



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:

Debra Johnson-Vice Mayor

Awet Eyasu

Yterenickia Bell

Susan Hood

Jamie Carroll

Mark Perkins

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, January 30, 2024 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

Any member of the public may address questions or comments to the City Council referencing only agenda items after the Mayor and Council have had the opportunity to discuss the agenda item. Each attendee will be allowed 3 minutes for comments.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

5. OLD BUSINESS

A. To discuss the Brockett Triangle Pocket Park recommendations from the Transportation and Environment Committee.

6. NEW BUSINESS

A. To discuss a resolution awarding the bid for Grant Solicitation Services to CHA Consulting, Inc. and authorize 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 discuss a resolution awarding the bid for Sanitation Services to Waste Pro of Ga, Inc. and authorize the Mayor to execute the contract in the amount of \$347,363 per year to be funded out of the Sanitation Fund.

C. To discuss increasing the FY 2024 Sanitation Assessment Fee to cover residential garbage and recycling services.

D. To discuss a resolution authorizing a temporary month-to-month extension to the Waste Management contract.

E. To discuss the responsive bids for the City Manager Executive Search Firm Request for Proposal.

F. To discuss 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.

G. To discuss a resolution authorizing the renewal of the City Services Agreement with the Clarkston Community Center.

H. To discuss an ordinance amending Chapter 22, Article II of the City Code Regarding Stream Buffer Protection to Clarify the Purpose and Intent of Such Article.

I. To discuss 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.

J. To discuss appointing City Councilmembers to Standing Advisory Committees and other city committees.



7. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, January 30, 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_tRn8EmVhS4a9mx0UWrtdIA

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

CITY OF CLARKSTON

ITEM NO: 5A

WORK SESSION / CITY COUNCIL MEETING

HEARING TYPE:
Work session

BUSINESS AGENDA ITEM

ACTION TYPE:
Review/Discussion

MEETING DATE: January 30, 2024

SUBJECT: Review/discuss the Brockett Triangle Pocket Park recommendations from the Transportation and Environment Committee.

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Awet Eyasu
City Council
PHONE NUMBER: 404-296-6489

PURPOSE: Review/discuss the Brockett Triangle Pocket Park recommendations from the Transportation and Environment Committee.

NEED/ IMPACT: The Transportation and Environment Committee met on December 20, 2023, and on January 18, 2024 to discuss and come up with recommendations for plans for the Brocket Triangle Pocket Park.

RECOMMENDATION:
N/A

Here are our recommendations on the Brockett Triangle Park:

- Passive Park

-Incorporate Functional Art

- consider and evaluate to reduce /relocate all high maintenance plants

- install new benches for both adult and kids as much as space allows it and trees for shade

- Consider reduction of the muhly grass before spring in February.

= Consider incorporating educational use of the Park / Master gardening etc on site and during City events

-Naming the park by the engaging the community / post name on entrance

-Adding plant botanical markers

-Consider having businesses sponsorship opportunities

-Consider possibility of park access from Ponce bus stop and evaluate adding a crosswalk for safety

-Inquire of pedestrian access from the dead end cul de sac to Brockett road.

-Inquire on the ADA compliance for the Park

-Identify ongoing and future maintenance contractor

CITY OF CLARKSTON

ITEM NO: 6A

CITY COUNCIL WORK SESSION

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Council Work Session

MEETING DATE: January 30, 2024

ACTION TYPE:
Discussion

SUBJECT: Discuss the award of the External Grant Writing and Support Services RFP to CHA Consulting, Inc. in the amount of \$50,000 annually to be funded out of the American Rescue Plan Act (ARPA).

DEPARTMENT: City Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Tammi Saddler Jones
PHONE NUMBER: 404-296-6489

PURPOSE: Discuss the award of the External Grant Writing and Support Services RFP to CHA Consulting, Inc. in the amount of \$50,000 annually to be funded out of the American Rescue Plan Act (ARPA).

NEED/ IMPACT:

Through the issuance of a Request for Proposal (RFP), the City of Clarkston solicited bids from qualified Proposers that can provide external grant writing & support services in the development of large scale federal, state and foundation grants and grants consultation that allows the City to leverage resources for expanded services and greater community impact.

The consultant will be responsible for researching and identifying grant opportunities in the public and private sector. The consultant should complete an analysis of City assets and identify potential grant opportunities. The following general areas of funding needs are needed but no limited to these areas: Technology, Water Improvements, Workforce Development, Building/Code Enforcement, Parks & Recreation & the Arts, Plan-Making and Implementation, Police and Fire Protection Services, Community/Economic Development, Infrastructure Development/Maintenance, Transportation, Streetscape, and Bike/Pedestrian Improvements.

We received a total of 8 grant proposals. Each proposal received was evaluated based on the information submitted and on information gathered upon investigation into the proposer's integrity, reputation, and past performance. All proposals were rated based upon the following additional criteria: availability, references, experience and qualifications, completeness and quality of proposal, and proposed scope of services, including schedule and fee proposal. Based upon the evaluation of the proposal from CHA Consulting, they received a score of 96.5 out of a possible 100 points.

RECOMMENDATIONS:

Staff recommends approval of the award of the External Grant Writing and Support Services RFP to CHA Consulting, Inc. in the amount of \$50,000 annually which is the most responsive and responsible bidder to be funded out of the American Rescue Plan Act (ARPA). CHA Consulting's annual proposal amount is slightly above our allocated amount of \$45,000 within the FY 2024 ARPA budget.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDED THE BID FOR GRANT SOLICITATION SERVICES TO CHA CONSULTING, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

* * * * *

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

Section 1. That the City Council award the bid for grant solicitation services to CHA Consulting, Inc. to provide professional services over a 12-month period for identified grants and authorize the Mayor to execute the contract in the amount of \$50,000 annually to be funded out of the American Rescue Plan Act (APPA). A copy of said contract is attached to this resolution as "Exhibit A" and is 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



Dan Defnall, City of Clarkston Finance Director
1055 Rowland Street
Clarkston, GA 30021
ddefnall@cityofclarkston.com

Subject: Proposal: – City of Clarkston, GA | CHA Proposal#: X86657

Dear Mr. Defnall:

CHA Consulting, Inc. (CHA) is pleased to provide this proposal to assist the **City of Clarkston, GA** with the development of grants for Fiscal Year (FY) 2024. The overarching objective of this project will be to secure the maximum amount of funding to align with Clarkston's identified needs.

This proposal highlights a proposed scope of services, approach, assumptions, anticipated schedule, costs, terms and conditions to prepare successful grant applications. More specifically, our scope of work, schedule, and proposed project budget are presented in Exhibits A, B, and C respectively. All work will be completed on a lump sum basis in accordance with our attached Terms and Conditions.

Thank you for considering CHA for your environmental and engineering needs. Should you have any questions, please do not hesitate to contact the undersigned at **404-754-0567**. If the terms of this proposal are acceptable, please sign the signature line of the terms and conditions on page 9 and return this contract to the undersigned.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Anna Ingwersen', is written over a light blue horizontal line.

Anna Ingwersen
Environmental Project Manager III

Attachments

Exhibit A – Scope of Work
Exhibit B – Schedule
Exhibit C – Project Budget
Terms and Conditions

Exhibit A

SCOPE OF WORK

We understand that the City of Clarkston is interested in applying for grants for FY 2024 as part of ongoing community development.

Due to the potential complexities associated with the City's needs and grant individual grant requirements, we anticipate it will take significant effort over the next few months to obtain and process the information necessary to prepare compelling grant applications. Therefore, we recommend starting the process as soon as possible and establishing a series of meetings to initiate the data gathering, research, and stakeholder engagement activities, if needed.

CHA will assist with all facets of preparing your grant applications, including:

- Working closely with the City to identify and prepare **grant applications**, with a plan to submit as soon as possible.
- Working closely with City staff to obtain and process relevant background documents and conduct the research necessary to prepare all sections of the grant applications;
- Preparing draft grant applications for the City's review at least two weeks prior to the submittal deadlines;
- Addressing City comments on the draft narratives and providing final grants for final review at least one week prior to the submittal deadlines;
- Assembling the final grant applications package for the City's submittal via grants.gov and other submittal websites;
- Other activities identified by CHA and the City that will increase the likelihood of a successful applications.

CHA will coordinate the preparation of the City's grant applications. Senior staff provide expert level reviews and help ensure that grant applications align with evolving standards. Further, we will ensure that each section of the application meets funding requirements and addresses reviewers' key points of concern, helping craft complete and compelling applications. We will link anticipated project benefits to existing community initiatives and planning processes, quantifying these results wherever possible, and relating projected outcomes to the economic, environmental impact, environmental justice, and other issues discussed throughout the application.

We will tell the unique story of your people, land, and the tremendous opportunities that the target areas and priority brownfields represent for the City and its partners. This project is an opportunity for the City and its partners to leverage CHA's expertise to secure the maximum amount of **grant funding during the FY2024** grant competition and initiate strategies to position the City for supplemental funding opportunities over the next several years.

Assumptions

Although CHA will take the lead on most of the grant application activities, the nature of the project requires a strong partnership between the City and CHA in working together to deliver a winning application. Therefore, we request the following support from City staff:

- Attend kick-off meeting and regular calls, as necessary, to assist in identifying background documents and developing content for the grant narratives.
- Provide timely responses to questions, reviews, and requested feedback throughout both grant application process.
- Submit the final application packages.

Exhibit B

SCHEDULE

We have a team of staff prepared to begin working on identifying grants and beginning grant applications immediately upon receiving a notice to proceed. The table below identifies a schedule for the preparation process for the grants. Immediately following the notice to proceed, CHA will schedule a kick-off meeting in order to streamline the City's involvement and communication plan. We will collaborate to adjust this schedule to be responsive to the City's needs and staff schedules.

Tasks	Start Date and Anticipated Completion Date
Task 1: Grant application identification kick-off	CHA and City staff will identify grant opportunities that align with the City's needs. We anticipate identifying and writing seven grants over a 12-month period, with the option of fewer grants that require more hours to complete, with the City's agreement. Clarkston would provide CHA with the required information related to priority needs in order to complete the identified grant applications. In order to identify priority grants, CHA plans to conduct a kick-off meeting in person to discuss the requirements of grant applications that address identified needs. After the kick-off meeting, CHA will provide the first draft grant application for review within 90 days, with the remaining number of agreed upon grants to be completed within the 12-month period of the contract.
Task 2. Grant application kick-off	In order to streamline the application kick-off process and reduce future requests for information, we will provide a list of questions and data requests for the City once grants have been identified. We will also schedule check-in calls with the City during the 12-month contract period.
<i>Task 2a. Write grant applications and submit drafts.</i>	We will start preparing the grant applications immediately following the grant application kick-off meeting. Our team will work on grants concurrently and continuously until providing a substantially complete draft to the City at least two weeks prior to submittal deadlines.
<i>Task 2b. Revise grant applications per comments from the client.</i>	Immediately following receipt of comments from the City, we will begin addressing them. A final version of the applications will be provided for final review one week prior to submission.
<i>Task 2c. Submission of grant applications to the client.</i>	We will provide the narrative application packages to the City for submittal via the Grants.gov and other submittal websites.

Exhibit C

FEE

CHA will perform the Scope of Work over a 12-month period for identified grants for a lump sum fee of \$50,000, be paid in four installments of \$12,500 each. Invoices will be issued on a quarterly basis. The lump sum fee covers all expenses associated with the Scope of Work.

CHA
SHORT FORM AGREEMENT

THIS AGREEMENT is made this 23 day of January, 2023 by and between CHA Consulting, Inc. (hereinafter “CHA”) and The City of Clarkston (hereinafter “Client”). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services”) attached and incorporated by reference.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client’s requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA’s work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA’s performance of the Services.

4. Compensation

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client’s notice to CHA. Client’s failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

6. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA’s property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise affect CHA’s reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA shall grant to the Client a nonexclusive license to use said instruments of service, and shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client’s use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of

Services or any other project or purpose for which they were not prepared, without CHA's express written consent. If this Agreement shall be terminated prior to completion of CHA's Services, the Client shall pay a licensing fee to CHA for the Client's continued use of CHA's drawings, plans or other documents for purposes of the Project. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

7. Relationship of Parties

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

8. Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

9. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.

10. Insurance

CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim.

11. Indemnification

CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client subject to any limitations of liability contained in this Agreement.

12. Limitation on Liability

The total liability of CHA and its officers, directors, shareholders, partners, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall

not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

13. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement

14. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

15. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non- payment of CHA's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

16. Other Agreements

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

CHA

CLIENT

By: Sandra Warner
Name: Sandra Warner
Southeast Team Environmental Team
Title: Leader
Date: 23 January 2024

By: _____
Name: Beverly H. Burks
Title: Mayor
Date: _____

Rev.
03/2017

Approved as to form:

Stephen G. Quinn
Stephen G. Quinn
City Attorney

CITY OF CLARKSTON

ITEM NO: 6B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work session

BUSINESS AGENDA ITEM

ACTION TYPE:
Review/Discussion

MEETING DATE: January 30, 2024

SUBJECT: Review/Discuss RFP for Sanitation Services and proposed contract with Waste Pro of GA INC

DEPARTMENT: PUBLIC WORKS

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Rodney Beck
Public Works Director
PHONE NUMBER: 404-886-0068

PURPOSE: Approve new contract with Waste Pro of GA INC for sanitation and recycling services.

NEED/ IMPACT: The City issued a RFP for Sanitation Services. Three bids were received from Waste Management, Arrow Waste and Waste Pro. Arrow Wast was disqualified with no response to Questions or Addendum and only 2 references. Waste Management was also disqualified with no response to questions or addendum and no quote for all options proposed.

Staff recommends Waste Pro for providing household garbage collection with 96-gallon roll-carts with City Logo hot stamped at 18.57 per household and recycling 18-gallon bins at 7.65 per household for a total cost per household of 26.22 per month. Total estimated cost for 1104 households of \$28,946.88 per month or \$347,363 per year.

RECOMMENDATION:

Approve contract with Waste Pro for sanitation and recycling services estimated to begin by March or April 2024.



