP process

kaiser co infra services.com <kaiser@co infra services.com>

Tue 2/13/2024 9:31 AM

To: Robinson, Charles A. <chrobinson@dot.ga.gov>

Cc: Kimberly Nesbitt <knesbitt@dot.ga.gov>; DeNard, Paul <pdenard@dot.ga.gov>; Tammi Saddler Jones <tsjones@cityofclarkston.com>; Perry, Landon <laperry@dot.ga.gov>; Patrick Bradshaw <PBradshaw@atlantaregional.org>

 2 attachments (8 MB)

Mell Ave FinalConcept 120423.pdf Volkert.pdf 1.pdf; Mell Ave Traffic Analysis Study 2023 10 12.pdf;

Good morning Charles. This email is a follow-up from a 2022 conversation regarding the City of Clarkston's inquiry for construction funding on the referenced project.

The Mell Ave Safety and Operational Improvement Project is an off-system project. The City is willing to fund the cost of GDOT Oversight. The City has completed the Concept work, 90% of the environmental and the TE Report. Please refer to the attached draft TE and Concept prepared by Volkert Engineering , Inc.

The City would be responsible for 100% of the PE and R/W costs. The city is seeking funding for the Construction Phase.

The City does have sufficient funds to cover the cost of PE and R/W phases including any cost for the Construction Phase not funded by GDOT.

The City understands that a PI # will need to be assigned.

Thank you Charles and the City looks forward to hearing from you.

Larry Kaiser, P.E.

City Project Engineer

From: Robinson, Charles A. <chrobinson@dot.ga.gov>

Sent: Thursday, May 26, 2022 8:08 AM

To: Nesbitt, Kimberly <knesbitt@dot.ga.gov>; Patrick Bradshaw <PBradshaw@atlantaregional.org>; kaiser co-infra-services.com <kaiser@co-infra-services.com>

Cc: Shawanna Qawiy <sqawiy@cityofclarkston.com>; DeNard, Paul <pdenard@dot.ga.gov>; Perry, Landon <laperry@dot.ga.gov>

Subject: RE: City of Clarkston - Courtesy Reviews - PDP process

Hi Kim,

Thanks for the notification below. I will further review the request with the GDOT Planning team and provide any additional next steps. Can you please provide an estimate for the PE oversight funding needed for the project?

Please let me know if you have any questions.

Thanks,

Charles A. Robinson

Assistant State Transportation Planning Administrator



Office of Planning
One Georgia Center
600 West Peachtree Street, 5th Floor
Atlanta, GA, 30308
404.631.1439 office
404.985.6544 cell

From: Nesbitt, Kimberly <knesbitt@dot.ga.gov>

Sent: Tuesday, May 24, 2022 3:19 PM

To: Robinson, Charles A. <chrobinson@dot.ga.gov>; Patrick Bradshaw <PBradshaw@atlantaregional.org>; kaiser@co-infra-services.com

Cc: Shawanna Qawiy <sqawiy@cityofclarkston.com>

Subject: RE: City of Clarkston - Courtesy Reviews - PDP process

Good afternoon Charles,

Attached is a letter request for City of Clarkston for a PI number for PDP oversight. In order for OPD to assign a PM it must be a programmed project and we need to know if the City will cover oversight funds or will ARC allow it to be eligible for the overnight annual element. They would need a scoping (PE) phase

as local and the PI number could be used in a future call for projects to fund additional phases (ROW, UTL, CST).

Thank you,

Kimberly Wells Nesbitt



State Program Delivery Administrator
Office of Program Delivery
600 West Peachtree Street, N.W.
Atlanta, GA 30308
Desk Phone: 404-631-1575
Mobile: 404-276-1108

From: kaiser@co-infra-services.com <kaiser@co-infra-services.com>
Sent: Tuesday, May 24, 2022 3:01 PM
To: Nesbitt, Kimberly <knesbitt@dot.ga.gov>
Cc: Shawanna Qawiy <sqawiy@cityofclarkston.com>
Subject: City of Clarkston - Courtesy Reviews - PDP process

Good afternoon Kimberly. You may recall a conversation we had late last year regarding the City of Clarkston asking for GDOT's assistance with providing courtesy reviews of a off-system project that has no PI# yet. The attached letter is from Mayor Burks seeking assistance from GDOT with these reviews as the city proceeds forward with the Concept Report, plan development and environmental work for the *Mell Ave Safety & Operational Improvement project*.

Much appreciate any help you can offer with this Kimberly. Take care.

Lawrence K. Kaiser, P.E.
President
Collaborative Infrastructure Services, Inc
404-909-5619

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part to **KEEP IT CLEAN GEORGIA** – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.

CITY OF CLARKSTON

ITEM NO: 7J

CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve the Resolution Declaring Results of the SPLOST 2 Election

DEPARTMENT:
Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:
Dan Defnall, Finance Director
PHONE NUMBER: 770-367-4580

PURPOSE: To approve the resolution declaring the results of an election determining the issuance or non-issuance of general obligation bond debt by the City of Clarkston, Georgia, the imposition of a one percent special purpose local option sales tax, and continued suspension of the Homestead Exemption Sales and Use Tax and Levy of the Equalized Homestead Option Sales and Use Tax and for other related purposes.

NEED/ IMPACT: The City of Clarkston included in our SPLOST 2 referendum the option to issue general obligation debt against the SPLOST 2 future revenues. The first step in that process is this resolution declaring the results of the election on November 7, 2023 when the SPLOST 2 tax was approved. Approval of this resolution will prepare the City for the issuance of bonds if that option is chosen and does not at this time commit to city to issuing any bonds at all.

Adoption of this resolution will allow the City Attorney to proceed with bond validation, which must be completed by May 6, 2024 in order to preserve the City's ability to issue bonds in 2024. Validation in no way requires the City to issue bonds, but if the City later desires to issue bonds, it is a required step in the process.

RECOMMENDATION:

Staff recommends approval of the resolution declaring the results of an election determining the issuance or non-issuance of general obligation bond debt by the City of Clarkston, Georgia, the imposition of a one percent special purpose local option sales tax, and continued suspension of the Homestead Exemption Sales and Use Tax and Levy of the Equalized Homestead Option Sales and Use Tax and for other related purposes.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON,
GEORGIA DECLARING THE RESULTS OF AN ELECTION DETERMINING
THE ISSUANCE OR NON-ISSUANCE OF GENERAL OBLIGATION DEBT
BY THE CITY OF CLARKSTON, GEORGIA, THE IMPOSITION OF A ONE
PERCENT SPECIAL PURPOSE LOCAL OPTION SALES TAX, AND
CONTINUED SUSPENSION OF THE HOMESTEAD OPTION SALES AND
USE TAX AND LEVY OF THE EQUALIZED HOMESTEAD OPTION SALES
AND USE TAX AND FOR OTHER RELATED PURPOSES

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of DeKalb County on August 24, 2023, an election (the "Election") was held on November 7, 2023 in DeKalb County, Georgia (the "County") to determine, in part, the question of (a) the imposition of a one percent special purpose local option sales tax ("SPLOST") on all sales and uses within the County as authorized by Official Code of Georgia Section 48-8-110, *et seq.*, and the issuance of general obligation debt by the City of Clarkston, Georgia (the "City") in the aggregate principal amount not to exceed \$12,000,000 (the "Bonds") and (b) the continued suspension of the Homestead Option Sales and Use Tax (the "HOST") and the imposition of an equalized homestead option sales and use tax (the "EHOST"); and

WHEREAS, the Executive Director, identified in Georgia Laws 2003, p. 4200, Section 15 as the "election supervisor," in the presence of and together with the Election Managers, brought up the returns, consolidated the returns and declared the results of the Election both County-wide and within the City as set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston, Georgia, and IT IS HEREBY RESOLVED by authority of the same, that the Election resulted (a) in favor of the imposition of the SPLOST by an affirmative vote of a majority of the qualified voters residing in the County and the issuance of the Bonds by an affirmative vote of a majority of the qualified voters residing in the City, and (b) in favor of the suspension of the HOST and the imposition of the EHOST by the affirmative vote of a majority of the qualified voters of the County voting in the Election, and that the issuance of the Bonds and the imposition of the SPLOST and EHOST has been authorized as required by law.

BE IT FURTHER RESOLVED that a duly executed copy of this resolution be furnished to the Board of Registration and Elections of DeKalb County.

BE IT FURTHER RESOLVED that proper officers of the City take any and all actions that are required to validate the Bonds in the Superior Court of DeKalb County.

Adopted and approved this ____ day of February, 2024.

CITY OF CLARKSTON, GEORGIA

By: _____
Mayor

(SEAL)

Attest: _____
City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney

EXHIBIT A

CITY CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF DEKALB

The undersigned City Clerk of the City of Clarkston, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution duly adopted by the City Council of the City at a meeting duly held on the ____ day of February, 2024, in connection with an election held on November 7, 2023, the original of which resolution has been duly recorded in the Minute Book of the City, which is in my custody and control.

Witness my hand and the official seal of the City, this ____ day of February, 2024.

City Clerk

(SEAL)

Election Summary Report

General Election

DeKalb

November 07, 2023

Summary for: All Contests, 129 Clarkston, All Tabulators, All Counting Groups

Official and Complete

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
Total	Election Day	964	482	6,055	7.96%
	Advance Voting	432	216		3.57%
	Absentee by Mail	20	10		0.17%
	Provisional	6	3		0.05%
	Total	1,422	711		11.74%

Precincts Reported: 2 of 2 (100.00%)

Registered Voters: 711 of 6,055 (11.74%)

Ballots Cast: 1,422

Clarkston City Council (VF3) (Vote for 3)

Precincts Reported: 2 of 2 (100.00%)

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast	482	216	10	3	711 / 6,055	11.74%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total
Krista Durant		73	36	2	2	113 6.27%
Awet "Howard" Eyasu (I)		289	127	6	2	424 23.54%
Laura C. Hopkins (I)		160	62	1	0	223 12.38%
Charles B. Jenkins		172	65	2	0	239 13.27%
Debra D. Johnson (I)		233	121	3	0	357 19.82%
Dean Sumner Moore		129	45	5	1	180 9.99%
Mark W. Perkins		194	64	6	1	265 14.71%
Total Votes		1,250	520	25	6	1,801
	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In	10	3	0	0	13	

County EHOST (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		482	216	10	3	711 / 6,055	11.74%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		365	169	10	2	546	81.86%
No		85	35	0	1	121	18.14%
Total Votes		450	204	10	3	667	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

County SPLOST (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		482	216	10	3	711 / 6,055	11.74%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		265	112	8	3	388	77.45%
No		82	30	1	0	113	22.55%
Total Votes		347	142	9	3	501	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

DeKalb Co. Homestead Exemption - 65+ (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		482	216	10	3	711 / 6,055	11.74%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		404	177	9	1	591	86.53%
No		60	30	0	2	92	13.47%
Total Votes		464	207	9	3	683	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

DCSD Homestead Exemption - 62+ (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		482	216	10	3	711 / 6,055	11.74%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		390	163	8	1	562	83.01%
No		70	44	0	1	115	16.99%
Total Votes		460	207	8	2	677	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

DCSD Homestead Exemption - 65+ (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		482	216	10	3	711 / 6,055	11.74%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		396	170	8	1	575	84.31%
No		66	40	0	1	107	15.69%
Total Votes		462	210	8	2	682	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