“SANITATION SERVICES”

BIDS DUE: October 24, 2023

BID OPENING: October 24, 4:00 PM

Rd

BIDDER NAME	EXECUTIVE SUMMARY & COMPANY BACKGROUND	BID BOND	CLIENT REFERENCES	EQUIPMENT & APPROACH	Addendum acknowledgment 1 addendum and Response to Questions dated 10/19	ALTERNATE PROPOSALS	Non-Collusion Affidavit	E-verify	EXECUTION OF PROPOSAL	Bid Amount (see summary below)
Arrow Waste	Y	Y	2 references only	Y	No Response to Questions or Addendum DISQUALIFIED	N	Y	Y	Y	See Below
Waste Management	Y	Y	Y	Y	DISQUALIFIED (did not provide a quote for each option)	N	Y	Y	Y	See Below
Waste Pro	Y	Y	Y	Y	Y	N	Y	Y	Y	See Below

NOTE: Low Bidder will not be determined at public bid opening. Staff will assess bid submittals and submitted documentation and inform bidders of final results.

SANITATION SERVICES Option #1 (Weekly garbage, bi-weekly recycling)					SANITATION SERVICES Option #2 (Weekly services for Garbage and Recycling, Bi-weekly service for Yard)			SANITATION SERVICES Option #3 (Weekly Service for Garbage, Bi-Weekly Service for Recycling and Yard Waste and Monthly Service for Bulk Collection)		
		BIDDER NAME			BIDDER NAME			BIDDER NAME		
		ARROW WASTE	WASTE MANAGEMENT	WASTE PRO	ARROW WASTE	WASTE MANAGEMENT	WASTE PRO	ARROW WASTE	WASTE MANAGEMENT	WASTE PRO
(a) Rate Per Month Per Home Curbside Garbage Collection		17.98	15.77	17.99	17.98	15.77	17.99	17.98	15.77	17.99
(b) Rate per month, per home, for curbside recycling collection	(b.1) – 64 gal	No Bid	4.76 •	7.88	No Bid	4.76 •	12.54	No Bid	4.76 •	7.88
	(b.2) – 96 gal	1.92	4.76 •	7.88	3.42	4.76 •	12.54	1.92	4.76 •	7.88
	ALTERNATE	NA	NA	NA	NA		7.65	NA	NA	NA
(c) Rate Per Month Per Home for Curbside Yard Waste Collection					1.77	No Bid	5.71	1.77	No Bid	5.71
(d) Rate Per Month Per Home for Curbside Bulk Collection					4.03	No Bid	2.65	4.03	No Bid	2.65
Lump Sum Monthly Rate (a) + (b.1)		No Bid	20.53	25.87	No Bid	20.53	30.53	No Bid	20.53	
Lump Sum Monthly Rate (a) + (b.2)		19.90	20.53	25.87	21.4	20.53	30.53	19.90	20.53	
Lump Sum Total Combined Monthly Rate (a) + (b.1) + (c) + (d)					No Bid	No Bid	38.89	No Bid	No Bid	34.23
Lump Sum Total Combined Monthly Rate (a) + (b.2) + (c) + (d)					27.20	No Bid	38.89	25.70	No Bid	34.23

- Excludes recycling process costs at Gwinnett Facility

DISQUALIFIED – Vendor did not respond to the bid requirements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDED THE BID FOR SANITATION SERVICES TO WASTE PRO OF GA, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

* * * * *

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

Section 1. That the City Council award the bid for sanitation services to Waste Pro of Ga, Inc. to provide waste collection and disposal services for a period of two (2) years and authorize the Mayor to execute the contract in the amount of \$347,363 per year to be funded out of the Sanitation Fund. The term shall automatically renew each year for three (3) additional years unless the City or the contractor provides the other party with written notice at least thirty (90) days prior to the termination of the term or renewal term. A copy of said contract is attached to this resolution as "Exhibit A" and is 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

CONTRACT FOR SOLID WASTE COLLECTION SERVICES

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the ____ day of _____, 2024, by and between the City of CLARKSTON, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as "City," and **Waste Pro of Ga Inc**, or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, and rubbish generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of residential solid waste is a valid function of City; and

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Residential Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential Premises in the incorporated area of the City shall receive solid waste collection, recycling, and disposal services provided by Contractor, and

WHEREAS, City agrees to pay for residential services.

THEREFORE, City and Contractor agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

1.1 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.

1.2 Bulk Items: Those items of furniture, such as sofas, chairs, tables,

carpets and other large items, which cannot reasonably be placed in a 95-gallon rollout cart.

1.3 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by animals.

1.4 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

1.5 City: City of Clarkston, Georgia.

1.6 Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and it's duly authorized representative.

1.7 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.8 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.9 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

1.10 Residential Premises: A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.11 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, Storm Debris or other unacceptable materials.

1.12 Rubbish: Non-putrescible solid waste consisting of paper, rags,

cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.13 Storm Debris: Volumes of yard waste/debris generated by severe weather and storms such as hurricanes, tornados, ice storms, severe lightning & wind storms, etc.

1.14 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.

1.15 Yard Trash: Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential Premises.

Section 2.0 – Scope of Work

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential Solid Waste and Recycling generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

Section 3.0 – Collection

3.1 Service Provided:

A. Contractor shall collect Residential Solid Waste from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in a 96 Gallon Cart owned by Contractor and Resident shall place the Cart at Curbside by 6:00 AM on the designated collection day. Contractor shall collect only material that fits within the cart. Customers who routinely generate excess garbage outside the cart will be required to pay for an additional cart.

3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to every Residential Premise for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Residential and Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the

cost of repair or replacement of Equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the Equipment. Occupants of Residential Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide side door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving side door pick-up exceed two percent (2%) of the total Residential Premises. Contractor shall provide side door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side door service be provided at a distance of more than 50 feet from the public roadway. In the event where side door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste **in bags**, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

3.4 Location of Containers for Collection

The majority of Roll-Out Containers shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

Section 4.0 – Routes and Hours of Collection Operation

4.1 Hours of Operation

Collection of Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection

The Contractor shall establish collection routes. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
Labor Day	

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected by close of business on the next business day after the complaint is received.

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office

The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days.

4.7 Access

The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts Residential Solid Waste at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant. Contractor shall be notified in a timely manner when a City road, right of way, or bridge is out of service due to a planned or unplanned repair.

Section 5.0 – Compensation

5.1 Contractor shall be paid by the City for solid waste collection and disposal services provided hereunder by the appropriate rates of compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial first year term of this Agreement. Contractor shall be paid within 30 days of receipt of invoice.

5.2 Rates for subsequent years shall be adjusted in accordance with Section

5.3 below.

5.3 Rate Adjustments Due to Significant Changes

The rates set forth in Exhibit "A" shall be fixed for the initial first year of this Agreement. After the first year, rates shall be adjusted to compensate Contractor for:

A. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees.

B. Extraordinary fuel rate increases

C. Annual Changes in Collection Price: Compensation payable to Contractor for all services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the Consumer Price Index (CPI) for All Urban Consumers: Water, Sewer and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Annually, on the anniversary date of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined above for the last calendar year. Adjustment will be based upon 12-month average (month)over (month) of the current year to the previous year.

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

5.4 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) that result solely from the Contractor's discontinuing service

at any location at the direction of the City.

Section 6.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

Section 7.0 - Indemnity

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees; provided, however, that the City will indemnify, hold harmless and defend the Contractor, its parent corporation and their respective officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising solely out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

Section 8.0 – Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado, storm or pandemic), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 9.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity.

Section 10.0 - Term

The term of this Agreement shall begin on _____, _____, 2024 and continue for a period of two (2) years. Thereafter, the term shall automatically renew each year for three (3) additional years unless the City or the Contractor provides the other party with written notice at least thirty (90) days prior to the termination of the term or renewal term.

Section 11.0 - Reports

Contractor shall provide various reports to the City as may be required from time to time.

City shall provide accurate house count updates to the contractor on a monthly basis.

Section 12.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum \$100,000/accident
Employer's Liability \$1,000,000
Bodily Injury Liability \$1,000,000 each occurrence
Except Automobile \$1,000,000 aggregate
Property Damage Liability \$1,000,000 each occurrence
Except Automobile \$1,000,000 each occurrence
Automobile Bodily Injury \$1,000,000 each person
Liability \$1,000,000 each occurrence
Automobile Property Damage Liability \$1,000,000 each occurrence
Excess Umbrella Liability \$2,000,000 each occurrence

Section 13.0 – Bond

13.1 Performance Bond

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract.

The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

13.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 14.0 – City Streets, Roads and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way, bridges, curbs or other structures caused by or arising out of Contractor's provision of services except normal wear and tear. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 15.0 – Compliance with Law

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and

statutes of the local, state and federal governments provided, however that the Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

Section 16.0 Assignment

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 17.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential collection and disposal service to all Residential Premises in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

Section 18.0 - Ownership

Title to the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

Section 19.0 – Termination and Attorney Fees

In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

A. Provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.

B. Extend the time to allow Contractor to cure the breach.

C. Impose sanctions or other remedies without terminating the Contract.

Section 20.0 – Miscellaneous Provisions

20.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

20.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

20.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

20.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

20.5 City's Authority

The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

EXECUTED this _____ day of _____, 20____.

CITY OF Clarkston

CITY OF CLARKSTON, GA

By: _____

Name: _____

Title: _____

Date: _____

WASTE PRO OF GA, INC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

1. Monthly rate for one time per week residential garbage service using Contractor-owned 96 gallon roll-carts. Contractor shall collect only material that fits within the cart.
 - Option 1: Waste Pro carts w/City logo sticker **\$17.99 per/mo/unit.**
 - Option 2: Carts with City logo hot stamp **\$18.57 per/mo/unit.**
2. Monthly rate for one time per week recycle collection service using Contractor-owned 18 gallon bins: **\$7.65 per/mo/unit.**
3. Contractor will provide weekly Services to certain City facilities at no charge. Additional locations and service can be added upon mutual agreement by both parties at an agreed rate.
 - **3.14.1 City Hall Annex = One 96 Gallon Cart**
 - **3.14.2 Milam Park Pool = One 96 Gallon Cart**
 - **3.14.3 Women's Club = One 96 Gallon Cart**
 - **3.14.4 Public Works Facility = Two 8-Yard Dumpsters**
 - **3.14.4 City Hall Police Station = One 96 Gallon Cart**



CITY OF CLARKSTON

ITEM NO: 6C

CITY COUNCIL WORK SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: JANUARY 30, 2024

SUBJECT: Discuss Increasing FY2024 Sanitation Assessment fee to cover cost of residential garbage and recycling services.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 1

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

PURPOSE: To discuss increasing the FY2024 Sanitation Assessment Fee to be added to Property Tax Bills in 2024 to cover the cost of residential garbage collection and recycling services. The City will need to report the 2024 Assessment Rate to Dekalb County in April 2024.

NEED/ IMPACT: The City increased the Sanitation Fee last in 2018 from \$185.40 to \$213.21 and the fee has not changed in the last six years. Back in 2020, Waste Management discontinued providing recycling services to the City due to contamination issues, therefore the City did not incur any costs for recycling and the Sanitation Fund Balance increased by \$75,274. In FY2021, the City hired a new recycling vendor Latham Home Sanitation Co. and began recycling services again. The net change in fund balance for FY2021 was \$874 and in FY2022 was a decrease of \$1,481.

In 2023, the cost of residential garbage collection fees increased by 37% due to increased labor and equipment costs across the industry post pandemic. The city did not increase the sanitation assessment fee because we had a significant fund balance increase in FY2020 when we did not expend funds on recycling services to our residents and the Assessment Rate remained the same. If we had considered an increase in the Assessment Rate in FY2023, we would have needed to increase the rate to \$260.61 in order to break even for the year. At the end of FY2023 the fund balance decreased by \$55,391 to \$135,404 or 47.1% of estimated expenditures for FY2024.

The attached history of Sanitation Fees shows that we need to increase our FY2024 Sanitation Assessment to be added on property tax bills in 2024 to \$317.00 and overall increase of 48.7%.

RECOMMENDATION: Staff recommends increasing the FY2024 Sanitation Fee to \$317.00 per service address.

City of Clarkston						
Sanitation Assessments and Collections						
	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected
# of Service Addresses			1024	1074	1104	1104
						48.7% Rate increase
Sanitation Fees Assessments	217,474	217,901	218,114	229,201	235,384	349,968
Beginning Fund Balance	98,599	116,127	191,402	192,276	190,795	135,404
Net Revenues Collected	216,712	217,353	219,938	228,340	232,326	349,968
Sanitation Service Expendiures	199,184	142,079	219,064	229,821	287,718	347,363
Percentage Increase in Expenditures		-28.7%	54.2%	4.9%	25.2%	20.7%
Explanation for Change in Expenditures		Ceased Recycling Services 2022	Restarted Recycling with Latham at a higher cost	Waste Management CPI Increase of 3.7% and an increase in Service Addresses primarily from Glendale Rows	Waste Management Rate Increase of 37% from \$11.49 to \$15.77 per service address	Proposed Rates from Waste Pro
Net Increase/(Decrease) in Fund Balance	17,528	75,274	874	(1,481)	(55,391)	2,605
Ending Fund Balance	116,127	191,402	192,276	190,795	135,404	138,009
Fund Balance as a Percentage of Expenditures - The Goal should be minimum 66.7% to provide ongoing cash flow since 90% of Revenues come in Sept-Dec of each year from Dekalb County property tax bill payments						
	58.3%	134.7%	87.8%	83.0%	47.1%	39.7%
Sanitation Assessments to Residents		Annual Rate	Annual Increase Amount Over Current Rate			
Current Annual Assessment Rate in Place since 2018-no increase in 6 years since		213.21				
Current Dekalb County Rate		265.00				
Assessment Rate Needed to Breakeven in 2023		260.61	22.2%	Assessment Rate that would have been needed in 2023 to Breakeven		
Assessment Rate Proposed for 2024 to be added to Dekalb County Tax Bill		317.00	48.7%	% Increase over current \$213.21 rate		
			21.6%	% increase over 2023 Breakeven rate		

CITY OF CLARKSTON

ITEM NO: 6D

CITY WORK SESSION/COUNCIL MEETING

HEARING TYPE:
Work session

BUSINESS AGENDA ITEM

ACTION TYPE:
Review/Discussion

MEETING DATE: January 30, 2024

SUBJECT: Review/Discuss Temporary extension to the Waste Management contract to Month-to-Month contract.