Election Summary Report

General Election

DeKalb

November 07, 2023

Summary for: Board of Education Member District 3 , Board of Education Member, District 7 (At Large), Board of Education Member, District 9 (At Large), Mayor - Avondale Estates, Avondale City Commissioner (VF2), Mayor - Brookhaven, Brookhaven City Council, District 1, Brookhaven City Council, District 3, Brookhaven City Council, District 2 (Special), Chamblee City Council, District 2, Chamblee City Council, District 3, Chamblee City Council, District 4, Clarkston City Council (VF3), Decatur City Commissioner, At Large, Decatur City Commissioner District 1, Post B, Decatur City Commissioner District 2, Post B, Decatur City Board of Education, District 1 Post B , Decatur City Board of Education District 2, Post B , Mayor - Doraville, Doraville City Council, District 1 Post 2, Doraville City Council, District 1 Post 3, Doraville City Council, District 2 Post 2, Mayor - Dunwoody, Dunwoody City Council, District 1 Post 4 At Large, Dunwoody City Council, District 2 Post 5 At Large, Dunwoody City Council, District 3 Post 6 At Large, Mayor - Lithonia, Lithonia City Council (VF2), Mayor - Pine Lake, Pine Lake City Council (VF2), Stone Mountain City Council Member, Post 1, Stone Mountain City Council Member, Post 2 , Stone Mountain City Council Member, Post 3 , Mayor - Stonecrest, Stonecrest City Councilmember, District Post 2 , Stonecrest City Councilmember, District Post 4 , Tucker City Council Member, District 1 Post 2 , Tucker City Council Member, District 2 Post 2 , Tucker City Council Member, District 3 Post 2 , County EHOST, County SPLOST, DeKalb Co. Homestead Exemption - 65+, DCSD Homestead Exemption - 62+, DCSD Homestead Exemption - 65+, Brookhaven Floating Homestead Exemption, Decatur General Homestead Exemption, Decatur Homestead Exemption - 65+, Decatur New Homestead Exemption, Decatur Homestead Exemption - 62+, Decatur Independent School District Homestead Exemption, Doraville Bond Referendum, Dunwoody General Obligation Bond Referendum, All Districts, All Tabulators, All Counting Groups

Official and Complete

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
Total	Election Day	93,260	48,446		9.57%
	Advance Voting	39,520	20,243		4.00%
	Absentee by Mail	2,028	1,047		0.21%
	Provisional	98	53		0.01%
	Total	134,906	69,789	506,088	13.79%

Precincts Reported: 191 of 191 (100.00%)

Registered Voters: 69,789 of 506,088 (13.79%)

Ballots Cast: 134,906

Board of Education Member District 3 (Vote for 1)

Precincts Reported: 12 of 12 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,632	964	67	7	4,670 / 27,180	17.18%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Michelle Olympiadis (I)		1,349	372	42	2	1,765	39.29%
Ken Zeff		2,147	552	25	3	2,727	60.71%
Total Votes		3,496	924	67	5	4,492	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Board of Education Member, District 7 (At Large) (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,632	966	67	7	4,672 / 30,014	15.57%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Alfred "Shivy" Brooks		1,870	448	25	4	2,347	52.99%
Tamara Jones (I)		1,439	435	41	2	1,917	43.28%
William Sardin		130	34	1	0	165	3.73%
Total Votes		3,439	917	67	6	4,429	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Board of Education Member, District 9 (At Large) (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,632	966	67	7	4,672 / 30,014	15.57%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Jessica Johnson (I)		1,779	508	37	3	2,327	53.25%
Nkoyo Effiong Lewis		1,620	394	26	3	2,043	46.75%
Total Votes		3,399	902	63	6	4,370	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Mayor - Avondale Estates (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		648	113	12	0	773 / 3,127	24.72%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Jonathan Elmore (I)		525	92	8	0	625	100.00%
Total Votes		525	92	8	0	625	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Avondale City Commissioner (VF2) (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		648	113	12	0	773 / 3,127	24.72%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Graham Reiney		525	98	8	0	631	49.53%
Michael Smith		539	97	7	0	643	50.47%
Total Votes		1,064	195	15	0	1,274	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Mayor - Brookhaven (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		5,284	2,374	91	2	7,751 / 32,861	23.59%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Mark Douglas Frost		1,326	576	16	0	1,918	24.98%
Lauren Kiefer		1,630	666	28	0	2,324	30.26%
Hilerie Lind		105	29	2	1	137	1.78%
H.J. "John" Park		2,167	1,091	42	0	3,300	42.97%
Total Votes		5,228	2,362	88	1	7,679	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Brookhaven City Council, District 1 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		2,232	1,074	43	2	3,351 / 10,938	30.64%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Alan Cole		328	129	3	0	460	14.00%
Michael Diaz		936	479	20	0	1,435	43.68%
Linley Jones (I)		918	452	19	1	1,390	42.31%
Total Votes		2,182	1,060	42	1	3,285	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Brookhaven City Council, District 3 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		848	485	24	0	1,357 / 7,841	17.31%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Madeleine N. Simmons (I)		706	390	20	0	1,116	100.00%
Total Votes		706	390	20	0	1,116	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Brookhaven City Council, District 2 (Special) (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		1,682	658	17	0	2,357 / 8,313	28.35%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Blake Beyer		731	275	7	0	1,013	44.51%
Jen Owens		883	370	10	0	1,263	55.49%
Total Votes		1,614	645	17	0	2,276	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Chamblee City Council, District 2 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		990	510	23	1	1,524 / 13,151	11.59%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Michael Braun		351	192	11	0	554	37.69%
Leslie C. Robson (I)		603	302	10	1	916	62.31%
Total Votes		954	494	21	1	1,470	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Chamblee City Council, District 3 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		990	510	23	1	1,524 / 13,151	11.59%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Ben Quackenbush		310	150	9	0	469	32.75%
Paul Stovall (I)		620	332	10	1	963	67.25%
Total Votes		930	482	19	1	1,432	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Chamblee City Council, District 4 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		990	510	23	1	1,524 / 13,151	11.59%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Elmer L. Veith (I)		795	428	15	1	1,239	100.00%
Total Votes		795	428	15	1	1,239	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Clarkston City Council (VF3) (Vote for 3)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		482	216	10	3	711 / 6,055	11.74%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Krista Durant		73	36	2	2	113	6.27%
Awet "Howard" Eyasu (I)		289	127	6	2	424	23.54%
Laura C. Hopkins (I)		160	62	1	0	223	12.38%
Charles B. Jenkins		172	65	2	0	239	13.27%
Debra D. Johnson (I)		233	121	3	0	357	19.82%
Dean Sumner Moore		129	45	5	1	180	9.99%
Mark W. Perkins		194	64	6	1	265	14.71%
Total Votes		1,250	520	25	6	1,801	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur City Commissioner, At Large (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,382	627	88	2	4,099 / 19,324	21.21%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Anthony "Tony" Powers (I)		3,009	571	81	2	3,663	100.00%
Total Votes		3,009	571	81	2	3,663	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur City Commissioner District 1, Post B (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		1,817	338	56	1	2,212 / 9,306	23.77%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
George Dusenbury (I)		1,590	302	49	1	1,942	100.00%
Total Votes		1,590	302	49	1	1,942	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur City Commissioner District 2, Post B (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		1,565	289	32	1	1,887 / 10,018	18.84%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Lesa Mayer (I)		1,379	261	26	1	1,667	100.00%
Total Votes		1,379	261	26	1	1,667	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur City Board of Education, District 1 Post B (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		1,817	338	56	1	2,212 / 9,306	23.77%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
James H. Herndon (I)		1,563	287	49	1	1,900	100.00%
Total Votes		1,563	287	49	1	1,900	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur City Board of Education District 2, Post B (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		1,565	289	32	1	1,887 / 10,018	18.84%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Tracey Anderson		838	143	16	0	997	55.33%
India Phipps Epps		656	134	14	1	805	44.67%
Total Votes		1,494	277	30	1	1,802	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Mayor - Doraville (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		611	172	10	0	793 / 4,292	18.48%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Joseph Geierman (I)		375	131	8	0	514	69.09%
Tom Hart		197	31	2	0	230	30.91%
Total Votes		572	162	10	0	744	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Doraville City Council, District 1 Post 2 (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		611	172	10	0	793 / 4,292	18.48%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Andy Yeoman (I)		468	137	9	0	614	100.00%
Total Votes		468	137	9	0	614	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Doraville City Council, District 1 Post 3 (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		611	172	10	0	793 / 4,292	18.48%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Warren Simmons (I)		453	135	9	0	597	100.00%
Total Votes		453	135	9	0	597	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Doraville City Council, District 2 Post 2 (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		611	172	10	0	793 / 4,292	18.48%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Carrie Armistead		242	89	4	0	335	43.51%
Ben Crawford		126	31	4	0	161	20.91%
MD Naser		223	49	2	0	274	35.58%
Total Votes		591	169	10	0	770	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Mayor - Dunwoody (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		4,699	3,714	112	12	8,537 / 30,920	27.61%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Lynn Deutsch (I)		3,994	3,250	86	11	7,341	100.00%
Total Votes		3,994	3,250	86	11	7,341	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Dunwoody City Council, District 1 Post 4 At Large (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		4,699	3,714	112	12	8,537 / 30,920	27.61%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Stacey Harris (I)		3,270	2,712	79	10	6,071	78.69%
Chris Ozor		919	698	25	2	1,644	21.31%
Total Votes		4,189	3,410	104	12	7,715	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Dunwoody City Council, District 2 Post 5 At Large (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		4,699	3,714	112	12	8,537 / 30,920	27.61%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Marianella Lopez		1,369	977	27	5	2,378	30.37%
Joe Seconder (I)		2,900	2,470	75	7	5,452	69.63%
Total Votes		4,269	3,447	102	12	7,830	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Dunwoody City Council, District 3 Post 6 At Large (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		4,699	3,714	112	12	8,537 / 30,920	27.61%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
John Heneghan (I)		3,968	3,233	89	11	7,301	100.00%
Total Votes		3,968	3,233	89	11	7,301	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Mayor - Lithonia (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		129	17	1	0	147 / 1,571	9.36%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Shameka S. Reynolds (I)		113	14	1	0	128	100.00%
Total Votes		113	14	1	0	128	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Lithonia City Council (VF2) (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		129	17	1	0	147 / 1,571	9.36%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
William "Ric" Dodd		45	6	0	0	51	20.16%
Darold P. Honore, Jr. (I)		89	8	1	0	98	38.74%
Fred Westbrook		23	4	0	0	27	10.67%
Vanneriah Wynn (I)		68	8	1	0	77	30.43%
Total Votes		225	26	2	0	253	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Mayor - Pine Lake (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		251	12	2	0	265 / 572	46.33%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Brandy M. Hall		143	10	0	0	153	58.17%
Moirra Nelligan		106	2	2	0	110	41.83%
Total Votes		249	12	2	0	263	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Pine Lake City Council (VF2) (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		251	12	2	0	265 / 572	46.33%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Nivea Castro (I)		117	10	1	0	128	26.18%
Jeff Goldberg		159	5	2	0	166	33.95%
Thomas Torrent		186	8	1	0	195	39.88%
Total Votes		462	23	4	0	489	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Stone Mountain City Council Member, Post 1 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		540	134	5	0	679 / 4,323	15.71%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Anita Bass		253	58	3	0	314	47.15%
Gina Stroud Cox (I)		131	37	2	0	170	25.53%
Beverly Howard Patterson		112	29	0	0	141	21.17%
Mike Schaaphok		33	8	0	0	41	6.16%
Total Votes		529	132	5	0	666	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Stone Mountain City Council Member, Post 2 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		540	134	5	0	679 / 4,323	15.71%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Mark Marianos		257	58	0	0	315	48.84%
Clint Monroe (I)		170	47	3	0	220	34.11%
Hannah Pizano		83	25	2	0	110	17.05%
Total Votes		510	130	5	0	645	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Stone Mountain City Council Member, Post 3 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		540	134	5	0	679 / 4,323	15.71%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Grace Kelly		112	33	1	0	146	22.09%
Richard Mailman		109	20	1	0	130	19.67%
India Pullin		126	33	2	0	161	24.36%
Ryan M. Smith		179	44	1	0	224	33.89%
Total Votes		526	130	5	0	661	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Mayor - Stonecrest (Vote for 1)