DEPARTMENT: PUBLIC WORKS

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Rodney Beck
Public Works Director
PHONE NUMBER: 404-886-0068

PURPOSE: Request to temporarily extend Waste Management Sanitation Contract to a month-to-month basis until a new contract with Waste Pro can be finalized

NEED/ IMPACT: Our contract with Waste Management for solid waste garbage collection expired in December 2023. Waste Management has agreed to continue servicing the City of Clarkston on a month-to-month basis until the City can complete a new contract with Waste Pro and allow time for procurement of new waste bins. Waste Management has continued to provide service to the residents since January 1st until the new contract with Waste Pro can be finalized and implemented. Waste Management agreed to provide service for January 2024 at the current rate of \$15.77 per service address. However, their rate effective February 1st: will increase by \$1.05 per service address to \$16.82 per service address.

RECOMMENDATION:

Staff recommends approval to extend the Waste Management Sanitation contract on a month-to-month basis as we finalize a new contract with Waste Pro and allow time to procure new waste bins.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING A CONTRACT EXTENSION WITH WASTE MANAGEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION.

* * * * *

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

Section 1. That the City Council executes a contract extension with Waste Management to provide month-to-month residential solid waste collection services. A copy of said contract is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



December 19, 2023

Mr. Dan Defnall
Finance Director
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

Dear Dan,

Thank you for allowing Georgia Waste Systems, LLC dba WM to service the City of Clarkston residential solid waste for the last ten years. It has been brought to my attention that Georgia Waste Systems, LLC dba WM was not awarded the service agreement for RFP – Residential Curbside Solid Waste and Recyclable Collection Services for 2024.

To assist with your transition to another hauler Georgia Waste Systems dba WM will honor a month-to-month service agreement. Effective with the service provided January 1, 2024, through January 31, 2024, our invoice price per cart per home will remain the same for the first month. Beginning, February 1st the per cart rate will increase \$1.05 to \$16.82 per cart per home. We would like 30 days' notice prior to the end of the month-to-month agreement to schedule time to remove our carts.

With this revision, the current rates will increase as follows on February 1st:
Residential - \$15.77 to \$16.82 per cart per home

Of course, you can expect the same quality service you have come to expect from us.

Please let me know if you have any questions or need more information. We do appreciate our business with The City of Clarkston.

Thank you.

Sincerely,

Alan Owens

Alan Owens
Public Sector Representative



June 1, 2022

Ms. Shawanna Qawiy
Interim City Manager
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

Dear Shawanna:

Thanks for meeting with me and your team on May 23, 2022, to discuss renewing your WM service agreement for Residential Municipal Solid Waste (MSW) service.

Based on our conversation, you asked if WM could provide some non-RFP numbers to continue our partnership for one-time per week residential curbside trash service along with potential options for recycling and yard waste service. There are some locations we will have to discuss potential service changes based on the new equipment but below is our proposal.

2023 Proposed Rates

- Residential 1x per week MSW rate – **\$15.77 per cart**
- Residential EOW Recycling rate – not competitive w/ current hauler
- Residential EOW Yard Waste rate – no longer offering service w/ new equipment
- Residential Cart Replacement Request - **\$35 per cart**

Of course, you can expect the same quality service you have come to expect from us. We look forward to continued business together in the future.

Please let me know if you have any questions or need more information. We do appreciate our business with the City of Clarkston and look forward to a continued partnership.

Thank you.

Sincerely,

Alan Owens

Alan Owens
Public Sector Manager



CITY OF CLARKSTON

ITEM NO: 6E

CITY COUNCIL WORK SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: January 30, 2024

SUBJECT: To discuss the responsive bids for the City Manager Executive Search Firm Request for Proposal (RFP).

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO: Mayor Beverly Burks
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss the responsive bids for the City Manager Executive Search Firm Request for Proposal.

NEED/ IMPACT: The City of Clarkston issued a Request for Proposal (RFP), soliciting bids from qualified bidders for the purpose of experienced qualified Executive Search Firms for the recruitment of a City Manager. The firms were to provide a comprehensive recruitment and hiring services scope and will be charged with conducting a national search.

The City received a total of 8 responses from the following bidders: The Onin Group, ABD Talent, Primal Staffing, Robert Half, Slavin Management Group, WBCP, Inc., GovHR USA, and Sumter Consulting. Staff reviewed all responses submitted in reference to this RFP to determine the qualifications of each responsive bidder. Each proposal received will need to be evaluated by the City Council based on the following criteria: background, schedule, sample template, references, unsuccessful recruitment or candidate dismissal/resignation, professional fees and charges, and the budget proposal received in a separate sealed envelope.

A limited number of consulting firms may be invited to participate in interviews with the City Council in a meeting open to the public. At such a time, the Council will gather additional information to assist in their selection.

RECOMMENDATION: N/A



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUAL SERVICES

RFP – CITY MANAGER EXECUTIVE SEARCH SERVICES - 2311

The City of Clarkston is accepting sealed proposals from qualified vendors for **CITY MANAGER EXECUTIVE SEARCH SERVICES**. Proposals will be received no later than **WEDNESDAY, December 6, 2023, at 10:00 am EST** at the City of Clarkston City Clerk's Office, 1055 Rowland Street, Clarkston Georgia, 30021. Proposals received after the above date and time, or in any other location other than the City Clerk's Office will not be considered.

A bid packet may be obtained by clicking the related solicitation link on the City of Clarkston website www.clarkstonga.gov under the Bids / RFPs section.

Timeline

Q&A and Clarifications (email tmitchell@cityofclarkston.com) Ref: City Manager Executive Search Services	November 28, 2023	12:00 pm (EST) deadline
Addendum(s) published	December 1, 2023	4:00 pm (EST)
Open Sealed Bids	December 6, 2023	10:30 am (EST)

Any/all addenda must be signed and dated and made a part of the bid packet. It is always the vendor's responsibility to check the City of Clarkston's website for any/all addenda.

The City of Clarkston reserves the right to reject any or all bids based on past performance, waive technicalities and informalities, and re-advertise. All Minorities, Woman and Small Businesses are strongly encouraged to apply. Only responsive bids that are determined to meet the requirements and criteria set forth by the City of Clarkston will be considered. Applicants/Firms will not be discriminated against on the grounds of race, national origin, color, religion, sexual orientation, age, disability, or any other characteristic protected by state or federal law. All written proposals must be submitted no later than the due date indicated on the RFP.

PURPOSE and SCOPE OF SERVICES

PURPOSE

The City of Clarkston (“City”) seeks proposals for the provision of an experienced qualified Executive Search Firms for the recruitment of a City Manager, as set forth in this Request for Proposals (“RFP”).

The firms shall provide a comprehensive recruitment and hiring services scope and are charged with conducting a national search.

Services to include:

- A. Conducting a robust community engagement process with the city (i.e., Council, staff, citizens) to clarify expected qualifications, skills, experience, and leadership attributes the City is seeking in a City Manager.
- B. Preparation of a job announcement and recruitment materials.
- C. Conduct preliminary interviews with selected candidates.
- D. Coordinate any travel arrangements.
- E. Conduct actual recruitment including scheduling, reviewing, and checking qualifications and references of candidates.
- F. Conducting background checks.
- G. Assisting in all aspects of selection and hiring.

COMMUNITY INFORMATION

Clarkston Where Possibilities Grow

Originally established as a railway stop between Atlanta and Athens and the rest of the Eastern Seaboard, Clarkston was incorporated in 1882. The city evolved into one of Atlanta’s pioneer suburbs. Over the last 35 years, the city has welcomed refugees from more than 50 countries, including Ethiopia, Somalia, Eritrea, Vietnam, and Nepal. During the late 1990s, the city was identified by the United States Asylum Program for Refugees as an ideal destination for resettlement because of trends of relocations to the area, affordable housing, and transportation options.

Community Information

Clarkston is one of America's most diverse communities. Since 1994, the Clarkston Community Center has served as a gathering place for people of more than 50 nationalities to come together as one community. Everyone is welcome to celebrate Clarkston's diversity and strengths through education, recreation, and the arts. The nonprofit provides unique experiences along with valuable resources to new and longtime residents.

Community Characteristics

- Population of over 14,000.
- Just over 1.5 square mile.
- Located near Georgia Piedmont Technical College.
- Located near Georgia State University's Clarkston Campus.
- 75% of the population is under the age of 40.
- Over 80% of businesses are immigrant owned.
- Amenities:
 - Clarkston Community Center
 - Clarkston Friendship Forest
 - Forty Oaks Nature Preserve
 - Milam Park, Pool, & Tennis Courts
 - Dog Park

SCOPE OF SERVICES

The successful consulting firm will be expected to accomplish the following:

- A. Work with the City Council to develop a candidate profile that meets the City's desired qualifications and experience.
- B. Using the agreed-upon candidate profile, the firm shall recommend to the City Council a salary range for the position, an advertising plan to attract a diverse pool of qualified candidates, and a timetable for the recruitment.
- C. Advertise the position nationwide to attract a diverse pool of qualified candidates.
- D. Take receipt of all resumes and other applicable documents from candidates.
- E. Conduct in-depth reviews of candidates' credentials using criteria established from a stakeholder meeting/hearing, including the Council, and interested members of our community.

- F. Select the most qualified, skilled, and articulate candidates for the Council to review and provide a written report summarizing results and the identification of up to ten candidates for consideration.
- G. Arrange for and/or conduct finalist(s) professional background investigation(s).
- H. Advise the Council on interview strategies, techniques, questions, etc. as needed.
- I. Assist with employment negotiations if requested or as deemed necessary.
- J. Disclose any previous relationships between the firm and all candidates being considered.

RESPONSE REQUIREMENTS

A. Background

- a. A letter of interest explaining why you desire to work with the City of Clarkston specifically for this recruitment effort.
- b. Details of the search firm's experience with public sector recruitment and contract development, particularly for the position of City Manager.
- c. Background, experience, and qualifications of personnel within the firm that will be assigned to Clarkston's recruitment effort including specific searches and references.
- d. Sample work products such as recruitment brochures, candidate questionnaire, candidate reference and background reports, and actionable work plans developed to assist with evaluation after hire.
- e. Disclosure listing previous relationships between employees, the firm, and members of the City Council or City of Clarkston staff.

B. Schedule

Include a tentative schedule for each phase of the process including recruitment profile development (with input from stakeholders), executive search, candidate background evaluations (screening process), identification of candidates, etc. In addition, the consultant should provide details of its current engagements and confirm its ability to have personnel specifically dedicated and focused on our specific recruitment.

C. Sample Template

Provide a sample template for the presentation of applicant resumes to members of the Council and the public emphasizing uniformity in format and organization.

D. References

Provide a list of four (4) total client references for executive search work that your firm has performed within the last five (5) years.

E. Unsuccessful Recruitment or Candidate Dismissal/Resignation

Provide written details of how the consulting firm approaches both an unsuccessful recruitment and the premature (within 2-years of appointment) dismissal for cause or resignation of identified candidate.

F. Professional Fees and Charges

G. In a separate and sealed envelope, marked "Budget Proposal" to indicate the total not-to-exceed cost for the performance of this executive search including fees, and anticipated costs for reimbursable items. Any costs incurred by consulting firms in preparing or submitting their proposal are the firm's sole responsibility. Payment terms shall also be included in this envelope.

EVALUATION CRITERIA

The proposals shall be evaluated based on the following criteria:

Criteria	Total Points Allowed
Responsiveness to the provisions of this RFP	10
Thoroughness of proposal and clarity of services to be provided	15
Prior successful recruitments	15
Qualifications and experience of the individuals assigned to this engagement	15
Schedule/Availability	15
Reference contact information	15
Cost of services	15

Total Points: 100

SELECTION PROCESS

The City Council will review all responses submitted in reference to this RFP and determine the qualification(s) of the proposer.

A limited number of consulting firms may be invited to participate in interviews with the City Council in a meeting open to the public. At such a time, the Council will gather additional information to assist in their selection.

If invited to participate in an interview, the consulting firm will bear all responsibility for costs associated with the visit, including travel and other associated fees (if necessary).

CITY OF CLARKSTON									
RFP-City Manager Executive Search Services Responses Evaluation Template									
RESPONSE REQUIREMENTS: RESPONDENTS		The Onin Group	ABD Talent	Primal Staffing	Robert Half	Slavin Management Group	WBCP, Inc.	GovHR USA	Sumter Consulting
A. Background									
a. A letter of interest explaining why you desire to work with the City of Clarkston specifically for this recruitment effort		NO	YES	YES	YES	YES	YES	YES	YES
b. Details of the search firm’s experience with public sector recruitment and contract development, particularly for the position of City Manager		NO	YES	YES	YES	YES	YES	YES	YES
c. Background, experience, and qualifications of personnel within the firm that will be assigned to Clarkston’s recruitment effort including specific seaches and references.		YES - Background of company	YES	YES	YES	YES	YES	YES	YES
d. Sample work products such as recruitment brochures, candidate questionnaire, candidate reference and background reports, and actionable work plans developed to assist with evaluation after hire.		NO	YES	YES	YES	YES	YES	YES	YES
e. Disclosure listing previous relationships between employees, the firm, and members of the City Council or City of Clarkston staff.		NO	YES	YES	YES	NO	YES	NO	YES
B. Schedule									
Include a tentative schedule for each phase of the process including recruitment profile development (with input from stakeholders), executive search, candidate background evaluations (screening process), identification of candidates, etc. In addition, the consultant should provide details of its current engagements and confirm its ability to have personnel specifically dedicated and focused on our specific recruitment.		NO	YES	YES	YES	YES	YES	YES	YES
C. Sample Template									
Provide a sample template for the presentation of applicant resumes to members of the Council and the public emphasizing uniformity in format and organization.		NO	NO	YES	YES	YES	YES	YES	YES
D. References									
Provide a list of four (4) total client references for executive search work that your firm has performed within the last five (5) years.		NO - Two references provided	YES	YES	YES	YES	YES	YES	YES
E. Unsuccessful Recruitment or Candidate Dismissal/Resignation									
Provide written details of how the consulting firm approaches both an unsuccessful recruitment and the premature (within 2 years of appointment) dismissal for cause or resignation of identified candidate.		NO	NO	YES	YES	NO	YES	YES	YES
F. Professional Fees and Charges									
G. In a separate and sealed envelope, marked “Budget Proposal” to indicate the total not to-exceed cost for the performance of this executive search including fees, and anticipated costs for reimbursable items. Any costs incurred by consulting firms in preparing or submitting their proposal are the firm's sole responsibility.		NO seperate envelope; 15% of employee's 1st year annual salary	YES; \$27,000	YES; \$64,998 - Fees based on level of activities	YES; 28% of 1st year salary plus \$5,000 fee for administrative services	YES; \$15,820 plus Consultant Travel Costs, Office Costs	NO seperate envelope; \$28,900 flat rate plus up to \$7,900 expenses	YES; \$24,500 plus \$1,500 expenses, plus \$2,500 advertising	YES; \$21,750 plus expenses for travel and advertising
Payment terms shall also be included in this envelope.		YES - 15% of employee's 1st year annual salary; Billed upon employee's offer, acceptance, resignation, due in 30 days	YES - initial payment of \$7,000 (non-refundable), \$20,000 due upon completion	Fees listed based on level of activities, NO terms listed	YES - Three Installments	YES	NO	YES - Three Payments (40%, 40%, and 20%)	YES - Three Installments of 1/3 fee
EVALUATION CRITERIA									
The proposals shall be evaluated based on the following criteria:									
Responsiveness to the provisions of this RFP	10								

[illegible]



CITY OF CLARKSTON

ITEM NO: 6F

CITY COUNCIL WORK SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: January 30, 2024

SUBJECT: Review/Discuss contract with Railroad Outdoor, LLC in the amount of \$22,800 (\$1,900 per month) for the digital billboard advertising project.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 2

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

PURPOSE: To discuss the approval of digital billboard advertising contract in the amount of \$1900 per month (\$22,800 total) to commence March 1, 2024. The amount proposed by the company was originally \$7,000 but city staff were able to negotiate the cost down to \$1900 per month for 12 months.