Precincts Reported: 17 of 17 (100.00%)

		Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		3,677	1,944	48	3	5,672 / 40,774	13.91%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Diane Adoma		739	331	8	1	1,079	19.25%
Jazzmin Cobble (I)		2,387	1,331	34	0	3,752	66.94%
Kirby Frazier, Jr.		85	38	2	0	125	2.23%
Dele Lowman		319	202	4	0	525	9.37%
Bernard Smith, Jr.		96	28	0	0	124	2.21%
Total Votes		3,626	1,930	48	1	5,605	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Stonecrest City Councilmember, District Post 2 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		756	389	12	0	1,157 / 8,822 13.11%	
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Terry Fye		242	132	3	0	377 33.13%	
Belinda Hull		231	118	4	0	353 31.02%	
Rob Turner (I)		269	134	5	0	408 35.85%	
Total Votes		742	384	12	0	1,138	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Stonecrest City Councilmember, District Post 4 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		1,105	562	18	1	1,686 / 8,063	20.91%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Malaika "Wells" Geuka		526	208	4	0	738	44.51%
George Turner (I)		560	346	14	0	920	55.49%
Total Votes		1,086	554	18	0	1,658	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Tucker City Council Member, District 1 Post 2 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		913	431	41	1	1,386 / 9,000	15.40%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Karen Berry		257	83	2	0	342	25.33%
Virginia Rece (I)		633	338	37	0	1,008	74.67%
Total Votes		890	421	39	0	1,350	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Tucker City Council Member, District 2 Post 2 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		861	366	19	0	1,246 / 7,441	16.75%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Patrice Cosby		181	79	1	0	261	21.62%
Vinh Nguyen		446	168	15	0	629	52.11%
Derik N. West		205	109	3	0	317	26.26%
Total Votes		832	356	19	0	1,207	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Tucker City Council Member, District 3 Post 2 (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		1,048	612	29	1	1,690 / 8,977	18.83%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Simone Pacely		307	188	9	1	505	31.23%
Amy O. Trocchi		688	404	20	0	1,112	68.77%
Total Votes		995	592	29	1	1,617	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

County EHOST (Vote for 1)

Precincts Reported: 191 of 191 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		48,446	20,243	1,047	53	69,789 / 506,088	13.79%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		36,456	15,071	818	35	52,380	76.68%
No		10,917	4,806	195	15	15,933	23.32%
Total Votes		47,373	19,877	1,013	50	68,313	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

County SPLOST (Vote for 1)

Precincts Reported: 191 of 191 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		48,446	20,243	1,047	53	69,789 / 506,088	13.79%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		31,575	12,811	598	29	45,013	74.31%
No		10,711	4,638	198	16	15,563	25.69%
Total Votes		42,286	17,449	796	45	60,576	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

DeKalb Co. Homestead Exemption - 65+ (Vote for 1)

Precincts Reported: 176 of 176 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		41,432	18,650	893	43	61,018 / 456,750	13.36%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		35,500	16,032	761	32	52,325	87.10%
No		5,276	2,365	105	6	7,752	12.90%
Total Votes		40,776	18,397	866	38	60,077	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

DCSD Homestead Exemption - 62+ (Vote for 1)

Precincts Reported: 176 of 176 (100.00%)

		Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		41,432	18,650	893	43	61,018 / 456,750 13.36%	
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		34,351	15,487	716	34	50,588 84.57%	
No		6,260	2,820	143	4	9,227 15.43%	
Total Votes		40,611	18,307	859	38	59,815	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

DCSD Homestead Exemption - 65+ (Vote for 1)

Precincts Reported: 176 of 176 (100.00%)

		Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		41,432	18,650	893	43	61,018 / 456,750	13.36%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		34,735	15,735	736	32	51,238	85.56%
No		5,916	2,608	119	5	8,648	14.44%
Total Votes		40,651	18,343	855	37	59,886	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Brookhaven Floating Homestead Exemption (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		5,284	2,374	91	2	7,751 / 32,861	23.59%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		2,358	1,031	39	0	3,428	46.46%
No		2,652	1,248	49	1	3,950	53.54%
Total Votes		5,010	2,279	88	1	7,378	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur General Homestead Exemption (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,382	627	88	2	4,099 / 19,324	21.21%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		3,099	586	76	1	3,762	93.56%
No		216	34	8	1	259	6.44%
Total Votes		3,315	620	84	2	4,021	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur Homestead Exemption - 65+ (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,382	627	88	2	4,099 / 19,324	21.21%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		3,014	583	77	2	3,676	90.63%
No		331	42	7	0	380	9.37%
Total Votes		3,345	625	84	2	4,056	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur New Homestead Exemption (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,382	627	88	2	4,099 / 19,324	21.21%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		2,760	519	77	1	3,357	84.60%
No		508	94	8	1	611	15.40%
Total Votes		3,268	613	85	2	3,968	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur Homestead Exemption - 62+ (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,382	627	88	2	4,099 / 19,324	21.21%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		3,039	584	83	2	3,708	91.74%
No		291	41	2	0	334	8.26%
Total Votes		3,330	625	85	2	4,042	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Decatur Independent School District Homestead Exemption (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		3,382	627	88	2	4,099 / 19,324	21.21%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		2,874	550	73	2	3,499	86.76%
No		451	74	9	0	534	13.24%
Total Votes		3,325	624	82	2	4,033	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Doraville Bond Referendum (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		611	172	10	0	793 / 4,292	18.48%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		337	117	4	0	458	61.64%
No		229	50	6	0	285	38.36%
Total Votes		566	167	10	0	743	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

Dunwoody General Obligation Bond Referendum (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast		4,699	3,714	112	12	8,537 / 30,920	27.61%
Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		1,980	1,642	40	4	3,666	43.18%
No		2,688	2,058	70	8	4,824	56.82%
Total Votes		4,668	3,700	110	12	8,490	
		Election Day	Advance Voting	Absentee by Mail	Provisional	Total	

CITY OF CLARKSTON

ITEM NO: 7K

CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To defer the list of SPLOST II Projects to be considered over the next three years to a Special Called Meeting with the Transportation and Environment Committee and the Housing and Infrastructure Committee to consider the amount for a potential bond issue.

DEPARTMENT:
Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:
Dan Defnall, Finance Director
PHONE NUMBER: 770-367-4580

PURPOSE: To defer the list of SPLOST II Projects to be considered over the next three years to a Special Called Meeting with the Transportation and Environment Committee and the Housing and Infrastructure Committee to consider the amount for a potential bond issue.

NEED/ IMPACT: The City of Clarkston included in our SPLOST 2 referendum the option to issue general obligation debt against the SPLOST 2 future revenues. The City included the option in to issue Bonds up to \$12,000,000 against the SPLOST 2 tax collections in order to secure sufficient cash flow to start on SPLOST 2 projects in 2024. If the City issues Bond Financing Against the SPLOCT 2 tax collections, the City will be obligated to spend 85% of those bond proceeds within 36 months of the date of the bond.

RECOMMENDATION:

Staff recommends referral to the Transportation and Environment Standing Advisory Committee and the Housing and Infrastructure Standing Advisory Committee at a Special Called Meeting.

City of Clarkston

Proposed SPLOST 2 Projects to be considered for Bond Funding 2024

The projects listed below could be ready to start planning and design in 2024

The City included the option in to issue Bonds up to \$12,000,000 against the SPLOST 2 tax collections in order to secure sufficient cash flow to start on SPLOST 2 projects in 2024. If the City issues Bond Financing Against the SPLOST 2 tax collections, the City will be obligated to spend 85% of those bond proceeds within 36 months of the date of the bond.

Allocations

CULTURAL FACILITY, RECREATIONAL FACILITY, OR HISTORICAL FACILITY	\$ 3,449,196
3520 Montreal Creek Ct Parcel #18 118 03 029 - 2.7 acres purchased in 2023	
3601 Cobble Mill Ln Parcel #18 119 11 086 - 2.9 acres adjoining Friendship Forest and located within Wildcreek Apartment Complex with street access off of Wild Circle	
Milam Park Pavillion and Bathroom Updates	
Upgrades to 40 Oaks Property	
Splash Station/Pad areas - need to consider access/security	
ROAD, STREET, AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	\$ 4,097,587
Safe Streets for All Grant Cost Sharing will begin in 2024	\$ 300,000
Mell Ave/Northern Ave Realignment can continue in 2024	\$ 1,500,000
EPDL/Church Street Sidewalks Construction	\$ 800,000
Milling and Resurfacing Streets	\$ 612,587
More Crosswalks on North Indian Creek/Pedestrian crossing	\$ 285,000
Neighborhood Traffic Calming-College Ave	\$ 100,000
Various Sidewalk Installations and/or replacements	\$ 200,000
Norman Road Dam Planning/Design	\$ 300,000
PUBLIC SAFETY EQUIPMENT \$200,000 PER YEAR	\$ 600,000
TOTAL POTENTIAL BOND FUNDING TO START PROJECTS IN 2024	\$ 8,146,783



CITY OF CLARKSTON

ITEM NO: 7L

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve ordinance amending Article IV of Chapter 11 of the City Code regarding regulation of bona fide coin-operated amusement machines; to reduce distance restrictions for licensed establishments; to require that applicants for new coin-operated amusement machine licenses provide a survey with their application; and for other purposes.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Vice Mayor Debra Johnson
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve ordinance amending Article IV of Chapter 11 of the City Code regarding regulation of bona fide coin-operated amusement machines; to reduce distance restrictions for licensed establishments; to require that applicants for new coin-operated amusement machine licenses provide a survey with their application; and for other purposes.

NEED/ IMPACT: Amending the COAM licenses distance requirement near a school.

RECOMMENDATION: N/A

ARTICLE IV. COIN-OPERATED AMUSEMENT MACHINES¹

Sec. 11-91. Definition.

Coin-operated amusement machine means every machine of any kind or character used by the public to provide amusement or entertainment whose operation requires the payment of or the insertion of a coin, bill, other money, token, ticket, or similar object, the result of whose operation depends in whole or in part upon the skill of the player, and which affords an award to a successful player.

(Ord. No. 381, § 1(attach.), 10-7-14)

Sec. 11-92. License required.

- (a) Every individual offering to the public the use of a coin-operated amusement machine at his business location shall obtain a license from the city for the privilege to operate such coin-operated amusement machine within the city. Said license shall be obtained from the city no later than December 31st of the preceding year and shall be valid for one calendar year.
- (b) The license issued by the city shall be prominently displayed in the business location where the business owner operates one or more coin-operated amusement machines.
- (c) Coin-operated amusement machine licenses are non-transferable and non-assignable as between owners or locations. Licenses issued pursuant to this section expire upon the death of the individual licensee.

(Ord. No. 381, § 1(attach.), 10-7-14)

Sec. 11-93. Application for license.

- (a) Every applicant for a license pursuant to this article shall file a written application with the city clerk on a form provided by the clerk, which shall specify at a minimum:
 - (1) The name and address of the applicant, and if a firm, corporation, partnership or association, the principal officers thereof and their addresses;
 - (2) The address of the premises where the licensed coin-operated amusement machine is to be operated, together with the character of the business carried on in such place;
 - (3) A list of the number of machines to be maintained on the premises and a description of each such machine;
 - (4) The name and address of the owner of such machine or machines, if other than the applicant;

¹Ord. No. 381, § 1, adopted Oct.7, 2014 , repealed former Art. IV, §§ 11-91—11-95, in its entirety and enacted new provisions as herein set out. Former Art. IV pertained to similar subject matter and derived from Ord. No. 349, § 1(Attach.), adopted Nov. 2, 2010.

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- (5) A statement that the applicant has not been convicted of a crime of moral turpitude within the past two (2) years and has never been found guilty of violating any state law concerning gambling or coin-operated amusement machines.
 - (b) Applicant must attach a true and correct copy of the state license issued for each coin-operated amusement machine.
 - (c) Applicant must have a valid current business license with the city for the location.
- (Ord. No. 381, § 1(attach.), 10-7-14)

Sec. 11-94. Inspection of licensed premises.

Acceptance of a license pursuant to this article constitutes consent by the licensee for the city police and code enforcement to freely enter upon the licensed business premises during operating hours for the purpose of ensuring compliance with this article. If a licensee or his employee or designee in any way interferes with the police or code enforcement's right of inspection pursuant to this section, then the city may revoke his license.

(Ord. No. 381, § 1(attach.), 10-7-14)

Sec. 11-95. Regulations for operation of coin-operated amusement machines.

- (a) *Machines to be kept in plain view.* Every coin-operated amusement machine within the city shall at all times be kept and placed in plain view. For purposes of this section, plain view requires that the machine be visible through a window from the exterior of the location and shall also be visible from the main entryway of the location. No coin-operated amusement machine shall be located behind a doorway, in a back room or side room, or in any other location that is not in plain view as defined by this section.
- (b) *Gambling prohibited.* Nothing in this article is intended to permit any gambling device as defined by O.C.G.A. § 16-12-20(2). Use of a licensed coin-operated amusement machine for gambling in violation of O.C.G.A. § 16-12-21 shall be grounds for revocation of all coin-operated amusement machine licenses held by the person found to have offered or permitted gambling on the licensed premises.
- (c) *Number of machines limited.* No location may offer to the public more than six Class B coin-operated amusement machines that reward the player. Rewards are limited exclusively to noncash merchandise, prizes, toys, gift certificates, or novelties.
- (d) *Disclosures required.*
 - (1) The owner or operator of a business location which offers to the public any coin operated amusement machine that rewards the player must inform all employees of the prohibitions and penalties set out in subsections (e), (f), and (g) of official Code of Georgia Section 16-12-35.
 - (2) The owner or possessor of any coin operated amusement machine that rewards the player must inform each location owner or location operator of the business location where such machine is located of the prohibitions and penalties set out in subsections (e), (f), and (g) of official Code of Georgia Section 16-12-35.
 - (3) Every location owner or location operator of any business location which offers to the public one or more coin operated amusement machines must post prominently in the location a notice including the following language:

GEORGIA LAW PROHIBITS PAYMENT OR RECEIPT OF MONEY FOR WINNING A GAME OR GAMES ON THIS AMUSEMENT MACHINE; PAYMENT OR RECEIPT OF MONEY FOR FREE REPLAYS WON ON THIS AMUSEMENT MACHINE; PAYMENT OR RECEIPT OF MONEY FOR ANY MERCHANDISE, PRIZE, TOY, GIFT

CERTIFICATE, OR NOVELTY WON ON THIS AMUSEMENT MACHINE; OR AWARDING ANY MERCHANDISE, PRIZE, TOY, GIFT CERTIFICATE, OR NOVELTY OF A VALUE EXCEEDING \$5.00 FOR A SINGLE PLAY OF THIS MACHINE.;

- (e) *Monthly reporting required; audits.* Every location owner or location operator subject to paragraph (1) of subsection (b) of official Code of Georgia Section 50-27-84 must provide the city clerk with a copy of each verified monthly report prepared in accordance with such Code section. The city is authorized, at its discretion, to conduct an annual audit of such reports from the location owner or location operator.
 - (f) *Proximity to certain uses of property.* No license for a coin-operated amusement machine may be obtained for a location:
 - (1) Within fifty (50) yards of the property line of any single family residence;
 - (2) within one hundred (100) yards of the property line of any public park, or the entrance of any church or library;
 - (3) Within two hundred (200) yards of the property line of any school or school grounds.
 - (g) *Proportion of revenue limited.* No business location licensed to offer coin-operated amusement machines pursuant to this article shall derive more than fifty (50) percent of its monthly gross retail receipts from coin-operated amusement machines, provided that revenues due to a master licensee or the Georgia Lottery Corporation shall not be deemed revenue derived from coin-operated machines.
- (Ord. No. 381, § 1(attach.), 10-7-14 ; Ord. No. 393, § 1, 3-1-16)

Sec. 11-95.5. Penalty for violation; appeal.

- (a) Conviction in the municipal court for any violation of this article will be punished by a fine up to one thousand dollars (\$1,000.00) and/or imprisonment for up to six (6) months.
- (b) In addition to any other penalty imposed, conviction in the municipal court for violation of subsection 11-95(e) or (g) of this article or conviction in a court of competent jurisdiction for violation of O.C.G.A. § 50-27-84 will result in immediate revocation of all city licenses for coin-operated amusement machines held by the location owner or location operator so convicted.
- (c) In addition to any other penalty imposed upon conviction, the city may revoke any license granting authority to manufacture, distribute, or sell alcoholic beverages, or any other license granted by the city as a penalty for conviction of the location owner or location operator of a violation of subsection (e), (f), or (g) of O.C.G.A. § 16-12-35 by any court of competent jurisdiction. Revocation of such permits under this section will not become effective until after due process is provided pursuant to subsection (b) of O.C.G.A. § 3-3-2.
- (d) Whenever a coin-operated amusement machine license is denied, not renewed, suspended, or revoked pursuant to this article, the city clerk shall promptly provide written notice of such action, including the reason(s) therefor to the licensee or applicant by hand delivery or certified mail.
- (e) Upon delivery of the notice contemplated by subsection (d), the applicant or licensee aggrieved by such action shall have fifteen (15) days to file a written notice of appeal with the city clerk. Such appeal shall be heard by the city council at its next regular meeting held not less than ten (10) days after the date of appeal. At such hearing, the aggrieved applicant or licensee shall have the right to be represented by counsel, present evidence, and cross-examine opposing witnesses. On appeal to the city council, the aggrieved licensee or applicant for coin-operated amusement machine license shall bear the burden of establishing by a preponderance of the evidence that the denial, non-renewal, suspension or revocation of the license was not justified. Unless the licensee is appealing a license revocation resulting from conviction for violating this article in the municipal court, action to revoke or suspend an existing license shall not become effective

pending the city council hearing. The decision of the city council shall be final, subject to petition for writ of certiorari to the Superior Court of DeKalb County.

(Ord. No. 381, § 1(attach.), 10-7-14 ; Ord. No. 393, § 2, 3-1-16)

Editor's note(s)—Section 11-95.5 was renumbered by the editor from § 11-96 to avoid conflicts in section numbering.

ORDINANCE NO. 24-_____

AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 11 OF THE CITY CODE REGARDING REGULATION OF BONA FIDE COIN-OPERATED AMUSEMENT MACHINES; TO REDUCE DISTANCE RESTRICTIONS FOR LICENSED ESTABLISHMENTS; TO REQUIRE THAT APPLICANTS FOR NEW COIN-OPERATED AMUSEMENT MACHINE LICENSES PROVIDE A SURVEY WITH THEIR APPLICATION; AND FOR OTHER PURPOSES.

WHEREAS, a number of businesses within the City currently offer coin-operated amusement machines to their customers; and

WHEREAS, these machines have the potential to be used for illegal gambling and require close monitoring and inspection to enforce State law; and

WHEREAS, coin-operated amusement machines are nonetheless an important revenue stream for certain local small businesses; and

WHEREAS, O.C.G.A. § 50-27-86 (8) authorizes the City to provide for restrictions relating to the distance between licensed coin-operated amusement machine locations and specified structures or uses of property; and

WHEREAS, the City has previously imposed such distance restrictions, but the City Council now desires to reduce these restrictions, while still protecting City residents from the potential negative impacts of these machines.

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

SECTION 1. Existing subsection (f) of Code section 11-95 is hereby repealed and the following language is hereby adopted in its place:

“(f) *Proximity to certain uses of property.*

- (1) No new license to offer a coin-operated amusement machine to the public may be obtained for a location:
 - a. within fifty (50) yards of the property line of any single family residence;
 - b. within one hundred (100) yards of the property line of any public park;
 - c. within one hundred (100) yards of the entrance to any place of religious worship;
 - d. within one hundred (100) yards of the entrance to any library; or
 - e. within one hundred (100) yards of the entrance to any school (which, for purposes of this subsection shall mean pre-kindergarten, K-12, or college).

- (2) Measurements to determine distances in the context of an application for a coin-operated amusement machine license shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:
- a. from the front door of the structure where coin-operated amusement machines are proposed to be offered to the public;
 - b. in a straight line to the nearest public sidewalk, walkway, street, road or highway;
 - c. along such public sidewalk, walkway, street, road or highway by the nearest route, only crossing at a cross-walk or at a cross street, road or highway;
 - d. to the nearest point of the property line (if measuring to a single family residence or public park) or in a straight line from the public sidewalk, walkway, street, road or highway to the front door of the building (if measuring to a place of religious worship, library, or school).
- (3) When applying for a new coin-operated amusement machine license (i.e., not a renewal of a license for the prior year at the same location), the applicant shall submit with the application a survey, sealed by a registered Georgia surveyor, that depicts all of the following information:
- a. the location of every single family residence, public park, place of religious worship, library or school located within one hundred and fifty (150) yards of the applicant property (as measured per part (2) of this subsection);
 - b. the distance from the applicant property to each such place; and
 - c. if the distance to any such place is less than 120% of the minimum distance per part (1) of this subsection, the route taken to determine each such measurement.”

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.

SO ORDAINED this _____ day of _____, 2024.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 8A

CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve the City Services Agreement with Clarkston Community Center to provide ESL classes to Clarkston residents in 2024 funded through ARPA Grant.

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 approve the service agreement with Clarkston Community Center to provide ESL classes to Clarkston residents 2024 funded through the ARPA Grant.

NEED/ IMPACT: The Clarkston Community Center provided ESL training classes to Clarkston residents in 2023. This proposed agreement is to expand this program into 2024. The City has allocated \$40,000 from the ARPA fund in 2024 for this program.

RECOMMENDATION:

Staff recommends acceptance of the Services Agreement with the Clarkston Community Center to provide ESL training classes to Clarkston residents in 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN A CITY SERVICES AGREEMENT WITH THE CLARKSTON COMMUNITY CENTER.

* * * * *

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

Section 1. That the City Council authorizes the Mayor to sign a City Services Agreement with the Clarkston Community Center to provide ESL classes to Clarkston residents in 2024 funded through the ARPA Grant in the amount of \$40,000. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

SERVICES AGREEMENT

This Services Agreement made this ____ day of _____, 20____, between the City of Clarkston, Georgia ("CITY"), and **Clarkston Community Center, Inc.** a non-profit corporation organized under the laws of the State of Georgia, having its principal office at 3701 College Avenue, P O Box 217, Clarkston, GA, 30021 ("Contractor").