NEED/ IMPACT: This project was included in the fiscal year 2024 budget for marketing/advertising the City of Clarkston and its programs.

RECOMMENDATION: Staff recommends approval of the Digital Billboard Advertising Contract with Railroad Outdoor, LLC in the amount of \$22,850 (\$1900 per month).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RAILROAD OUTDOOR, LLC FOR DIGITAL BILLBOARD ADVERTISING.

* * * * *

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

Section 1. That the Mayor executes 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 (per four week period) for a period of 12 months, effective March 1, 2024. A copy of said contract is attached to this resolution as "Exhibit A" and is 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



Digital Billboard Advertising Contract

(Sign page 3 and initial pages 1 & 2)

New ☒ Renewal ☐

Display # 389

Business to be advertised: City Of Clarkston

The undersigned Advertiser / Agent (hereinafter referred to as "Advertiser") authorizes Railroad Outdoor, LLC (hereinafter referred to as "Railroad") to provide and maintain advertising displays described below subject to the following terms and conditions:

Location Description: **3550 Church Street Clarkston GA**

Read: **RHR**

Length of Flight: **12 periods**

Rate (per 4 week Period): **\$1900**

Commencement Date: **March 1 2024**

Design Fee: **\$0**

Sign Face Size: **14'x48'**

Due at Contract Signing *: **\$1900**

***Payment must be received within 5 days of acceptance or contract may be cancelled by Railroad**

Special Contract is for half a segment or "flip" a period. First graphic design is free. After
Stipulations: first design each graphic design fee will be \$60

Artwork: Railroad may provide graphic design services to assist in the design of Advertiser's artwork. Advertiser shall provide ad artwork or final approval of ad design no later than 3 business days after the Acceptance date of this Agreement. Advertiser shall be responsible for the full Length of Flight even if the ad cannot be displayed the entire Flight due to late receipt or approval of ad artwork.

Actual Ad Posting Date: The ad will be posted within 1 business day of Railroad's 1) receipt of final approval of ad design or 2) receipt from advertiser of camera ready ad artwork. In some cases, the advertisement will not be posted exactly on the Commencement Date. In the event, the advertisement is posted before the Commencement Date, additional prorated rent shall be due and the term shall not be reduced. In the event the advertisement is posted after the Commencement Date and Advertiser has approved the ad design within 3 business days of the Acceptance Date, the Advertiser will receive a prorated rent credit and the initial term shall be reduced accordingly.

Ad Rotation Policy: At our discretion, we may have eight ads in our advertising rotation, or as few as one. Unsold space may be used by us for self-promotion, community service ads, or another purpose of our choosing. Digital displays allow for many flexible uses of the ad space. By signing below you acknowledge that our agreement is for a certain percentage of the total advertising time on the display during the contract period. We have a corporate policy of making our digital signs available to law enforcement and other governmental agencies in emergency situations, such as for Amber Alerts and evacuation information. You agree by signing below that your ad may be temporarily preempted by emergency messages. "One segment" of advertising is generally 1/8 of the advertising time available on the LED sign face. Eight ads or spots may not always be in rotation. This agreement is for a percentage of the total advertising time.

Advertiser's Initials: _____

Payments- Advertiser agrees to pay to Railroad each Period, in advance, the payment specified beginning on the commencement date and pursuant to the commencement of billing terms set forth below, whichever occurs first, and continuing each Period until the end of the term of this contract. The First period's rent is due at contract signing along with production fee.

Commencement of Billing- Advertiser shall provide to Railroad any artwork design elements (scaled, camera-ready, high resolution scans, fonts, and designated colors) no more than 3 business days following the Acceptance Date; otherwise, Railroad reserves the right to commence billing on the Commencement Date. Billing shall commence upon the installation of the printed vinyl or the agreed upon Commencement Date, whichever comes first. In no event shall this contract commence later than the last day of the following month after acceptance of this contract by Railroad.

Advertising Agency- If this contract is signed by an advertising agency, or if Advertiser appoints an advertising agency to represent advertiser in its dealings with Railroad, the term "Advertiser" shall include both advertiser and agency where applicable, and all obligations of the advertiser shall be joint to both the advertiser and agency. If advertiser appoints agency after this contract has been accepted by Railroad, Advertisers shall notify Railroad, in writing, of said appointment; however, such subsequently appointed agency will not be entitled to an agency commission under the terms of this contract. Vinyl Production Fee, Installation Fee and Graphic Design Fee are billed net and not subject to agency commission or discount.

Breach- Advertiser agrees that failure to make payment of any monthly payment due according to the terms and conditions of this contract shall constitute a material breach of this contract. Upon breach, Railroad shall have the option to demand immediate payment of the entire remaining unpaid payments for the balance of this contract, terminate this contract, and/or, in addition to the foregoing, Railroad shall have the right to immediately remove any advertising displays provided hereunder and re-sell that space, all options being at Railroad's sole discretion. Advertiser agrees that upon breach of this contract, Railroad will suffer damages that cannot reasonably be calculated by any method and that payment of the entire remaining unpaid payments shall constitute liquidated damages sustained by Railroad. Any breach of this contract by Advertiser shall also be a breach of any other contract between Advertiser and Railroad. In such event, Railroad at its option may declare any or all such contracts in default and require the payment of all remaining unpaid payments on any or all contracts between Railroad and Advertiser. It is further agreed that any delay by Railroad to act upon said breach of this contract by the advertiser shall in no event be considered as a waiver of such right by Railroad. Advertiser agrees to pay all reasonable collection expenses, attorney fees and court costs incurred by Railroad for the collection of any amount due and payable to Railroad, whether a result of breach or otherwise.

Invoices not paid when due shall bear interest at 1.5% of the outstanding balance plus a \$35 late fee each month the account is past due. Advertiser agrees that in the event of such breach that Railroad will proceed against both Advertiser and agency for any cause of action that exists, as joint and several obligors.

Copy Approval- Railroad reserves the right at anytime to refuse, withdraw or remove any advertising, which in Railroad's sole opinion, is considered objectionable or that attracts negative publicity or controversy from the community, Advertiser agrees to defend, indemnify, and hold Railroad harmless from any dispute, loss, liability, claims, and demands arising out of the character, content, or subject matter of any copy displayed pursuant to this contract. Advertiser acknowledges that all advertising copy, designs, and artwork developed by Railroad are the exclusive property of Railroad for all purposes and may be copyrighted by Railroad and will not be copied, reproduced, or released to other parties without prior written approval by Railroad.

Non-Liability of Railroad- Railroad shall not be held liable for any failure or delay in the performance of its undertakings by causes beyond its control of whatever nature, including but not limited to acts of God, requirements imposed by GDOT or local governments affecting Railroad's ability to operate the sign, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Railroad is unable to deliver any portion of the service required in this contract, this contract shall not terminate. Credit shall be allowed to advertiser pro-rated for the period that such space or service shall not be furnished or shall be discontinued or suspended. Railroad may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit. Advertiser hereby consents to the jurisdiction and venue of any court in DeKalb County, Georgia, and irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts. Advertiser expressly submits to and consent to the jurisdiction of such courts, and waives any defense of forum non conveniens. Advertiser agrees to add Railroad as an additional insured to Advertiser's general liability coverage on a primary non-contributory basis with limits no less than \$1,000,000 each occurrence/\$1,000,000 annual aggregate.

Assignment- If advertisers business is sold or transferred during the term of this contract, Advertiser shall continue to be directly liable to Railroad. This contract may be assigned to a successor, actual advertiser, or agency only with 90 days prior written consent by Railroad. This contract may be assigned by Railroad at anytime without Advertiser's consent.

Additional Terms: This contract is non-cancelable by Advertiser and subject to the terms and conditions contained in all three pages this agreement. Advertiser acknowledges receipt and review all three pages hereof. It is understood that neither party is bound by any stipulations, agreements, or representations not specifically written into this contract. This contract must be signed by both Advertiser and Railroad to become effective.

Emergency Pre-emption Credit & Interruptions: Railroad will strive to provide advertisers with 100% of the time they contract. However due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts), or other unforeseen interruptions, RRO is guaranteeing copy will be displayed an average of 92.5% of the time contracted. For purposes of determining whether a credit is due, the average number of guaranteed spots per day will be measured over the duration of the contract, e.g., during a 28-day contract, the available spots during the entire 28-day term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Railroad has provided 92.5% or greater of the contracted-for spots, then no credit will be due. "One segment" of advertising is 1/8 of the advertising time available on the LED sign face.

Advertiser's Initials: _____

The person signing this contract, on behalf of the respective party, represents and warrants that he/she has full authority to do so.

Accepted by Advertiser or Agent

Legal name of business

Where incorporated

Printed Name of Authorized Representative

Title

Authorized Signature

Date

How would you like to receive your invoices? ☐ Mail ☐ E-mail

Email Address: _____

Phone Number: _____

Billing Address: _____

Physical Address: _____
(if different) _____

Accepted by Railroad Outdoor, LLC

W. Kelly Shaw, Managing Member

Acceptance Date of this Agreement _____

Railroad Outdoor, LLC
P.O. Box 250633
Atlanta, GA 30325
Phone: 678-754-8630

CITY OF CLARKSTON

ITEM NO: 6G

CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: January 30, 2024

SUBJECT: To discuss the renewal of the City Services Agreement with the Clarkston Community Center.

DEPARTMENT:
Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:

Tammi Saddler Jones, Interim City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the renewal of the Clarkston Community Center Services Agreement.

NEED/ IMPACT: The City utilizes the Clarkston Community Center for meetings and activity space for the special events.

RECOMMENDATION:

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

RESOLUTION NO. _____

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

* * * * *

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

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

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

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

This Services Agreement is entered into this ____ day of _____, 2024, by and between **CLARKSTON COMMUNITY CENTER, INC.**, a Georgia non-profit corporation doing business at 3701 College Avenue, Clarkston, GA 30021, (hereinafter “CCC”) and the **CITY OF CLARKSTON**, a Georgia municipal corporation located at 3921 Church Street, Clarkston GA 30021, (hereinafter the “City”);

WHEREAS, the City is desirous of contracting for certain services that will benefit the public; and

WHEREAS, the City is in need of language interpreting services; and

WHEREAS, the City is in need of booking services for the facility owned by the City known as the Clarkston Women’s Club; and

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

WHEREAS, CCC is prepared to provide recreational services, booking services, other necessary services, and meeting and activity space.

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

- 1) Services to be provided by CCC:
 - a) CCC agrees to provide recreation programs to the City for two (2) days each week during the summer and fall, for sports activities sponsored by the City of Clarkston.
 - b) CCC agrees to perform booking/rental of the Clarkston Women’s Club, a facility owned by the City of Clarkston. All rentals of the Women’s Club shall be in an amount consistent with a schedule of fees to be provided by the City. The City reserves the right to reject any proposed rental of the Women’s Club for any or no reason at the discretion of the City Manager. All fees collected for rental of the Women’s Club by CCC shall be paid over to the City within five (5) business days. CCC shall produce a calendar of rentals, accessible by both the CCC and the City, showing all scheduled dates/hours of rental. CCC shall perform “set up” and “break down” of the facility for each rental.
 - c) CCC agrees to assist the City with its efforts to identify and obtain contact information for foreign language interpreters. CCC and the City shall maintain and update the contact list on an ongoing basis as such information becomes available.
 - d) CCC, through its association with Global Growers Network, will provide the City with consultation and assistance as requested to accomplish the City’s Gardens in the Park program.

2) Use of CCC Facility by City

CCC shall provide to the City space for training, the State of the City Address, meetings, and other events as needed by the City. The City shall provide the CCC with adequate notice of any date that the City desires to use the CCC facility for an event.

3) Use of CCC Facility by City Residents/Groups

CCC shall provide meeting space for groups of Clarkston residents for meetings and other events. CCC shall provide to the City a calendar of available rooms and times for such meetings and groups of residents may use reserve and use such facilities on a first come first served basis.

4) Payment to CCC

In consideration for the services and use of facilities contemplated herein, the City shall pay CCC twenty thousand dollars (\$20,000.00). This amount shall be paid in quarterly installments of five thousand dollars (\$5,000) each.

5) Term and Termination

This Service Agreement is for a period of one year from adoption. The Agreement may be renewed on an annual basis by agreement of the Parties. The Agreement may be terminated without cause by either party via thirty (30) days written notice. If either party fails to comply with the terms herein, the other party with cause upon written notice to the other party may immediately terminate this Agreement.

SO AGREED, upon the date first written above.

CLARKSTON COMMUNITY CENTER

Executive Director

Date:_____

CITY OF CLARKSTON

Beverly H. Burks, Mayor

Date:_____

Attest:

Tomika Mitchell, City Clerk

Date:_____

DRAFT 1.26.24

APPROVED AS TO FORM:

Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 6H

CITY COUNCIL WORK SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: January 30, 2024

SUBJECT: Review/Discuss an ordinance amending Chapter 22, Article II of the City Code Regarding Stream Buffer Protection to Clarify the Purpose and Intent of Such Article.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 2

PRESENTER CONTACT INFO: Larry Kaiser, P.E.; City Engineer
PHONE NUMBER: 404-909-5619

PURPOSE: To discuss the adoption of the “Purpose & Intent” section of the Stream Buffer Ordinance. This section was omitted from a previous adopted version of the Stream Buffer Ordinance.