RECITALS

A. CITY is in need of certain services as described in Attachment A, which is attached hereto and is incorporated herein by reference.

B. Contractor has been determined by CITY to have the necessary experience, expertise and qualifications to provide those services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. SCOPE OF SERVICES

A. Contractor shall provide English-as-a-second-language education services, as more particularly described in Attachment A under the terms of this Agreement. Contractor's performance may be reviewed from time to time by CITY for purposes of determining that the services provided are within the scope of this Agreement.

B. The scope of services that Contractor will provide to CITY are described in Attachment A hereto. The scope of services shall only be changed by written amendment to this Agreement.

SECTION TWO. FEES AND COMPENSATION

A. Contractor shall be compensated for services rendered and related actual expenses on a reimbursement basis for labor and supplies necessary to performing the services contemplated by this Agreement. Compensation under this Agreement shall be payable to Contractor at its address set forth on page one of this Agreement.

B. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed \$40,000.

C. Payment for services rendered shall be made by CITY no more than once per month. Payment shall only be made pursuant to a detailed invoice presented to the City Manager, which

invoice shall indicate the service provided, hours expended, the date provided, and total fee for each service, and any out-of-pocket expenses. Such information shall be presented with sufficient clarity and detail so as to be satisfactory to the City Manager. Copies of invoices or receipts for third party charges must be included with Contractor's invoice when payment is requested.

SECTION THREE. DURATION

A. This Agreement shall begin on the 1st day of January , 2024 and shall end on the 31st day of December, 2024.

B. This Agreement may be terminated by either party submitting twenty (20) days written notice to the nonterminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the nonterminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services completed up to and including date of termination shall be based upon work completed as of the date of termination upon the payment terms identified in this Agreement, prorated as necessary as of the date of termination.

SECTION FOUR. DELIVERABLES

In addition to the services to be performed by Contractor, Contractor shall deliver to the city manager or her/his designee the following report(s) and information regarding Contractor's services in order for the CITY to evaluate the effectiveness of Contractor's program:

- a) reports at the beginning and end of each semester stating the name, age and address of each person enrolled, their country of origin, and the class they enrolled in;
- b) at the end of each semester, a report on the language skills advancement of each person participating.

SECTION FIVE. INDEPENDENT CONTRACTOR

Contractor will perform the contemplated services as an independent contractor. It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer, official or agent of CITY.

SECTION
SIX.
RECORDS-AUDIT-CONFIDENTIALITY

Contractor shall maintain during the course of the work, and retain for not less than two years from the date of final payment on this Agreement, complete and accurate records of all of Contractor's costs which are chargeable to CITY under this Agreement; and CITY shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (but not be limited to): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors and any other third parties charges.

SECTION
SEVEN.
BONA FIDE NON-PROFIT STATUS

Prior to performing any services, and as a precondition to being compensated for any services, Contractor shall present to CITY, in a form satisfactory to the City Manager (for example, and official letter from the Internal Revenue Service), proof that Contractor is a bona fide non-profit entity in good standing with the IRS.

SECTION
EIGHT.
HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, hold harmless, and defend CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting, directly or indirectly, from Contractor's (or Contractor's subcontractors') performance or breach of the contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to damage to or destruction of property, including the loss of use resulting from such damage or destruction, or from negligent acts or willful misconduct, errors or omissions; and (2) not caused by the negligent act or omission or willful misconduct of the CITY or its elected and appointed officials and employees acting within the scope of their employment. This hold harmless and indemnification clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

SECTION
NINE.
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state or superior court of DeKalb County, Georgia. All parties consent to personal jurisdiction and venue in such court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising under this Agreement.

SECTION
TEN.
AUTHORITY

Contractor, by execution of this Agreement, does warrant and represent that Contractor is qualified to do business in Georgia and has full right, power and authority to enter into this Agreement.

SECTION
ELEVEN.
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth in this Agreement and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative to such subject matter. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties to this Agreement.

SECTION
TWELVE.
ASSIGNMENT & SUCCESSORS

This Agreement is not assignable or transferable by Contractor.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.

The parties have executed this Agreement through their authorized representatives:

CITY OF CLARKSTON, GEORGIA

By: _____
Its: _____

Approved as to form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney

CONTRACTOR

By: _____
Its: _____

ATTACHMENT A

SCOPE OF SERVICES



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Proposal for Expansion of Adult & Senior Services: ESL & Civics, Digital Literacy

Introduction

The Clarkston Community Center Foundation, Inc. is a 501 (c)(3), multicultural community center, founded in 1994, in Clarkston, GA of Dekalb County. Our mission is to serve as a meeting place for traditional U.S. citizens, new arrivals, and foreign-born residents of the Metro Atlanta area by providing unique experiences, educational resources, and valuable tools that foster community while celebrating cultural diversity.

In the early 1990s, the city of Clarkston was designated as a resettlement city for refugees entering the Metro Atlanta area. As the city's population increased and demographics changed, the needs of the community grew diverse and many. In response, several community members joined together to re-open the former and original Clarkston High School to transform the facility for use in providing programs and services that would meet the growing community's educational, cultural, and recreational needs. Hence, the Clarkston Community Center Foundation, Inc. was established in 1994 and currently serves approximately 60,000 residents of the Metro Atlanta area.

Adult & Senior ESL & Civics Program

Communication skills & digital literacy continue to be valuable skills and an asset to compete not only in the Metro-Atlanta workforce but in the United States. For many adults looking to re-enter the workforce during the pandemic, effective communication skills and using virtual meeting platforms are a must. Vast economic growth seen within the Clarkston - DeKalb area (i.e., Amazon Distribution Center, Expansion of Children's Healthcare of Atlanta at Druid Hills, and development of a new film studio in Doraville) warrants increased soft skills & work-readiness programming that complements existing DeKalb County government workforce development programs and initiatives.

Throughout 2022, the Clarkston community is expected to receive approximately 1,000 newly resettled refugees. Many will require additional training, education, and assistance to meet the qualifications of local employers, and the Clarkston Community Center will play an intricate part in the road to successful resettlement. Currently, the Community Center offers English as a Second Language classes to meet DeKalb residents' varying English proficiency needs. ESL Classes are offered in the following levels based on pre-assessments: 1) Beginner ESL, 2) Intermediate/Advanced ESL. In addition to ESL, students are taught ESL lessons that are combined with American Government/Civics lessons to assist those in preparing for naturalization.

Despite the pandemic, approximately 46 English Language Learners (seniors and adults) participated in ESL classes for FY 2021. These students completed a mixture of in-person and virtual classes. With the new demands and requirements of employers, more adults are seeking ESL services to remain competitive and employable. Although close to 70 adults & seniors registered for virtual ESL classes in Spring 2022, we were limited to only accepting 20 per ESL



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class for ESL, 10 for ESL & Civic due to staff capacity constraints and access to technology for many of our students. Additional funding would not only grant the Community Center the ability to expand staff capacity, but it would also assist in securing more technology that adults can use to log into their classes, as well as secure more books for students and teaching materials for instructors.

Adult & Senior Digital Literacy Program

The Clarkston Community Center's Digital Literacy/Technology program was created to teach transferable computer and technology skills that can be utilized in many industries for today's working adults. The program caters to adults from various backgrounds: newly resettled refugees, English Language Learners, traditional U.S. citizens, independent living seniors, foreign-born long-term residents, etc. Participants learn basic computer and typing skills, career development skills (i.e., use of Microsoft Office Suite & Google Drive), Personal Account Management (i.e. bill payment, online banking, etc.), and parenting use (i.e. utilizing DeKalb County School District's Infinite Campus).

The pandemic has created a surge in the number of people interested in furthering their computer/technology skillset. Although we successfully enrolled 12 students in FY 2020 Computer/Technology class we had to pause the class due to the pandemic. However, with a growing demand to return the class to in-person, we would like to expand to serve 20 adults for Fall 2022 – Fall 2023. To do so, funding is necessary. Additional funds will increase our staff capacity and purchase additional computers, headsets, and mics.

Program Sustainability & Measurable Outcomes

If funded, the Clarkston Community Center will be able to continue to fund this project past our grant period. We plan to use income generated from event rentals (hosted at our facility), funding that is expected to be received from foundation grants, as well as leveraging our commitments from local partners (e.g., Goodwill of North Georgia, DeKalb Public Library Systems) to fund and support both programs.

To measure the outcome of our Adult and Senior ESL/Civics classes, all students will be pre-assessed. Upon registration and the first day of attendance, each new student will meet with our lead instructors so that the instructors can get an idea of the student's verbal & written English levels. Students are given a written and oral diagnostic test. If the student cannot read or write in English, or even their native language, the instructor will place the student in a Beginner ESL class. If the student can read and speak some English, then the student will be placed in an Intermediate ESL class. As a student advances through the program, they are tested to make sure they have the needed skills which include verbal, reading, and writing. At the end of each year, the student will take a written and oral post-assessment to determine their new verbal, reading, and writing English proficiency level.

Secondly, one of the objectives of the program is that 100% of the 50 participating students increase their verbal, written, and/or reading English proficiency levels. We anticipate that each student will increase their English proficiency by at least one level. Students who attend at a rate of 90% over 6 months will be assessed at the end of their sixth month to ensure sufficient progress. Our program uses the "Side by Side" placement test scale of 0-15 (ESL pre-



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literacy 1), 16-30 (ESL pre-literacy 2), 31-45 (Beginning ESL), 46-60 (Beginning ESL 2), 61-75 (Intermediate ESL), and 76 and above (Advanced ESL). If a student participates for the entire school year (10 months) at an attendance rate of 90%, it is expected that the student will increase their English proficiency by 2 levels. Students scoring at the Pre-Literacy level are not expected to move up by 2 levels but are expected to move up by 1 level.

Lastly, adults & seniors participating in our digital literacy program will be given a pre-assessment to determine their computer and technology literacy levels. Students will be given quarterly assessments to determine the progress of digital skills level, and progression in typing skills (Words Per Minute), coupled with additional computer skills and workforce-ready assessments that will be given by our partners at Goodwill. Upon completion of the program, work-ready adults will be paired with case managers who will assist with vocational guidance and referrals to employers.



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Proposed Budget for Adult & Senior English & Technology Program 2024

Part-Time ESL/Civics Instructors (3) at \$6,624.00 each	\$19,872.00
Part-Time Technology Instructor (1)	\$9,200.00
IT Support (Contract)	\$500.00
Facility Use/Space	\$3,600.00
Administrative Support	\$1,668.00
ESL Library Online Subscription (2) at \$180 each	\$360.00
ESL Workbooks (15) & Civics Workbooks (15) at \$35 each	\$1,050.00
Marketing/Advertisement	\$500.00
Printing/Publication	\$500.00
Classroom snacks & beverages	\$750.00
Classroom chairs	\$1,500.00
Classroom supplies	\$500.00
TOTAL	\$40,000.00



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Grant Report| Adult & Senior Services: ESL & Civics, Digital Literacy

English Class	Individuals Served	Gained Employment or Promotion
In Person Beginner English & Civics	20	2
Virtual Beginner English	24	3
Virtual Intermediate & Advanced English	34	18
Total	78	23

Demographics of Individuals Served

English Class	*New Arrival	Countries	Age 50 and Younger	Age 50 and Older	Gender	Education
In Person Beginner English	12	Haiti 5 Ethiopia 5 Venezuela 2 Senegal 2 Somalia 2 Colombia 1 Mexico 1 Eritrea 1 Guinea 1	16	4	Male 11 Female 9	*NS 5 Elem 0 MS 5 HS 10 College 0
Virtual Beginner English	10	A wide variety of countries is represented. However, the largest percentage are from Arabic-speaking countries (Syria) and Spanish-speaking countries (Venezuela).	19	5	Male 9 Female 15	*NS 2 Elem 2 MS 5 HS 9 College 6

**New Arrival is anyone who has been in the United States for less than 5 years.*

**NS = No School, Elem = Elementary, MS = Middle School, HS = High School, College = Undergraduate and/or Graduate Level*



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English Class	*New Arrival	Countries	Age 50 and Younger	Age 50 and Older	Gender	Education
Virtual Intermediate & Advanced English	2	China 1 Ethiopia 5 Iraq 4 A variety of many other countries.	23	11	Male 10 Female 24	*NS 3 Elem 2 MS 2 HS 15 College 12

**New Arrival is anyone who has been in the United States for less than 5 years.*

**NS = No School, Elem = Elementary, MS = Middle School, HS = High School, College = Undergraduate and/or Graduate Level*

In-Person Beginner English & Civics Class

- The median age served in the In-Person Beginner English Class is 40 years old.
- Most of our new arrivals are individuals from Haiti and Spanish-speaking countries.
- In daily attendance we average 12 students weekly.
- We've had some students gain employment and therefore, do not attend as frequently.
- There have been requests for an additional Beginner English class to be held in the evening.
- **Success Story:** We have a senior from Somalia who attends the classes regularly. Her son informed us that this is the happiest he's seen his mother since she came to the United States. She enjoys utilizing her time at the Center to socialize with others during the day. He says it helps her remain busy and pass the time until her grandchildren are dismissed from school. She's been in the United States for approximately 5 months.

Virtual Beginner English Class

- The median age served in the Virtual Beginner English Class is 41 years old.
- Most of our new arrivals are individuals from Venezuela, Colombia, Mexico, Guatemala, Honduras, Haiti, Ukraine, and Syria.
- Other countries represented in the class are the following: Zambia, Turkey, India, Burundi, Pakistan, Iraq, Canada, Somalia, Ethiopia, and China.
- In daily attendance we average 16 students weekly.
- We've had a few students gain employment since they began the class. However, many of the students are stay-at-home parents. Many stated that their goal was to learn English so they could better communicate with their child's teacher and for daily conversation.
- **Success Story:** Our virtual classes have given many of our female students who don't know how to drive and lack childcare the ability to access educational services remotely while still caring for their little ones. Also, many students report that this class has increased their confidence in using technology.



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Virtual Intermediate & Advanced English Class

- The median age served in the Virtual Intermediate & Advanced English Class is 45 years old.
- This class does not have many new arrivals, only 2 from Haiti. Most of the students have been in the country for 5 years or more.
- The top 3 countries represented the most in this class are China, Ethiopia, and Iraq. Other countries represented are Canada, Belgium, Iran, Venezuela, Togo, Ghana, South Sudan, Burma, Turkey, South Korea, Eritrea, Guinea, Mexico, Senegal, and Somalia.
- The average daily attendance varies often for this class – 8 to 12 students weekly. Although this class has served a significant number of students, this class also experiences the lowest attendance and/or drop rate due to so many students obtaining employment (upon the increase in their English proficiency) or promotions within their company which indirectly affects their availability.
- Success Story: This class experiences the highest rates of employment opportunities and/or career advancements. Many students acknowledge that being able to log in to their virtual class while they are on break at work is a plus.

Due to the funding from the City, we were able to serve an additional 28 students through our English Classes. Per the proposal, we anticipated serving a total of 50 students in the English classes, and we've served a total of 78 students to date.

Adult & Senior Digital Literacy Program

	New Arrivals	U.S. Citizens & Long-Term Residents	Age 50 and Younger	Age 50 and Older
Adult & Senior Technology Class	4	16	18	2

- Many of the participants of this class are students who participate and/or receive services from other programs and/or classes offered at the Community Center (i.e., English Classes, parents of afterschool program students, individuals served through the food pantry).
- All our new arrivals who participate in this class are from Haiti.
- This class averages 9-10 students per weekly attendance and has served a total of 20 individuals.
- As students progress through the class, the students are translating classroom worksheets and material into their language as needed. Therefore, they are learning key computer & technology terms in English and their native language.



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- Success story: One of our afterschool parents participates in the technology class and learning basic computer skills has increased her confidence in helping her child with homework he has to complete on a computer.

Due to the funding from the City, we have been able to serve 20 adults and seniors, whereas previously we would serve 10. We continue to receive requests for enrollment in this class, however we are at capacity.

From: [Tammi Saddler Jones](#)
To: [Amber McCorkle](#)
Cc: [Dan Defnall](#); [Tomika Mitchell](#)
Subject: RE: Supplemental Items for Service Agreement with the City - needed by Close of Business Today
Date: Friday, March 01, 2024 2:48:31 PM
Attachments: [image001.png](#)

Received. We will add this as an attachment to the agenda item.

From: Amber McCorkle <education@clarkstoncommunitycenter.org>
Sent: Thursday, February 29, 2024 8:11 PM
To: Tammi Saddler Jones <tsjones@cityofclarkston.com>
Cc: Dan Defnall <ddefnall@cityofclarkston.com>; Tomika Mitchell <tlewis@cityofclarkston.com>
Subject: Re: Supplemental Items for Service Agreement with the City - needed by Close of Business Today

Good Evening Tammi,

I apologize for the delay. Please find the requested documents attached.

- 1) Technology Class Enrollment for Fall 2023 - Spring 2024
- 2) Virtual Beginner English Class Enrollment for Fall 2023 - Spring 2024
- 3) Virtual Intermediate English Class Enrollment for Fall 2023 - Spring 2024
- 4) In-Person Beginner English Class Enrollment for Fall 2023 - Spring 2024

All spreadsheets include Pre-Assessment/ Placement Test Scores. No Post Assessment Scores are listed. Students will not Post Assessment Tests until May. As a reminder, all of our education programs operate on a school calendar year which includes 2 semesters that account for the year - Fall & Spring. If you need any additional information please let me know. Lastly, we received a few new students in all of these classes so our number of participants has increased.

Amber McCorkle
Director of Education/Programs
Clarkston Community Center
404.508.1050 (office)

[illegible]

Please type your First and Last Name as it appears on your Georgia ID, Drivers License, Birth Certificate, or Passport.	What is your preferred method of contact?	Do you have access to the internet?	Which of the following technology do you have access to, NOT including a device your child uses for school? Please select all that apply.			How well can you speak English?	How well can you read English?	How well can you write English?	Which virtual meeting application are you most familiar with?	What language(s) do you speak?	What country are you from?	What is your gender?	What is the highest grade of school attended?	***BEST Placement Test Scores	English Proficiency Level Based on Score
			Smartphone (Phone, Android, etc.), Laptop or computer, Tablet, Internet (WiFi)	Beginner	Intermediate	Advanced									
Getachew Gebreab	Phone	Yes	Smartphone (Phone, Android, etc.), Laptop or computer, Tablet, Internet (WiFi)	Beginner	Intermediate	Advanced			Google Meet	Amharic and English	Ethiopia	Male	High School	411	Low Beginner
Fatma Adam	Email	No	Android, etc.)	Beginner	Intermediate	Beginner			Zoom	Arabic	Eritrea	Female	school	401	Low Beginner
Zainab sowe	Phone	Yes	Android, etc.)	Intermediate	Beginner	Beginner			Zoom	Fulani	Guinea	Female	school	401	Low Beginner
leonard querlin	Phone	Yes	Android, etc.)	Internet	Beginner	Beginner			Facetime	creole	Haiti	Male	or Junior High	418	High Beginner
Esther prosper	Phone	Yes	Android, etc.)	Internet	Beginner	Beginner			Facetime	creole	Haiti	Female	High School	412	Low Beginner
Testaye Belay	Phone	Yes	Android, etc.), Laptop	Beginner	Beginner	Beginner			Facetime	Amharic	Ethiopia	Male	High School	428	High Beginner
Yeshia Bate	Phone	Yes	Internet (WiFi)	Beginner	Beginner	Beginner			Facetime	Amharic	Ethiopia	Female	High School	414	Low Beginner
Franchel Antoinef	Phone	Yes	Android, etc.)	Beginner	Beginner	Beginner			any virtual meeting	Creole French	Haiti	Male	High School	416	Low Beginner
Temesgen Azene	Phone	No	Android, etc.)	Beginner	Beginner	Beginner			Google Meet	Amharic	Ethiopia	Male	High School	405	Low Beginner
Fadumo Hassan Adan	Phone	Yes	Android, etc.)	Beginner	Beginner	Beginner			any virtual meeting	Somali	Somalia	Female	school	403	Low Beginner
Rose Marie Louis	Phone	Yes	Android, etc.)	Internet	Beginner	Beginner			Facetime	Creole	Haiti	Female	High School	409	Low Beginner
Mericiene Estephin	Phone	Yes	Android, etc.)	Internet	Beginner	Beginner			Facetime	Creole	Haiti	Male	High School	406	Low Beginner
tamsir momar gueye	Phone	Yes	Android, etc.)	Beginner	Beginner	Beginner			Facetime	French	Haiti	Male	or Junior High	404	Low Beginner
cheikh mbengue	Email	Yes	Android, etc.)	Beginner	Beginner	Beginner			any virtual meeting	French	senegal	Male	or Junior High	401	Low Beginner
bekele	Phone	Yes	Android, etc.)	Beginner	Intermediate	Intermediate			Skype	Amharic	Ethiopian	Male	High School	424	High Beginner
Lida Barrios	Phone	Yes	Android, etc.)	Beginner	Beginner	Intermediate			Google Meet	Spanish	Venezuela	Female	High School	427	High Beginner
Franklin Escalante	Phone	Yes	Android, etc.)	Beginner	Beginner	Beginner			Google Meet	Spanish	Venezuela	Male	High School	411	Low Beginner
Sindu Woemago Elias	Phone	Yes	Android, etc.)	Beginner	Beginner	Beginner			Facetime	Amharic	Ethiopia	Male	school	401	Low Beginner
Olaa Flores	Phone	Yes	Android, etc.)	Beginner	Beginner	Beginner			Google Meet	Spanish	Venezuela	Female	High School	420	High Beginner
Enani Numisane	Phone	Yes	Android, etc.)	Beginner	Intermediate	Beginner			Skype	Arabic	Iraq	Male	High School	414	Low Beginner
Yeshi Mola	Phone	Yes	Smartphone (Phone, Android, etc.)	Beginner	Beginner	Beginner			Google Meet	Hindi	Bangladesh	Male	I never attended school	402	Low Beginner
Kadro Gurun	Email	Yes	Smartphone (Phone, Android, etc.)	Beginner	Beginner	Beginner			I am not familiar with any virtual meeting platform	Burmese	Myanmar		I never attended school	406	Low Beginner
Martha Amiri	Phone	Yes	Smartphone (Phone, Android, etc.)	Beginner	Beginner	Beginner			Google Meet	Arabic	Sudan		I never attended school	401	Low Beginner





CITY OF CLARKSTON

ITEM NO: 8B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Councilmember Awet Eyasu
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions.

NEED/ IMPACT: Allowing “late night sales” for consumption on the premises subject to certain conditions.