NEED/ IMPACT: Required by the Environmental Protection Division’s (EPD) Municipal Separate Storm Sewer System (MS4) program.

RECOMMENDATION: Staff recommends adoption. EPD’s 2022 audit of the City’s MS4 program identified a deficiency in the existing Stream Buffer Ordinance. The “Purpose and Intent” section of the ordinance was missing.

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 22, ARTICLE II OF THE CITY CODE REGARDING STREAM BUFFER PROTECTION TO CLARIFY THE PURPOSE AND INTENT OF SUCH ARTICLE.

WHEREAS, the Clarkston City Council recognizes that the several streams that run through the City are a vital natural resource that must be protected; and

WHEREAS, one important means of protecting streams is to enforce a vegetative buffer on both sides of the stream that will prevent erosion, support wildlife and improve water quality; and

WHEREAS, the City of Clarkston has previously adopted stream buffer requirements as Article II of Chapter 22 of the Clarkston City Code; and

WHEREAS, the Clarkston City Council desires to clearly express the purpose and intent of its stream buffer regulations by adopting this ordinance.

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

SECTION 1. New City Code § 22-49 is hereby adopted as the first section of Article II of Chapter 22 of the City Code, and shall read as follows:

“Sec. 22-49. Purpose and Intent.

The purpose and intent of this Article is to protect the public health, safety, environment and general welfare; to minimize public and private losses due to erosion, siltation and water pollution; and to maintain stream water quality by provisions designed to:

- (1) Create buffer zones along the streams of the City of Clarkston for the protection of water resources; and,
- (2) Minimize land development within such buffers by establishing buffer zone requirements and by requiring authorization for any such activities.”

SECTION 2. This ordinance shall be effective immediately upon its approval by the City Council.

SO ORDAINED, this _____ day of _____, 2024.

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

ATTEST:

Beverly H. Burks, Mayor

Tomika Mitchell, City Clerk

Approved as to Form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 6I

CITY COUNCIL WORK SESSION

MEETING TYPE:

Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:

Discussion

MEETING DATE: January 30, 2024

SUBJECT: Review/Discuss 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.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO

PAGES: 25

PRESENTER CONTACT INFO: Larry Kaiser, P.E.; City Engineer

PHONE NUMBER: 404-909-5619

PURPOSE: To discuss the adoption of Floodplain Management/Flood Damage Prevention Ordinance

NEED/ IMPACT: Required by the Environmental Protection Division's (EPD) Municipal Separate Storm Sewer System (MS4) program.

RECOMMENDATION: Staff recommends adoption. EPD's 2022 audit of the City's MS4 program identified an out-of-date Floodplain Management ordinance. This revised ordinance will satisfy the requirements of the MS4 program.

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL EXISTING ARTICLE III OF CHAPTER 5 OF THE CITY'S CODE REGARDING FLOODPLAIN MANAGEMENT AND FLOOD DAMAGE PREVENTION; TO ADOPT NEW ARTICLE III OF CHAPTER 5 OF THE CITY CODE REGARDING FLOODPLAIN MANAGEMENT AND FLOOD DAMAGE PREVENTION; AND FOR OTHER PURPOSES.

WHEREAS, floodplain management involves the designation of flood-prone areas and the managing of their uses, including minimizing modifications to streams, reducing flood hazards, and protecting the beneficial uses of the floodplain such as water quality protection; and

WHEREAS, floodplain regulations and development restrictions can greatly reduce future flooding impacts, preserve greenspace and habitat, and protect their function in safely conveying floodwaters and protecting water quality; and

WHEREAS, the Clarkston City Council hereby finds and determines that:

1. The flood hazard areas of City of Clarkston are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. Flood hazard areas can serve important stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation and ecological purposes when permanently protected as undisturbed or minimally disturbed areas.
3. Effective floodplain management and flood hazard protection activities can:
 - (1) Protect human life and health;
 - (2) Minimize damage to private property;
 - (3) Minimize damage to public facilities and infrastructure such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains; and
 - (4) Minimize expenditure of public money for costly flood control projects associated with flooding and generally undertaken at the expense of the general public; and

WHEREAS, Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, it is hereby determined by the Clarkston City Council that the regulation of flood hazard areas and the prevention of flood damage are in the public interest and will minimize threats to public health and safety, as well as to private and public property; and

WHEREAS, the Clarkston City Council adopts this ordinance and establishes this set of floodplain management and flood hazard reduction provisions for the purpose of regulating the use of flood hazard areas.

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

SECTION 1. Existing Article III of Chapter 5 of the City Code, including Sections 5-100 through 5-172, is hereby repealed.

SECTION 2. The “Clarkston Floodplain Management / Flood Damage Prevention Ordinance” attached hereto and consisting of 24 pages is hereby adopted as new Article III of Chapter 5 of the Clarkston City Code.

SECTION 3. This Ordinance shall become effective immediately upon its adoption.

SO ORDAINED, THIS _____ DAY OF _____, 2024.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

Mayor Beverly H. Burks

ATTEST:

Tomika Mitchell, City Clerk

APPROVED AS TO FORM:

Stephen Quinn
Stephen G. Quinn, City Attorney

CLARKSTON FLOODPLAIN MANAGEMENT / FLOOD DAMAGE PREVENTION ORDINANCE

Section 1. General Provisions

1.1. Purpose and Intent

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare and to minimize public and private losses due to flood conditions in flood hazard areas, as well as to protect the beneficial uses of floodplain areas for water quality protection, streambank and stream corridor protection, wetlands preservation, and ecological and environmental protection by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) Restrict or prohibit uses which are dangerous to health, safety and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) Control filling, grading, dredging, and other development which may increase flood damage or erosion;
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
- (5) Limit the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters; and
- (6) Protect the stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation, and ecological functions of natural floodplain areas.

1.2. Applicability

This ordinance shall be applicable to all Areas of Special Flood Hazard within the jurisdiction of City of Clarkston.

1.3. Designation of Ordinance Administrator

The Public Works Director or their designee is hereby appointed to administer and implement the provisions of this ordinance.

1.4. Basis for Establishing Areas of Special Flood Hazard, Areas of Future-Conditions Flood Hazard and Associated Floodplain Characteristics – Flood Area

Maps and Studies

For the purposes of defining and determining “Areas of Special Flood Hazard,” “Areas of Future-conditions Flood Hazard,” “Areas of Shallow Flooding,” “Base Flood Elevations,” “Floodplains,” “Floodways,” “Future-conditions Flood Elevations,” “Future-conditions Floodplains,” potential flood hazard or risk categories as shown on FIRM maps, and other terms used in this ordinance, the following documents and sources may be used for such purposes and are adopted by reference thereto:

- (1) The Flood Insurance Study (FIS), dated August 15, 2019, with accompanying maps and other supporting data and any revision thereto. For those land areas acquired by the City of Clarkston through annexation, the current effective FIS and data for DeKalb County as noted above, with accompanying maps and other supporting data and any revision thereto.
- (2) Other studies, which may be relied upon for the establishment of the base flood elevation or delineation of the base or one-percent (100-year) floodplain and flood-prone areas, including:
 - (a) Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey or any other local, State or Federal agency applicable to City of Clarkston; and
 - (b) Any base flood study conducted by a licensed professional engineer which has been prepared utilizing FEMA approved methodology and approved by City of Clarkston.
- (3) Other studies, which may be relied upon for the establishment of the future-conditions flood elevation or delineation of the future-conditions floodplain and flood-prone areas, including:
 - (a) Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey, or any other local, State or Federal agency applicable to City of Clarkston; and
 - (b) Any future-conditions flood study conducted by a licensed professional engineer which has been prepared utilizing FEMA approved methodology approved by City of Clarkston.
- (4) The repository for public inspection of the FIS, accompanying maps and other supporting data is located at the City of Clarkston City Hall.

1.5. Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, statute, easement, covenant, deed restriction or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective

standards for human health or the environment shall control.

1.6. Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

1.7. Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of City of Clarkston or any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 2. Definitions

"Addition" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the Public Works Director's interpretation of any provision of this ordinance.

"Area of Future-conditions Flood Hazard" means the land area that would be inundated by the one-percent-annual-chance flood based on future-conditions hydrology (100-year future-conditions flood).

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" means the land area subject to a one percent or greater chance of flooding in any given year. This includes all floodplain and flood prone areas at or below the base flood elevation designated as Zones A, A1-30, A-99, AE, AO, AH, and AR on a community's Flood Insurance Rate Map (FIRM).

"Accessory Structure or Facility" means a structure which is on the same parcel of property as the principal structure and the use of which is incidental to the use of the primary structure.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

"Base Flood Elevation" means the highest water surface elevation anticipated at any given location during the base flood.

"Basement" means any area of a building having its floor subgrade below ground level on all sides.

"Building" has the same meaning as **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate

including but not limited to buildings or other structures, mining, dredging, filling, clearing, grubbing, grading, paving, any other installation of impervious cover, excavation or drilling operations or storage of equipment or materials.

"Elevated Building" means a non-basement building which has its lowest elevated floor raised above the ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Existing Construction" Any structure for which the "start of construction" commenced before September 1, 2009 [** i.e., the effective date of the INITIAL floodplain management code or ordinance adopted by the community as a basis for that community's participation in the National Flood Insurance Program (NFIP)*].

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 1, 2009 [**i.e., the effective date of the INITIAL floodplain management regulations adopted by a community*].

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"FEMA" means the Federal Emergency Management Agency.

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) the overflow of inland or tidal waters; or
- (b) the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Insurance Rate Map" or "FIRM" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

"Flood Insurance Study" or "FIS" means the official report by FEMA providing an examination, evaluation and determination of flood hazards and corresponding flood profiles and water surface elevations of the base flood.

"Floodplain" or "Flood-prone Area" means any land area susceptible to flooding.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a stream, river, or other watercourse and the adjacent areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Future-conditions Flood" means the flood having a one percent chance of being equaled or exceeded in any given year based on future-conditions hydrology. Also

known as the 100-year future-conditions flood.

"Future-conditions Flood Elevation" means the highest water surface elevation anticipated at any given location during the future-conditions flood.

"Future-conditions Floodplain" means any land area susceptible to flooding by the future-conditions flood.

"Future-conditions Hydrology" means the flood discharges associated with projected land-use conditions based on a community's zoning maps, comprehensive land-use plans, and/or watershed study projections, and without consideration of projected future construction of stormwater management (flood detention) structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places by communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Secretary of the Interior, or
 - 2. Directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when attached to the required utilities. The term includes any structure commonly referred to as a "mobile home" regardless of the date of manufacture. The term also includes parked trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property. The term does not include a "recreational vehicle."

"Mean Sea Level" means the datum to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced. For purposes of this ordinance the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988.

"New Construction" means any structure (see definition) for which the "start of

construction" commenced on or after September 1, 2009 and includes any subsequent improvements to the structure. [** i.e., the effective date of the INITIAL floodplain management ordinance adopted by the community as a basis for community participation in the (NFIP)*].

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 1, 2009 [** i.e., the effective date of the INITIAL floodplain management ordinance adopted by a community*].

"Owner" means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

"Permit" means the permit issued by the City of Clarkston to the applicant which is required prior to undertaking any development activity.

"Recreational Vehicle" means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Repetitive Loss" means flood related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

"Site" means the parcel of land being developed, or the portion thereof on which the development project is located.

"Start of Construction" includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of the structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building (including a gas or liquid storage tank), that is principally above ground, or a manufactured home.

"Subdivision" means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting

from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. This term also includes Repetitive Loss.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement to a structure, taking place during a 10-year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure prior to the improvement. The market value of the building means (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include those improvements of a structure required to comply with existing state or local health, sanitary, or safety code specifications which are the minimum necessary to assure safe living conditions, which have been identified by the Code Enforcement Official. The term does also not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

"Substantially Improved Existing Manufactured Home Park or Subdivision" means the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" means a grant of relief from the requirements of this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Section 3. Permit Procedures and Requirements

3.1. Permit Application Requirements

No owner or developer shall perform any development activities on a site where an Area of Special Flood Hazard or Area of Future-conditions Flood Hazard is located without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically excluded by this ordinance, any landowner or developer desiring a permit for a development activity shall submit to the City of Clarkston a land disturbance permit application on a form provided by the City of Clarkston for that purpose.

No permit will be approved for any development activities that do not meet the requirements, restrictions and criteria of this ordinance.

3.2. Floodplain Management Plan Requirements

An application for a development project with any Area of Special Flood Hazard or Area

of Future-conditions Flood Hazard located on the site shall include a floodplain management / flood damage prevention plan. This plan shall include the following items:

- (1) Site plan drawn to scale, which includes but is not limited to:
 - (a) Existing and proposed elevations of the area in question and the nature, location and dimensions of existing and/or proposed structures, earthen fill placement, amount and location of excavation material, and storage of materials or equipment;
 - (b) For all proposed structures, spot ground elevations at building corners and 20-foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site;
 - (c) Proposed locations of water supply, sanitary sewer, and utilities;
 - (d) Proposed locations of drainage and stormwater management facilities;
 - (e) Proposed grading plan;
 - (f) Base flood elevations and future-conditions flood elevations;
 - (g) Boundaries of the base flood floodplain and future-conditions floodplain;
 - (h) If applicable, the location of the floodway; and
 - (i) Certification of the above by a licensed professional engineer or surveyor.
- (2) Building and foundation design detail, including but not limited to:
 - (a) Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
 - (b) Elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
 - (c) Certification that any proposed non-residential floodproofed structure meets the criteria in Section 5.2(2);
 - (d) For enclosures below the base flood elevation, location and total net area of flood openings as required in Section 5.1(5); and
 - (e) Design plans certified by a licensed professional engineer or architect for all proposed structure(s).
- (3) Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development;
- (4) Hard copies and digital files of computer models, if any, copies of work maps, comparison of pre- and post-development conditions base flood elevations, future-conditions flood elevations, flood protection elevations, Special Flood Hazard Areas and regulatory floodways, flood profiles and all other computations and other information similar to that presented in the FIS;
- (5) Copies of all applicable State and Federal permits necessary for proposed development, including but not limited to permits required by Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334; and
- (6) All appropriate certifications required under this ordinance.