RECOMMENDATION: N/A

ORDINANCE NO. 24-_____

**AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE, REGARDING
ALCOHOLIC BEVERAGES, TO ALLOW “LATE NIGHT SALES” FOR
CONSUMPTION ON THE PREMISES SUBJECT TO CERTAIN CONDITIONS.**

WHEREAS, the City Council has determined that “late night sales” of alcohol for consumption on the premises, as defined herein, present an important economic opportunity for businesses located within the City; and

WHEREAS, the City Council has determined that certain conditions must be met by licensed alcohol vendors in order to protect public safety during the “late night sales” period.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 3 of the City’s Code of Ordinances, concerning the sale of alcohol within the City of Clarkston, be amended as follows:

Section 1.

New Code Section 3-34 is hereby adopted, to read as follows:

“Sec. 3-34. Late night alcohol sales for consumption on premises.

(a) In addition to the permissible hours for sales of alcoholic beverages for consumption on the premises set out in Section 3-29, businesses licensed to sell alcohol for consumption on premises may also make such sales during the following hours, subject to the conditions set forth this section:

- (1) Monday, Tuesday, Wednesday, Thursday and Friday mornings between 1:56 a.m. and 4:00 a.m.; and
- (2) Saturday morning between 2:51 a.m. and 4:00 a.m.

(b) Late night sales pursuant to this section shall only be permitted when the licensee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment during late night hours and such security officer is actually present at the premises to provide security.

(c) The licensee shall not permit any person under 21 years of age to be present at the premises during late night sales hours as defined in this section.

(d) Upon request by a City of Clarkston official, the licensee offering late night sales of alcohol shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises per subsection (b) of this section during all periods of late night alcohol sales pursuant to subsection (a).”

Section 2.

This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

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

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to Form

Stephen Quinn
Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 8C

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To approve the status and appointments to the City Council Task Forces.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Councilmember Mark Perkins
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve the status and appointments to the City Council Task Forces.

NEED/ IMPACT: To evaluate the status of these entities, determine if we should keep them or update/redefine their purpose and deadlines, or dissolve them.

RECOMMENDATION: N/A

From: [Mark Perkins](#)
To: [Beverly Burks](#); [Debra Johnson](#); [Yt Bell](#); [Susan Hood](#); [Awet Eyasu](#); [Jamie Carroll](#); [Tammi Saddler Jones](#)
Cc: [Tomika Mitchell](#); [Stephen Quinn \(SQuinn@wmdlegal.com\)](#)
Subject: Follow-up on Task Forces and Committees
Date: Wednesday, February 28, 2024 10:53:46 AM
Attachments: [image001.png](#)
[RES Create Public Art Advisory Committee.pdf](#)
[RES Create Youth Advisory Council 6-4-19.pdf](#)
[RES Early Learning Task Force Members 3-3-2020.pdf](#)
[RES Senior Resident Advisory Committee.pdf](#)
[RES to Create a Task Force to provide recommendations on policies and training for the Clarkston Police Department 3-2-2021.pdf](#)

Good morning mayor and fellow councilmembers,

Thank you for the discussion last night related to our task forces, committees, and councils. I wanted to follow up on the agenda item and provide additional context and supporting resolutions.

One quick note related to the next steps we discussed last night: **I do not believe we appointed liaisons to these various entities in our February meeting as we separated out these items from our Standing Advisory Committee appointments.**

For your consideration, I've included the resolutions for each entity and have taken the liberty of highlighting what I believe to be some of the relevant sections to each resolution. I've also included bulleted notes below and encourage us to consider the following criteria when determining next steps for each committee. I've excluded info on the Public Health Task Force as we already decided to dissolve it.

To consider:

1. Are there deadlines imposed in the original resolution that impact the purpose or existence of the entity?
2. Have appointments been filled and have these appointments been done in accordance with the resolution creating the entity?
3. When was this entity originally created?
4. What work has this entity performed and has it been consistent with what the entity was originally tasked with doing?
5. Is this entity still relevant to our community's needs and has another entity arisen to meet those needs?

As we form entities, staff them, and task them, we should make sure that we are creating clear, relevant, time-bound objectives so we can steward our limited resources well.

Youth Advisory Council

- Formed in June of 2019 (4 years)

- No position for a council liaison in original resolution.

Police Community Task Force

- Formed in March of 2021 (3 years)
- The council and mayor make appointments but there is no council liaison designated by the task force (though per my reading nothing would explicitly prevent a council member or members from serving on the task force).
- City manager and city attorney have a more involved role per resolution in day-to-day operations of task force than city council (which is tasked with setting overall objective for group)
- City manager was to have prepared a resolution for the council meeting on April 27, 2021 to confirm the appointment of task force members and chairperson.

Public Art Committee & Senior Advisory Committee

- Formed 2018 (6 years)
- 2 year appointments
- Single council appointee
- 10 total members (Appointed: 4 – mayor, 6 – council)

Senior Resident Advisory Committee

- Formed in 2018 (4.5 years)
- 8 members (age 55 and over) appointed by the mayor
- 1 council member as a liaison
- Appointments are for 2 years

Early Learning Task Force

- Formed in September 3, 2019 (3.5 years)
- Duration of task force was supposed to be for one year.

Please let me know if you have further questions or input on these items. I'm happy to take additional action on Tuesday (beyond dissolving the public health task force) if the council desires, but regardless I believe we should come to a decision on these items at our April regular meeting.

Best,

--

Mark Perkins

City Council Member
mperkins@cityofclarkston.com
770-686-7496



1055 Rowland St, Clarkston, GA 30021

**RESOLUTION TO CREATE A CITY OF CLARKSTON
YOUTH ADVISORY COUNCIL**

2019-14

WHEREAS, the City Council is dedicated to the welfare and development of our youth and in giving them opportunities to educate, expose, and bring awareness to community and youth issues, while building relevant skills and working in a professional setting; and

WHEREAS, the City Council understands the value of uplifting talented, diverse youth that are committed to their community to enhance their leadership capabilities, share ideas, and improve the quality of life of all residents in the City of Clarkston; and

WHEREAS, the City Council recognizes a Youth Advisory Council established to serve as an advisory body to the City Council, will enhance youth involvement in a process which enables them to have an influence and impact on issues and decisions that they care about;

WHEREAS, establishing a Youth Advisory Council will expand access to government, promote leadership, increase volunteerism, and the need for formal representation of unique perspectives and needs of its young residents.

WHEREAS, the whole of our community benefits from greater civic participation by those who will one day be our leaders; and

WHEREAS, the City Council has determined that it is desirable to establish a Youth Advisory Council; and

WHEREAS, the City Council has determined that it is desirable to establish the mission and membership of the Youth Advisory Council;

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Clarkston that the following shall apply to the Clarkston Youth Advisory Council:

1. The mission of the Youth Advisory Council shall be to advise the Mayor, City Council, and City Manager with recommendations and input on how the City of Clarkston might address their needs, community issues, and all other matters affecting youth.
2. The Youth Advisory Council shall review, present, and render input on projects, plans, partnerships, and City programs related to youth, and shall bring forth any issues or concerns to the City's elected officials.
3. The Youth Advisory Council will recommend events, initiatives, and projects that may be implemented within the City to increase youth and community engagement.
4. The Youth Advisory Council will advise the Mayor, City Council, and City Manager about community issues and issues of interest to youth in the community, including but

not limited to recommending policies and sponsoring educational and social events for youth.

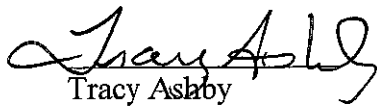
5. All members of the Youth Advisory Council shall be residents of the City of Clarkston from **12 to 18 years of age**.
6. The Youth Advisory Council **shall consist of a minimum of five (5) and a maximum of ten (10) Clarkston youth members** appointed by the Mayor and City Council member; **each City Council member can appoint (1) youth** and the Mayor can appoint the remaining number based on applications submitted or up to 4 youths to reach maximum of members on the Youth Advisory Council.
7. **All appointments to the Youth Advisory Council shall be for a one (1) year term.** Members may be removed or replaced at the discretion of the Mayor or City Council consistent with the original appointing authority.
8. City of Clarkston's youth residents wishing to be considered for appointment to the **Clarkston Youth Advisory Council shall first complete an application** which will be made available on the City's official website via Google Doc/Application.

SO RESOLVED, this 4 day of June, 2019

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA


Ted Terry, Mayor

ATTEST:


Tracy Ashby
City Clerk

**RESOLUTION TO CREATE A CITY OF CLARKSTON
PUBLIC ART ADVISORY COMMITTEE**

WHEREAS, the City Council understands the important role of art in the cultural enrichment, the aesthetic quality of its physical environment, mental wellbeing of residents, and community character and identity of the City of Clarkston; and

WHEREAS, the City Council desires to promote a sense of ownership and community pride through public art contributions in public facilities and spaces for residents and guest that come to the City of Clarkston; and

WHEREAS, the City Council has determined that it is desirable to establish a Public Art Advisory Committee; and

WHEREAS, establishing a Public Art Advisory Committee will expand access to and appreciation for art and cultural heritage and enjoyment of public places;

WHEREAS, the City Council has determined that it is desirable to establish the mission and membership of the Public Art Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Clarkston that the following shall apply to the Clarkston Public Art Advisory Committee:

1. The mission of the Public Art Advisory Committee shall be to advise the Mayor, City Council, and City Manager with recommendations on the arts for approval.
2. The Public Art Advisory Committee shall study, assess, and render advice on projects, plans, partnerships, and City programs related to art, and shall bring forth any issues or concerns to the City's elected officials about public art.
3. The Public Art Advisory Committee will recommend art projects that may be implemented within the City, and it will collect data and disseminate information on city art in other communities for further development of art initiatives in Clarkston.
4. The Public Art Advisory Committee will work to promote private-public partnerships for the benefit of art along trails, streets, and within public parts within the City of Clarkston.
5. The Public Art Advisory Committee may or has the potential to expand into a non-profit Arts Alliance that partners with the City on projects.
6. All members of the Public Art Advisory Committee shall be residents of the City of Clarkston from 18 years of age and older.

7. The Public Art Advisory Committee shall consist of ten (10) Clarkston resident members four (4) appointed by the Mayor and six (6) appointed by the City Council.
8. All appointments to the Public Art Advisory Committee shall be for a two (2) year term. Members may be removed or replaced at the discretion of the Mayor or City Council consistent with the original appointing authority.
9. The City Council appointee to the Clarkston Public Art Advisory Committee shall serve as the primary liaison between the Public Art Advisory Committee and the Clarkston City Council and staff.
10. City of Clarkston residents wishing to be considered for appointment to the Clarkston Public Art Advisory Committee shall first complete an application which will be made available on the City's official website via Google Doc/Application.

SO RESOLVED, this ___ day of _____, 20___

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Ted Terry, Mayor

ATTEST:

Tracy Ashby
City Clerk

**RESOLUTION TO CREATE A CITY OF CLARKSTON
SENIOR RESIDENT ADVISORY COMMITTEE**

SPONSORED BY: AWET EYASU AND ANDREA CERVONE

WHEREAS, the City Council understands the valuable and important role that seniors play in creating a sustainable community within the City of Clarkston; and

WHEREAS, the City Council desires to create programs and services that will promote healthy and active living and provide experiential learning opportunities; and

WHEREAS, the City Council has determined that it is desirable to establish a Clarkston Senior Resident Advisory Committee; and

WHEREAS, the City Council has determined that it is desirable to establish the mission and membership criteria of the Clarkston Senior Resident Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Clarkston that the following shall apply to the Clarkston Senior Resident Advisory Committee.