The approved floodplain management / flood damage prevention plan shall contain

certification by the applicant that all development activities will be done according to the plan or previously approved revisions. Any and all development permits and/or use and occupancy certificates or permits may be revoked at any time if the construction and development activities are not in strict accordance with approved plans.

3.3. Construction Stage Submittal Requirements

For all new construction and substantial improvements on sites with a floodplain management / flood damage prevention plan, the permit holder shall provide to the Public Works Director or their designee a certified as-built Elevation Certificate or Floodproofing Certificate for non-residential construction including the lowest floor elevation or floodproofing level immediately after the lowest floor or floodproofing is completed. A final Elevation Certificate shall be provided after completion of construction including final grading of the site. Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. When floodproofing is utilized for non- residential structures, said certification shall be prepared by or under the direct supervision of a licensed professional engineer or architect and certified by same using the FEMA Floodproofing Certificate. This certification shall also include the design and operation/maintenance plan to assure continued viability of the floodproofing measures.

Any work undertaken prior to approval of these certifications shall be at the permit holder's risk. The Public Works Director or their designee shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed.

Failure to submit certification or failure to make the corrections required hereby shall be cause to issue a stop work order for the project, and designated fines per City statutes.

3.4. Duties and Responsibilities of the Administrator

Duties of the Public Works Director or their designee shall include, but shall not be limited to:

- (1) Review all development applications and permits to assure that the requirements of this ordinance have been satisfied and to determine whether proposed building sites will be reasonably safe from flooding;
- (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but not limited to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334;
- (3) When Base Flood Elevation data or floodway data have not been provided, then the Public Works Director or their designee shall require the applicant to obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, state or other sources in order to meet the provisions of Sections 4 and 5;
- (4) Review and record the actual elevation in relation to mean sea level (or highest

- adjacent grade) of the lowest floor, including basement, of all new and substantially improved structures;
- (5) Review and record the actual elevation, in relation to mean sea level to which any substantially improved structures have been floodproofed;
 - (6) When floodproofing is utilized for a non-residential structure, the Public Works Director or their designee shall review the design and operation/maintenance plan and obtain certification from a licensed professional engineer or architect;
 - (7) Notify affected adjacent communities and the Georgia Department of Natural Resources (GA DNR) prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
 - (8) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions) the Public Works Director or their designee shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this ordinance. Where floodplain elevations have been defined, the floodplain shall be determined based on flood elevations rather than the area graphically delineated on the floodplain maps;
 - (9) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Public Works Director or their designee and shall be open for public inspection;
 - (10) Coordinate all FIRM revisions with the GA DNR and FEMA; and
 - (11) Review variance applications and make recommendations to the Clarkston City Council.

Section 4. Standards for Development

4.1. Definition of Floodplain Boundaries

- (1) Studied “A” zones, as identified in the FIS, shall be used to establish base flood elevations whenever available.
- (2) For all streams with a drainage area of 100 acres or greater, the future-conditions flood elevations shall be provided by the City of Clarkston. If future-conditions elevation data is not available from the City of Clarkston, then it shall be determined by a licensed professional engineer using a method approved by FEMA and the City of Clarkston.

4.2. Definition of Floodway Boundaries

The width of a floodway shall be determined from the FIS or FEMA approved flood study. For all streams with a drainage area of 100 acres or greater, the regulatory floodway shall be provided by the City of Clarkston. If floodway data is not available from the City of Clarkston, it shall be determined by a licensed professional engineer using a method approved by FEMA and the City of Clarkston.

4.3. General Standards

- (1) No development shall be allowed within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard that could result in any of the following:
 - (a) Raising the base flood elevation or future-conditions flood elevation equal to or more than 0.01 foot;
 - (b) Reducing the base flood or future-conditions flood storage capacity;
 - (c) Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the development area; or
 - (d) Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.
- (2) Any development within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard allowed under Section 4.3(1) shall also meet the following conditions:
 - (a) Compensation for storage capacity shall occur between the average ground water table elevation and the base flood elevation for the base flood, and between the average ground water table elevation and the future-condition flood elevation for the future-conditions flood, and lie either within the boundaries of ownership of the property being developed and shall be within the immediate vicinity of the location of the encroachment. Acceptable means of providing required compensation include lowering of natural ground elevations within the floodplain,

or lowering of adjoining land areas to create additional floodplain storage. In no case shall any required compensation be provided via bottom storage or by excavating below the elevation of the natural (pre-development) stream channel unless such excavation results from the widening or relocation of the stream channel;

- (b) Cut areas shall be stabilized and graded to a slope of no less than 2.0 percent;
- (c) Effective transitions shall be provided such that flow velocities occurring on both upstream and downstream properties are not increased or decreased;
- (d) Verification of no-rise conditions (less than 0.01 foot), flood storage volumes, and flow characteristics shall be provided via a step-backwater analysis meeting the requirements of Section 4.4;
- (e) Public utilities and facilities, such as water, sanitary sewer, gas, and electrical systems, shall be located and constructed to minimize or eliminate infiltration or contamination from flood waters; and
- (f) Any significant physical changes to the base flood floodplain shall be submitted as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. The CLOMR submittal shall be subject to approval by the City of Clarkston using the FEMA Community Concurrence forms before forwarding the submittal package to FEMA for final approval. The responsibility for forwarding the CLOMR to FEMA and for obtaining the CLOMR approval shall be the responsibility of the applicant. Within six months of the completion of development, the applicant shall submit as-built surveys and plans for a final Letter of Map Revision (LOMR).

4.4. Engineering Study Requirements for Floodplain Encroachments

An engineering study is required, as appropriate to the proposed development activities on the site, whenever a development proposes to disturb any land within the future-conditions floodplain, except for a residential single-lot development on streams without established base flood elevations and floodways. This study shall be prepared by a licensed professional engineer and made a part of the application for a permit. This information shall be submitted to and approved by the City of Clarkston prior to the approval of any permit which would authorize the disturbance of land located within the future-conditions floodplain. Such study shall include:

- (1) Description of the extent to which any watercourse or floodplain will be altered or relocated as a result of the proposed development;
- (2) Step-backwater analysis, using a FEMA-approved methodology approved by the City of Clarkston. Cross-sections (which may be supplemented by the applicant) and flow information will be obtained whenever available. Computations will be shown duplicating FIS results and will then be rerun with the proposed modifications to determine the new base flood profiles, and future- conditions flood profiles;

- (3) Floodplain storage calculations based on cross-sections (at least one every 100 feet) showing existing and proposed floodplain conditions to show that base flood floodplain and future-conditions floodplain storage capacity would not be diminished by the development;
- (4) The study shall include a preliminary plat, grading plan, or site plan, as appropriate, which shall clearly define all future-conditions floodplain encroachments.

4.5. Floodway Encroachments

Located within Areas of Special Flood Hazard are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity flood waters, debris or erosion potential. In addition, floodways must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway, except for activities specifically allowed in (2) below.
- (2) Encroachments for bridges, culverts, roadways and utilities within the regulatory floodway may be permitted provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment will not result in any increase to the pre-project base flood elevations (no-rise certification), floodway elevations, or floodway widths during the base flood discharge. A licensed professional engineer must provide supporting technical data and certification thereof; and
- (3) If the applicant proposes to revise the floodway boundaries, no permit authorizing the encroachment into or an alteration of the floodway shall be issued by the City of Clarkston until an affirmative Conditional Letter of Map Revision (CLOMR) is issued by FEMA or a no-rise certification is approved by the City of Clarkston.

4.6. Maintenance Requirements

The property owner shall be responsible for continuing maintenance as may be needed within an altered or relocated portion of a floodplain on the property so that the flood-carrying or flood storage capacity is maintained. The City of Clarkston may direct the property owner (at no cost to City of Clarkston) to restore the flood-carrying or flood storage capacity of the floodplain if the owner has not performed maintenance as required by the approved floodplain management plan on file with the City of Clarkston.

Section 5. Provisions for Flood Damage Reduction

In all Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard the following provisions apply:

5.1. General Standards

- (1) New construction and substantial improvements of structures (residential or non-residential), including manufactured homes, shall not be allowed within the limits of the future-conditions floodplain, unless all requirements of Sections 4.3, 4.4 and 4.5 have been met;
- (2) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) Elevated Buildings - All new construction and substantial improvements that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - (a) Designs for complying with this requirement must either be certified by a licensed professional engineer or architect to meet or exceed the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (ii) The bottom of all openings shall be no higher than one foot above grade; and
 - (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished and flood resistant enclosure shall solely be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
 - (c) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

- (6) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher, so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (7) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces;
- (8) All proposed development shall include adequate drainage and stormwater management facilities per the requirements of City of Clarkston to reduce exposure to flood hazards;
- (9) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (10) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (11) On-site waste disposal systems shall be located and constructed to avoid impairment to, or contamination from, such systems during flooding;
- (12) Other public utilities such as gas and electric systems shall be located and constructed to avoid impairment to them, or public safety hazards from them, during flooding;
- (13) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced;
- (14) If the proposed development is located in multiple flood zones, or multiple base flood elevations cross the proposed site, the higher or more restrictive base flood elevation or future condition elevation and development standards shall take precedence;
- (15) When only a portion of a proposed structure is located within a flood zone or the future conditions floodplain, the entire structure shall meet the requirements of this ordinance; and

- (16) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall be reasonably safe from flooding:
- (a) All such proposals shall be consistent with the need to minimize flood damage within the flood-prone area;
 - (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems shall be located and constructed to minimize or eliminate flood damage; and
 - (c) Adequate drainage shall be provided to reduce exposure to flood hazards.

5.2. Building Standards for Structures and Buildings Within the Future-Conditions Floodplain

(1) Residential Buildings

- (a) New construction. New construction of principal residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Sections 4.3, 4.4 and 4.5 have been met. If all of the requirements of Sections 4.3, 4.4 and 4.5 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a).
- (b) Substantial Improvements. Substantial improvement of any principal residential structure shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a).

(2) Non-Residential Buildings

- (a) New construction. New construction of principal non-residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Sections 4.3, 4.4 and 4.5 have been met. If all of the requirements of Sections 4.3, 4.4 and 4.5 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with

standards of Section 5.1(5)(a). New construction that has met all of the requirements of Sections 4.3, 4.4 and 4.5 may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Public Works Director or their designee using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.

(b) Substantial Improvements. Substantial improvement of any principal non-residential structure located in A1- 30, AE, or AH zones, may be authorized by the Public Works Director or their designee to be elevated or floodproofed. Substantial improvements shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future- conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a). Substantial improvements may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Public Works Director or their designee using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.

(3) Accessory Structures and Facilities

Accessory structures and facilities (i.e., barns, sheds, gazebos, detached garages, recreational facilities and other similar non-habitable structures and facilities) which meet the requirements of Sections 4.3, 4.4 and 4.5 and are permitted to be located within the limits of the future-conditions floodplain shall be constructed of flood-resistant materials and designed to provide adequate flood openings in accordance with Section 5.1(5)(a) and be anchored to prevent flotation, collapse and lateral movement of the structure.

(4) Standards for Recreational Vehicles

All recreational vehicles placed on sites must either:

- (a) Be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
 - (b) Meet all the requirements for Residential Buildings—Substantial Improvements (Section 5.2(1)), including the anchoring and elevation requirements.
- (5) Standards for Manufactured Homes
 - (a) New manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of Sections 4.3, 4.4 and 4.5 have been met. If all of the requirements of Sections 4.3, 4.4 and 4.5 have been met, all new construction and substantial improvement shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a).
 - (b) Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision shall be elevated so that either:
 - (i) The lowest floor of the manufactured home is elevated no lower than three (3) feet above the level of the base flood elevation, or one (1) foot above the future-conditions flood elevation, whichever is higher; or
 - (ii) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
 - (c) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with standards of Section 5.1(7).

5.3. Building Standards for Structures and Buildings Authorized Adjacent to the Future-Conditions Floodplain

- (1) Residential Buildings – For new construction and substantial improvement of any principal residential building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a).
- (2) Non-Residential Buildings – For new construction and substantial improvement of any principal non-residential building, the elevation of the lowest floor,

including basement and access to the building, shall be at least one (1) foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a). Non-residential buildings may be floodproofed in lieu of elevation.

5.4. Building Standards for Residential Single-Lot Developments on Streams Without Established Base Flood Elevations and Floodway (A-Zones)

For a residential single-lot development not part of a subdivision that has Areas of Special Flood Hazard, where streams exist but no base flood data have been provided (A-Zones), the Public Works Director or their designee shall review and reasonably utilize any available scientific or historic flood elevation data, base flood elevation and floodway data, or future-conditions flood elevation data available from a Federal, State, local or other source, in order to administer the provisions and standards of this ordinance.

If data are not available from any of these sources, the following provisions shall apply:

- (1) No encroachments, including structures or fill material, shall be located within an area equal to twice the width of the stream or fifty (50) feet from the top of the bank of the stream, whichever is greater and concurrently ensuring that the City buffer ordinance is not violated.
- (2) In special flood hazard areas without base flood or future-conditions flood elevation data, new construction and substantial improvements shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided for flood prone enclosures in accordance with Section 5.1(5)(a).

5.5. Building Standards for Areas of Shallow Flooding (AO-Zones)

Areas of Special Flood Hazard may include designated "AO" shallow flooding areas. These areas have base flood depths of one (1) to three (3) feet above ground, with no clearly defined channel. In these areas the following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the flood depth number in feet specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided in accordance with standards of Section 5.1(5)(a);
- (2) New construction and substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility

- and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus one (1) foot above the highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice, and shall provide such certification to the Public Works Director or their designee using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan; and
- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

5.6. Standards for Subdivisions of Land

- (1) All subdivision proposals shall identify the Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard therein and provide base flood elevation data and future-conditions flood elevation data;
- (2) All residential lots in a subdivision proposal shall have sufficient buildable area outside of the future-conditions floodplain such that encroachments into the future-conditions floodplain for residential structures will not be required; and
- (3) All subdivision plans will provide the elevations of proposed structures in accordance with Section 3.2(2).

Section 6. Variance Procedures

The following variance and appeals procedures shall apply to an applicant who has been denied a permit for a development activity, or to an owner or developer who has not applied for a permit because it is clear that the proposed development activity would be inconsistent with the provisions of this ordinance.

- (1) Requests for variances from the requirements of this ordinance shall be submitted to the City of Clarkston. All such requests shall be heard and decided in accordance with procedures to be published in writing by the City of Clarkston. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
- (2) Any person adversely affected by any decision of the City of Clarkston shall have the right to appeal such decision to the City Council as established by City of Clarkston in accordance with procedures to be published in writing by the City Council. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
- (3) Any person aggrieved by the decision of the City Council may appeal such decision to the Clarkston Municipal Court, as provided in **Section 5-4-1 of the Official Code of Georgia Annotated**.

- (4) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance issued shall be the minimum necessary to preserve the historic character and design of the structure.
- (5) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (6) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (7) In reviewing such requests, the City of Clarkston and the City Council shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
- (8) Conditions for Variances:
 - (a) A variance shall be issued only when there is:
 - (i) a finding of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship; and
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.
 - (b) The provisions of this ordinance are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (c) Any person to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance resulting from the lowest floor elevation being placed below the base flood elevation will be commensurate with the increased risk to life and property, and that such costs may be as high as \$25 for each \$100 of insurance coverage provided.
 - (d) The Public Works Director or their designee shall maintain the records of all variance actions, both granted and denied, and report them to the Georgia Department of Natural Resources and the Federal Emergency Management Agency upon request.
- (9) Any person requesting a variance shall, from the time of the request until the time

the request is acted upon, submit such information and documentation as the City of Clarkston and the City Council shall deem necessary for the consideration of the request.

- (10) Upon consideration of the factors listed above and the purposes of this ordinance, the City of Clarkston and the City Council may attach such conditions to the granting of variances as they deem necessary or appropriate, consistent with the purposes of this ordinance.
- (11) Variances shall not be issued “after the fact.”

Section 7. Violations, Enforcement and Penalties

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

7.1. Notice of Violation

If the City of Clarkston determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan, City buffer ordinance or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

- (1) The name and address of the owner or the applicant or the responsible person;
- (2) The address or other description of the site upon which the violation is occurring;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;
- (5) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
- (6) A statement that the determination of violation may be appealed to the City of Clarkston by filing a written notice of appeal within thirty (30) days after the notice of violation.

7.2. Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Clarkston shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Clarkston may take any one or more of the following actions or impose any one or more of the following penalties.

- (1) **Stop Work Order** -The City of Clarkston may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
- (2) **Withhold Certificate of Occupancy** - The City of Clarkston may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (3) **Suspension, Revocation or Modification of Permit** - The City of Clarkston may suspend, revoke or modify the permit authorizing the development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the City of Clarkston may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (4) **Civil Penalties** - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City of Clarkston shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the City of Clarkston has taken one or more of the actions described above, the City of Clarkston may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.

- (5) **Criminal Penalties** - For intentional and flagrant violations of this ordinance, the City of Clarkston may issue a citation to the applicant or other responsible person, requiring such person to appear in Clarkston Municipal Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

CITY OF CLARKSTON

ITEM NO: 6J

CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: January 30, 2024

SUBJECT: Review/Discuss appointing City Council Members to the Standing Advisory Committee and other city committees.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Mayor Beverly H. Burks
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss appointing City Council Members to the Standing Advisory Committee and other city committees.

NEED/ IMPACT: The Standing Advisory Committees were created to study and formulate policy and recommendations that will benefit the community by collaborative efforts with city and community leaders and residents.

The Standing Advisory Committees are Public Safety and Legal Committee; Transportation and Environment Committee; Housing and Infrastructure Committee; Community Development and Civic Innovation Committee; Business and Economic Development Committee; and Equality, Inclusion, and Opportunity Committee.

The other City Committees are Early Learning Task Force; Youth Advisory Council; Senior Resident Advisory Committee; Police Community Task Force; Preventive Health Task Force; and Public Art Advisory Committee.

RECOMMENDATIONS:

Public Safety and Legal Committee

Chair:

Vice-Chair:

Members:

Transportation and Environment Committee

Chair:

Vice-Chair:

Members:

Housing and Infrastructure Committee

Chair:

Vice-Chair:

Members:

Community Development and Civic Innovation Committee

Chair:

Vice-Chair:

Members:

Business and Economic Development Committee

Chair:

Vice-Chair:

Members:

Equality, Inclusion, and Opportunity Committee:

Chair:

Vice-Chair:

Members:

Early Learning Task Force

Liaison:

Members:

Youth Advisory Council

Liaison:

Members:

Senior Resident Advisory Committee

Liaison

Members:

Police Community Task Force

Liaison:

Members:

Preventive Health Task Force

Liaison:

Members:

Public Art Advisory Committee

Liaison:

Members:

2023 Revised Standing Advisory Committees

Public Safety and Legal Committee

Chair: Y'Terenickia Bell

Vice-Chair: Awet Eyasu

Members: Jamie Carroll

Transportation and Environment Committee

Chair: Awet Eyasu

Vice-Chair: Laura Hopkins

Members: Susan Hood

Housing and Infrastructure Committee

Chair: Jamie Carroll

Vice-Chair: Susan Hood

Members: Mayor Beverly Burks

Community Development and Civic Innovation Committee

Chair: Debra Johnson

Vice-Chair: Y'Terenickia Bell

Members: Awet Eyasu

Business and Economic Development Committee

Chair: Susan Hood

Vice-Chair: Y'Terenickia Bell

Members: Mayor Beverly Burks

Equity, Inclusion, and Opportunity Committee

Chair: Debra Johnson

Vice-Chair: Laura Hopkins

Members: Mayor Beverly Burks

2023 Revised List of Task Force

Early Learning Task Force

Liaison: Awet Eyasu and Jamie Carroll

Members:

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:

Members:

Preventive Health Task Force

Liaison: Yterenickia Bell and Debra Johnson

Members:

Public Art Advisory Committee

Liaison: Laura Hopkins

Members:

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

**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:

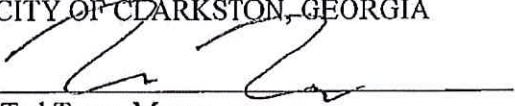
1. The mission of the Youth Advisory Council shall be to advise the Mayor, City Council, and City Manager with recommendations and input on how the City of Clarkston might address their needs, community issues, and all other matters affecting youth.
2. The Youth Advisory Council shall review, present, 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.

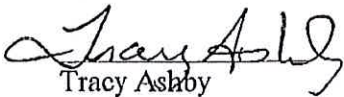
5. All members of the Youth Advisory Council shall be residents of the City of Clarkston from **12 to 18 years of age**.
6. The Youth Advisory Council shall consist of a minimum of five (5) and a maximum of ten (10) Clarkston youth members appointed by the Mayor and City Council member; each City Council 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
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;

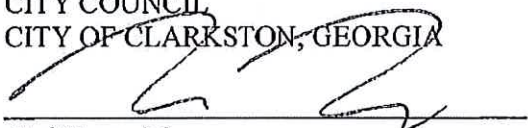
NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Clarkston that the following shall apply to the Clarkston Senior Resident Advisory Committee.

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 with three (3) to be appointed by the Mayor, and five (5) who shall be appointed by a majority vote of the City Council, plus two 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.
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 appointees 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.

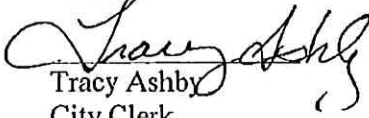
SO RESOLVED, this 6 day of March, 20 18

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA



Ted Terry, Mayor

ATTEST:



Tracy Ashby
City Clerk

Seeking Applicants for Newly Created Clarkston Senior Resident Advisory Committee

At the March 6th Regular Meeting, the Clarkston City Council formed the Clarkston Senior Resident Advisory Committee. The Council understands the valuable and important role that seniors play in creating a sustainable community. The mission of the Clarkston Senior Resident Advisory Committee will be to advise the Mayor, City Council, and City Manager regarding issues affecting Clarkston's senior residents. 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.

The CSRA Committee membership will consist of eight (8) Clarkston resident members (three (3) will be appointed by the Mayor, and five (5) who shall be appointed by a majority vote of the City Council). Additionally, two City Council member (appointed by a majority vote of the City Council) will serve on the CSRA Committee.

All members of the CSRA shall be residents of the City of Clarkston.

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.

The City Council appointees to the Clarkston Senior Resident Advisory Committee shall serve as the primary liaison between the CSRA and the Clarkston City Council and staff.

City of Clarkston residents wishing to be considered for appointment to the Clarkston Senior Residents Advisory Committee must complete and submit an application, along with a letter of interest and resume or statement of qualifications, via email to Tracy Ashby at tashby@cityofclarkston.com. Applications will be accepted until the Committee positions are properly filled.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA,
CREATING A POLICE COMMUNITY TASK FORCE FOR THE PURPOSE OF STUDYING AND
MAKING RECOMMENDATIONS TO ADDRESS POLICE OPERATIONS AND COMMUNITY AND
POLICE RELATIONS WITHIN THE CITY

WHEREAS, the relationship between the community and the Clarkston Police Department (CPD) is an important and valued focus for the City Council, City administration, police leadership, and the citizens of Clarkston; and

WHEREAS, the uniqueness and diversity of the City of Clarkston requires the usage of best procedures and practices to better serve the residents and encourage more community policing; and

WHEREAS, the City Council finds and determines that creating a task force to study and present recommendations to City staff and City Council on matters related to the operation of the Clarkston Police Department and its personnel would be beneficial in addressing community and police relations.

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

Section 1. Purpose: The City Council hereby creates a Police Community Task Force (the "Task Force"). The purpose of the Task Force is to inform Council about the status of police and community relations within the City, and to study and make recommendations related to police operations especially in terms of training, transparency, and oversight. The purpose of the Task Force is not to examine or review or make recommendations on a specific incident.

Section 2. Specific Charge: The initial charge of the Task Force will be the evaluation, discussion and development of recommendations to improve effective and transparent communication between CPD and the community, including recommendations for police training, and police practices and procedures. The Task Force may recommend additional areas to study. City Council may modify, amend, expand, or change the specific charge of the Task Force by resolution so long as the modification, amendment, expansion or change does not assign the review of a specific incident to this Task Force.

Section 3. Term: The initial term of the Task Force for the specific charge stated in Section 2 will be for one (1) year from the date of formal appointment of the Task Force membership. The City Council may extend the term of the Task Force by resolution. If the Task Force completes its charge prior to the end of the term, it may disband.

Section 4. Membership: The Task Force shall consist of no less than nine (9) voting members and no more than fifteen (15) voting members, which shall include one (1) Chairperson who can be an organization representative or individual member. All Task Force members shall be volunteers and shall participate without compensation. All Task Force members shall be required to participate in training on police operations, as established by the City Manager or his designee, related to the Task Force's charge. The term of appointment for members of the Task Force shall be for two years or until the end of the Task Force term, whichever is sooner. In the event the Task Force continues past two years, members can serve an additional two-year term.

(a) Organization Representation: To the extent possible, the Task Force should consist of at least one member from each of the following groups, which representative shall be selected by the organization listed:

- DeKalb County Chapter of the NAACP
- National Organization of Black Law Enforcement Executives (NOBLE)

- Clarkston Community of Faith
 - DeKalb County Public Schools and Clarkston School District
 - Mental Health organization
 - Domestic Violence organization
 - Criminal justice reform organization
 - nonprofit that works with teens
 - Multicultural organization
- (b) Individual Representation: The Task Force should also consist of individuals who are residents but not limited to the City of Clarkston and, to the extent possible, meet the following criteria:
- Individuals with direct experience in the criminal justice system.
 - A lawyer with prosecutorial experience
 - A lawyer with current or recent criminal defense experience
 - Individuals with diversity and inclusion experience.
 - Individuals who work with or volunteer with community service providers that traditionally work with individuals involved in the criminal justice system.
 - Individuals of diverse backgrounds and varying ages.

Section 5. Member Selection: Upon passage of this Resolution, the City Manager will gather names for the organization Task Force members, individual Task Force members and the Chairperson. For individual members, staff can utilize existing systems for selection of members to Boards and Commissions. The Mayor and City Council with assistance from City staff will make recommendations for the Task Force. The City Manager will prepare a resolution for Council for the April 27, 2021 regular City Council meeting to confirm the appointment of the Task Force members and a Chairperson of the Task Force.

Section 6. Work Plan: Within thirty (30) days following appointment, the Task Force shall prepare a work plan and schedule for presentation to the Public Safety and Legal Standing Advisory Committee meeting. At a minimum, the work plan shall set forth the Task Force's roles and responsibilities in the areas with which they have been charged and provide any recommendations for additional areas in the field of critical incident management and training that may be applicable. The Task Force will provide regular updates to the Public Safety and Legal Standing Advisory Committee throughout the term.

Section 7. Staff Support: The City Manager's Office and City Attorney's Office will provide staff support to the Task Force, to include the active and regular involvement of the Chief of Police and members of the Clarkston Police Department. In addition, the City Manager and staff shall assist with bringing in subject-matter experts to speak to the Task Force regarding best practices. The City Manager is authorized to hire a third-party facilitator to work directly with the Task Force.

Section 8. Meetings: Meetings will be held on a regular and timely basis that shall be determined by the Task Force members. Meetings will include members of the Task Force and staff support for the Task Force, as determined by the City Manager and the City Attorney. The Task Force Chairperson or a designee shall prepare an agenda and take minutes at each meeting of the Task Force. Minutes will be forwarded via email to the Mayor and City Councilmembers, as well as the Task Force members and staff support. In addition to input at meetings, the Task Force shall take input from community members and other stakeholders regarding their charge.

Section 9. Final Report: The Task Force shall submit a final report with their findings and recommendations to the Public Safety and Legal Standing Advisory Committee at least sixty (60) days

prior to the end of the Task Force's term. The Task Force shall present a final report to the Mayor and City Council at the end of the Task Force's term.

Section 10. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

SO ORDAINED, this 2 day of March, 2021.

ATTEST:

By

Tracy Ashby, City Clerk

CITY COUNCIL

CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA,
CREATING A POLICE COMMUNITY TASK FORCE FOR THE PURPOSE OF STUDYING AND
MAKING RECOMMENDATIONS TO ADDRESS POLICE OPERATIONS AND COMMUNITY AND
POLICE RELATIONS WITHIN THE CITY

WHEREAS, the relationship between the community and the Clarkston Police Department (CPD) is an important and valued focus for the City Council, City administration, police leadership, and the citizens of Clarkston; and

WHEREAS, the uniqueness and diversity of the City of Clarkston requires the usage of best procedures and practices to better serve the residents and encourage more community policing; and

WHEREAS, the City Council finds and determines that creating a task force to study and present recommendations to City staff and City Council on matters related to the operation of the Clarkston Police Department and its personnel would be beneficial in addressing community and police relations.