1. The mission of the Clarkston Senior Resident Advisory Committee shall be to advise the Mayor, City Council, and City Manager regarding issues affecting Clarkston's senior residents.
2. The CSRA committee shall study, assess and render advice regarding plans and City programs related to seniors, and shall bring forth any issues or concerns to the City's elected officials in order to better serve senior residents.
3. The Clarkston Senior Resident Advisory Committee shall consists of eight (8) Clarkston resident members appointed by the Mayor, plus one City Council member who shall be appointed by a majority vote of the City Council.
4. All members of the CSRA shall be residents of the City of Clarkston and all resident members appointed by the Mayor must be 55 years of age or older.
5. All appointments to the CSRA shall be for a two (2) year term. Members may be removed or replaced at the discretion of the Mayor or City Council consistent with the original appointing authority.
6. The City Council appointee to the Clarkston Senior Resident Advisory Committee shall serve as the primary liaison between the CSRA and the Clarkston City Council and staff.

7. City of Clarkston residents wishing to be considered for appointment to the Clarkston Senior Residents Advisory Committee shall first complete an application which will be made available at Clarkston City Hall Annex, on the City's official website or via email upon request.

SO RESOLVED, this __ day of _____, 20 ____

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Ted Terry, Mayor

ATTEST:

Tracy Ashby
City Clerk

RESOLUTION TO INCREASE AND APPOINT MEMBERS TO THE EARLY LEARNING TASK FORCE

2020-008

WHEREAS, the City Council understands the valuable and important role that early learning programs and resources play in creating a sustainable community with a very high quality of life within the City of Clarkston; and

WHEREAS, the City Council established the Clarkston Early Learning Task Force at their September 3, 2019 Meeting; and

WHEREAS, the considerable response of interested candidates indicates the need to increase the number of appointed membership positions; and

WHEREAS, the City Council is similarly desirous to confirm the mission and the membership criteria of the Clarkston Early Learning Task Force;

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Clarkston that the following shall apply to the Clarkston Early Learning Task Force.

1. The mission shall be to research, discuss, and create practical, innovative, and equitable practices, policies, and programs designed to further enhance early learning activities.
2. The Clarkston Early Learning Task Force (CELTF) shall collaborate with policy makers, families, caregivers, and other partners to take a holistic view at the needs and aspirations of families with young children; review local, state, and national early learning strategies; and develop short and long term recommendations.
3. The CELTF shall consist of no more than twenty (21) total members, comprising: two (2) Council members who shall be appointed by a majority vote of the City Council; one (1) member of City management; six (6) Clarkston residents with (2) two appointed by the Mayor, and four (4) appointed by a majority vote of the City Council; and twelve (12) community members currently employed in education (preferably early learning) or a not-for-profit/community organization providing early learning services.

4. All member appointments will be for one (1) year as the duration for the Task Force will similarly be for one (1) year.
5. The Mayor and City Council shall appoint Members from the attached application list.

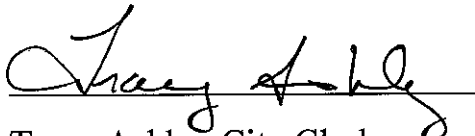
SO RESOLVED, this 3rd day of March, 2020

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA



Ted Terry, Mayor

ATTEST:



Tracy Ashby, City Clerk

Clarkston Early Learning Task Force

Clarkston Residents

Ashli Owen-Smith	Home Owner	GSU Professor, Public Health, parent
Jeanne Reneaux	Home Owner	Teacher, school system; Storyteller
Sean D'aigle	Apartment	Museum, science
Maggie Deaton	Home Owner	Rollins Center for Language & Literacy
Mon Sunar	Apartment	Parent, Parents as Teachers (Bhutan)
Hawa Mohamed	Apartment	Parent, community leader, CDA (Sudan)

Experts

Maryum Gibson	Scottdale Early Learning/READY Schools, Executive Director
Alexandra Cesar	Giselle Academy, Executive Director
Beena Dahal	Parents as Teachers home visitor, previous Clarkston resident
Hira Chhetri	Parents as Teachers home visitor, previous Clarkston resident
Linda Travers	ECE Georgia Piedmont Technical College Professor, Coach
Ana Sousa	Director, Refugee Village Corp (English Oaks); ESOL teacher
Jennifer Green	Director, Refugee Family Literacy Program
Janette Miles	Early Learning Professional, CDA Instructor
Gwendolyn Morgan	Trainer, past director, Clarkston First Baptist Learning Academy
Nassra Mireh	Director, Refugee Family Services, parent
Desta Eyelachew,	Family advocate, CDI Head Start, Clarkston center (on Church St)

Other

Roberta Malavenda	CDF Action, Chair/Facilitator
Robin Gomez	Clarkston City Manager
Council Members	Jamie Carroll Awet Eyasu

Early Learning Task Force

Liaison: Jamie Carroll and Awet Eyasu

Members: Mayor Beverly H. Burks

Youth Advisory Council

Liaison: Awet Eyasu and Yterenickia Bell

Members:

Senior Resident Advisory Committee

Liaison: Debra Johnson and Susan Hood

Members:

Police Community Task Force

Liaison: Debra Johnson

Members:

Preventive Health Task Force - (*To be dissolved*)

Liaison: Mark Perkins and Debra Johnson

Members:

Public Art Advisory Committee

Liaison: Yterenickia Bell and Mark Perkins

Members:

CITY OF CLARKSTON

ITEM NO: 8D

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
City Council Meeting

BUSINESS AGENDA ITEM

ACTION TYPE:
Approval

MEETING DATE: March 5, 2024

SUBJECT: To consider the adoption of an Ordinance by the City of Clarkston to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City. **(First of two adoptions considered to be effective)**

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

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

PURPOSE: To consider the adoption of an Ordinance by the City of Clarkston to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City. **(First of two adoptions considered to be effective)**

NEED/ IMPACT:

Currently, the city manager has zero contracting authority. Our City Charter says that the Council approves and the Mayor signs contracts. There is nothing in the Charter about the city manager approving contracts. We will need to amend the Charter to change this, and we can only amend the Charter by adopting an ordinance to do so at two consecutive regular meetings.

A related but separate issue is that City Code Section 2-5 currently requires all contracts or purchases for goods or services costing greater than \$5,000 to go through a public bid procurement process. This is an unduly restrictive requirement and we are unaware that this ordinance has not always been followed. Where the City Council approves a contract, that approval can be considered as a waiver of this procurement requirement, but that would not work for a city manager approved contract as long as Code Section 2-5 remains as-is.

If the desire is to make the City more flexible and timely in meeting its needs, Code Section 2-5 will need to be replaced with a new procurement policy. This is an important policy that the City should not rush through.

The proposed ordinance would amend the City Charter to allow the city manager to enter into contracts on the City's behalf so that we can get that process started. However, this cannot be finally adopted prior to the April regular meeting. We can aim to have the new procurement policy ordinance ready for that same meeting, but we are not certain that will be enough time.

RECOMMENDATION:

Recommend approval of an Ordinance by the City of Clarkston to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

Sec. 2-5. Competitive bidding.

- (a) Whenever the city deems it necessary to acquire goods and services which will involve an expenditure in excess of five thousand dollars (\$5,000.00), sealed bids shall be solicited by advertisement in a newspaper of county-wide circulation at least once and at least ten (10) days prior to the date affixed for the opening of bids and awarding of contracts. Other methods of advertisement may be used if in the city council's opinion, such efforts are more advantageous for the particular items to be purchased. If it appears that the use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by competitive sealed proposals subject to the following conditions:
 - (1) The proposals shall be solicited through a request for proposals;
 - (2) Adequate public notice of the request for proposals shall be given in the same manner as provided for competitive sealed bidding;
 - (3) The proposals shall be opened in the same manner as competitive sealed bids and a register of those proposals shall be prepared and made available to the public;
 - (4) The request for proposals shall state the relative importance of price and other evaluation factors;
 - (5) The award shall be made to the responsible offeror whose proposals are determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for those proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.
- (b) Except as otherwise provided, all contracts for the purchase of supplies, materials or equipment made under this section shall, whenever possible, be based upon competitive bids and shall be awarded to the lowest responsible bidder, taking into consideration the quality of the articles to be supplied in conformity with the standard specifications which have been established and prescribed, the purposes for which the articles are required, any discounts allowed, transportation charges, and the date or dates of delivery as specified in the bid. All advertisements for the bids shall indicate the time and the place where the bids will be received, articles for which the bids shall be submitted and any standard specifications prescribed for those articles, the amount or number of the articles desired, and the amount, if any, of bonds or certified checks to accompany the bids. Under any and all circumstances, any and all bids, so received may be rejected by the city.
- (c) If the bids received pursuant to a request for proposals or a request for sealed bids are determined by the city to be noncompetitive, or there are time or other circumstances which will not permit a delay required to re-solicit competitive bids, a contract may be negotiated provided that each responsible bidder who submitted a bid under the original solicitation is notified of the determination and given a reasonable opportunity to negotiate.
- (d) The city shall retain every bid conforming to the terms of the advertisement and shall notify to the public in any manner the city deems appropriate the award of the contract with the name of the successful bidder indicated thereon. Such records shall be kept for public inspection upon request.
- (e) Each sealed bid shall be signed by the party making that bid and the following oath attached thereto:

I certify that this bid is made without prior understanding, agreement, or connection with any other corporation, firm, or person submitting the bid for the same materials, supplies, or equipment and is in all respects fair and without collusion and fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.
- (f) All construction or public works contracts exceeding a total expenditure of one thousand dollars (\$1,000.00) shall be conducted and negotiated in accordance with this section.

-
- (g) If the needed supplies, materials or equipment can be reasonably expected to be acquired for less than five thousand dollars (\$5,000.00), the purchase may be effectuated without competitive bidding. The city council, by unanimous vote at any time, may agree to suspend the requirements of this section in whole or in any part whenever the city council determines that it is in the best interest of the city that a competitive bidding or bid proposal system not be used.

(Ord. No. 165, 3-5-91)

Editor's note(s)—Ord. No. 165, adopted Mar. 5, 1991, did not specifically amend the Code; therefore, inclusion as § 2-5 was at the discretion of the editor.

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND THE CITY CHARTER TO AUTHORIZE THE CITY MANAGER TO PURCHASE CERTAIN GOODS AND SERVICES AND TO ENTER INTO CERTAIN CONTRACTS ON BEHALF OF THE CITY.

WHEREAS, the City Council hereby finds that it would benefit the efficiency and effectiveness of city operations to empower the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City; and

WHEREAS, the City Council will establish by ordinance appropriate guidelines, limits and procedural controls to govern the city manager's spending and contracting authority authorized by this Charter amendment; and

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

WHEREAS, the City has complied with the notice requirements of O.C.G.A. § 36-35-3(b)(1).

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

SECTION 1. City Charter Section 3.02 is hereby amended to re-designate existing subsection 3.02(d)(10) as new subsection 3.02(d)(11) and to adopt new subsection 3.02(d)(10), which shall read as follows:

“(10) Purchase goods and services, and enter into contracts on behalf of the City, pursuant to the authority delegated and limitations imposed by ordinance duly adopted by the City Council.”

SECTION 2. This Ordinance shall become effective immediately upon its final adoption by the City Council at the second of two consecutive regular meetings.

SO ORDAINED, this ____ day of _____, 2024.

SO ORDAINED, this ____ day of _____, 2024.

ATTEST:

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

City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen G. Quinn, City Attorney