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

Section 1. Purpose: The City Council hereby creates a Police Community Task Force (the "Task Force"). The purpose of the Task Force is to inform Council about the status of police and community relations within the City, and to study and make recommendations related to police operations especially in terms of training, transparency, and oversight. The purpose of the Task Force is not to examine or review or make recommendations on a specific incident.

Section 2. Specific Charge: The initial charge of the Task Force will be the evaluation, discussion and development of recommendations to improve effective and transparent communication between CPD and the community, including recommendations for police training, and police practices and procedures. The Task Force may recommend additional areas to study. City Council may modify, amend, expand, or change the specific charge of the Task Force by resolution so long as the modification, amendment, expansion or change does not assign the review of a specific incident to this Task Force.

Section 3. Term: The initial term of the Task Force for the specific charge stated in Section 2 will be for one (1) year from the date of formal appointment of the Task Force membership. The City Council may extend the term of the Task Force by resolution. If the Task Force completes its charge prior to the end of the term, it may disband.

Section 4. Membership: The Task Force shall consist of no less than nine (9) voting members and no more than fifteen (15) voting members, which shall include one (1) Chairperson who can be an organization representative or individual member. All Task Force members shall be volunteers and shall participate without compensation. All Task Force members shall be required to participate in training on police operations, as established by the City Manager or his designee, related to the Task Force's charge. The term of appointment for members of the Task Force shall be for two years or until the end of the Task Force term, whichever is sooner. In the event the Task Force continues past two years, members can serve an additional two-year term.

(a) Organization Representation: To the extent possible, the Task Force should consist of at least one member from each of the following groups, which representative shall be selected by the organization listed:

- DeKalb County Chapter of the NAACP
- National Organization of Black Law Enforcement Executives (NOBLE)

- Clarkston Community of Faith
 - DeKalb County Public Schools and Clarkston School District
 - Mental Health organization
 - Domestic Violence organization
 - Criminal justice reform organization
 - nonprofit that works with teens
 - Multicultural organization
- (b) Individual Representation: The Task Force should also consist of individuals who are residents but not limited to the City of Clarkston and, to the extent possible, meet the following criteria:
- Individuals with direct experience in the criminal justice system.
 - A lawyer with prosecutorial experience
 - A lawyer with current or recent criminal defense experience
 - Individuals with diversity and inclusion experience.
 - Individuals who work with or volunteer with community service providers that traditionally work with individuals involved in the criminal justice system.
 - Individuals of diverse backgrounds and varying ages.

Section 5. Member Selection: Upon passage of this Resolution, the City Manager will gather names for the organization Task Force members, individual Task Force members and the Chairperson. For individual members, staff can utilize existing systems for selection of members to Boards and Commissions. The Mayor and City Council with assistance from City staff will make recommendations for the Task Force. The City Manager will prepare a resolution for Council for the April 27, 2021 regular City Council meeting to confirm the appointment of the Task Force members and a Chairperson of the Task Force.

Section 6. Work Plan: Within thirty (30) days following appointment, the Task Force shall prepare a work plan and schedule for presentation to the Public Safety and Legal Standing Advisory Committee meeting. At a minimum, the work plan shall set forth the Task Force's roles and responsibilities in the areas with which they have been charged and provide any recommendations for additional areas in the field of critical incident management and training that may be applicable. The Task Force will provide regular updates to the Public Safety and Legal Standing Advisory Committee throughout the term.

Section 7. Staff Support: The City Manager's Office and City Attorney's Office will provide staff support to the Task Force, to include the active and regular involvement of the Chief of Police and members of the Clarkston Police Department. In addition, the City Manager and staff shall assist with bringing in subject-matter experts to speak to the Task Force regarding best practices. The City Manager is authorized to hire a third-party facilitator to work directly with the Task Force.

Section 8. Meetings: Meetings will be held on a regular and timely basis that shall be determined by the Task Force members. Meetings will include members of the Task Force and staff support for the Task Force, as determined by the City Manager and the City Attorney. The Task Force Chairperson or a designee shall prepare an agenda and take minutes at each meeting of the Task Force. Minutes will be forwarded via email to the Mayor and City Councilmembers, as well as the Task Force members and staff support. In addition to input at meetings, the Task Force shall take input from community members and other stakeholders regarding their charge.

Section 9. Final Report: The Task Force shall submit a final report with their findings and recommendations to the Public Safety and Legal Standing Advisory Committee at least sixty (60) days

prior to the end of the Task Force's term. The Task Force shall present a final report to the Mayor and City Council at the end of the Task Force's term.

Section 10. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

SO ORDAINED, this 2 day of March, 2021.

ATTEST:

By Tracy Ashby
Tracy Ashby, City Clerk

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA
Beverly H. Burks
Beverly H. Burks, Mayor

**A RESOLUTION TO CREATE A CITY OF CLARKSTON
PREVENTATIVE HEALTH TASK FORCE**

2019-021

WHEREAS, the City Council understands that protecting the health and welfare of its residents is of the utmost importance and that preventative health education and treatment are essential to good health outcomes; and

WHEREAS, the City Council desires to create programs and services with community partners to engage residents, health workers, experts and policy makers to create equitable policies, practices, and programs so that every resident of Clarkston can access preventative health education and treatment; and

WHEREAS, the City Council has determined that a Clarkston Preventative Health Task Force could help accomplish the City's health and welfare goals for its residents; and

WHEREAS, the City Council desires to establish the mission and the membership criteria of the Clarkston Preventative Health Task Force and appoint its initial members by means of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the Clarkston Preventative Health Task Force ("CPHTF") is hereby created.

BE IT FURTHER RESOLVED that:

1. The purpose, approach, areas of focus and goals of the CPHTF shall be as set forth on Exhibit "A" attached hereto.
2. The CPHTF shall consist of at least four (4) members and no more than ten (10) members. Members shall serve terms of indefinite duration until they resign or are replaced by methods consistent with this Resolution.
3. One member of the City Council shall be a member of the CPHTF at all times. Such Council member shall be appointed to the CPHTF by the City Council. After the initial appointments made by this Resolution, subsequent members of the CPHTF (other than the City Council member) shall be appointed by the CPHTF.

4. The initial members of the CPHTF shall be:

- Heval Kelli, MD
- Sakib Quereshi, MD
- Mary Helen O'Connor, PhD
- City Council member Laura Hopkins.

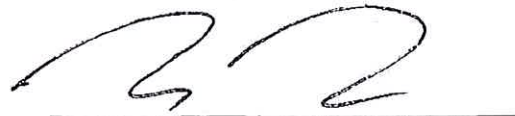
5. Drs. Kelli, Quereshi and O'Conner are hereby designated as co-chairs of the CPHTF.

6. In its first year, the CPHTF shall establish a process to collect nominations for new members and appoint new members, as well as bylaws for conducting its business.

7. The CPHTF shall report to the City Council on its activities and accomplishments at least annually.

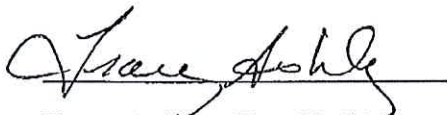
SO RESOLVED, this 1st day of October, 2019

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA



Ted Terry, Mayor

ATTEST:



Tracy Ashby, City Clerk

Clarkston Preventive Health Task Force
Collaborate, Guide & Prevent

I. Purpose:

The Clarkston Preventive Health Task Force is an independent, volunteer panel of experts in chronic disease prevention, primary care, and community health. The purpose of the Task Force is to improve the health of the Clarkston community and surrounding areas by encouraging collaboration, providing an infrastructure for resource sharing, seeking financial and human resource support for healthcare organizations, and providing policy recommendations to city government. The Task Force will offer guidance to organizations, researchers, and professionals in connecting to the community in ethical and responsible ways to address health disparities and provide culturally appropriate preventive education and treatment.

II. Approach:

- a. To form partnerships that address community health problems and needs in order to maximize efficiencies and provide a safety net of care for the most vulnerable community members.
- b. To facilitate communication among community stakeholders, healthcare providers, and community members.
- c. To offer professional guidance for the procurement of resources, ethical research and interventions, and guidelines for the establishment of programs in health promotion and preventive care.

III. Areas of focus:

Preventive Health

- a. Connect the various not-for profit and for profit clinics in Clarkston
- b. Build a collaborative team where of various health providers to communicate and share resources.
- c. Create an online hub for all the health resources available for patients, providers and organizations engaged in Clarkston.

Education:

- a. Guide academic institutions, organizations, and government on serving community members and relevant research and care in Clarkston.
- b. Develop mentorship models and opportunities for inspiring, guiding, and supporting local students from disadvantaged communities to expose them to health careers and opportunities.
- c. Educate community members about preventive health focused on prevalent cardiovascular risk factors and diseases.



IV. Goals:

Objectives and Timeline

Year 1:

- a. Establish a diverse task force focused on prevention.
- b. Host 3 meetings to discuss the plans and goals of the task force.
- c. Seek operational funding to build the foundation of the task force.
- d. Create a website to streamline the health resources in Clarkston.
- e. Draft clear guidelines and a toolkit for institutes, organizations and business for meaningful engagement with the community.
- f. Create an advisory group to guide health prevention in Clarkston.
- g. Develop the collaborative prevention model (Preventive health for All). It will focus on utilizing the low-cost community resources to education about cardiovascular risk factors, recognize their early onset and address them through our collaborative resources.
- h. Provide quarterly presentations to the City Council in regular meetings on activities and progress of the task force.

Year 2

- a. Maintain the model to sustain and update the online platform for health resources
- b. Establish quarterly meetings for the taskforce
- c. Refine and publish guidelines and tool kit on addressing preventive health in Clarkston.
- d. Apply for larger funding to establish a sustainable and scalable model of collaborative preventive health focused on cardiovascular risk factors and diseases (Preventive Health for All).

Year 3-5

- a. Implement Preventive Health for All.
- b. Maintain goals from Year 2.
- c. Create a preventive health fellowship for graduate students focused on our collaborative model with local universities.
- d. Expand partnership to other interested cities across the state and country.
- e. Issue 5 year report on achievement of goals and provide suggestions for extending, changing, or reducing the work of the task force.

Public Art Advisory Committee

The City Council formed the Clarkston Public Art Advisory Committee 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. The Public Art Advisory Committee will work to facilitate access to and appreciation for art and cultural heritage and enjoyment of public places.

The Clarkston Public Art Advisory Committee membership will consist of Ten Clarkston resident members - Four (4) will be appointed by the Mayor, and Six (6) who will be appointed by the City Council. Additionally, one City Council members will serve on the Public Arts Committee and will act as the primary liaison between the Public Art Advisory Committee and the Clarkston City Council and staff.

Residents of the City of Clarkson, 18 years of age and older, may submit [an application for Public Art Advisory Committees](#).

All appointments to the Public Art Committee shall be for a two year term. Members may be removed or replaced at the discretion of the Mayor or City Council, consistent with the original appointing authority.

The Public Art Advisory Committee is tasked:

- Advise the Mayor, City Council, and City Manager with recommendations on the arts for approval.
- 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
- will recommend art projects that may be implemented within the City and collect data and disseminate information on city art in other communities for further development of art initiatives
- will work to promote private-public partnerships for the benefit of art along trails, streets, and within public parts

City of Clarkston residents wishing to be considered for appointment to the Clarkston Public Art Advisory Committee must complete the [Public Art Advisory application](#) submit to the [City Clerk](#) Tomika R. Lewis at tlewis@cityofclarkston.com. You may include a letter of interest and resume or statement of qualifications with your emailed application. Applications will be accepted until the Committee positions are properly filled. Please check back for the status of the Committee formation.

RESOLUTION TO CREATE A CHARTER REVIEW COMMITTEE -0602017

SPONSORED BY: MARIO WILLIAMS AND DEAN MOORE

WHEREAS, the City Council understands that it is desirable to conduct periodic reviews of the Clarkston City Charter; and

WHEREAS, the City Council has determined that it is desirable to establish the method of appointment and composition of the Charter Review Committee; and

WHEREAS, the City Council has determined that it is desirable to establish the duties of the Charter Review Committee; and

WHEREAS, the City Council has determined that it is desirable to establish the scope of the Charter Review Committee;

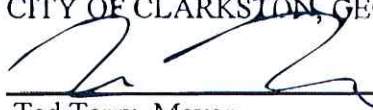
NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Clarkston that the Charter Review Committee is hereby created.

BE IT FURTHER RESOLVED that the following shall apply to the Charter Review Committee for the City of Clarkston.

1. The Charter Review Committee shall consist of seven (7) members. Each member shall serve in such capacity for the duration of this specific review. Five (5) members shall reside in the City of Clarkston and shall be appointed by a majority of a quorum of the Clarkston City Council. Two (2) members shall be current members of the City Council and shall be appointed by a majority of a quorum of the City Council.
2. City of Clarkston residents wishing to be considered for appointment to the Charter Review 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.
3. The Charter Review Committee shall review and provide recommendations to the Clarkston City Council regarding amendments, deletions or additions to Sections 1-5 of the Clarkston City Charter.
4. The Charter Review Committee shall conclude its review and present its written recommendations for any and all proposed amendments, deletions or additions to Sections 1-5 of the Clarkston City Charter to the Clarkston City Council no later than November 1, 2017.

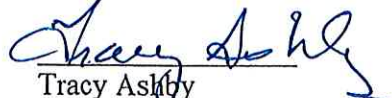
SO RESOLVED, this 6 day of June, 20 17

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA



Ted Terry, Mayor

ATTEST:



Tracy Ashby
City Clerk

STANDING ADVISORY COMMITTEES	INTERESTED CITIZENS	NUMBER	ADDRESS	EMAIL
COMMUNITY DEVELOPMENT & CIVIC INNOVATION	DEBBIE GATHMANN			
	AMY MEDFORD			
	SONYA HEARD			
PUBLIC SAFETY AND LEGAL	BRIAN MEDFORD			
	CURTIS JOHNSON			
HOUSING AND INFRASTRUCTURE	AMY MEDFORD			
TRANSPORTATION AND ENVIRONMENT	DEBBIE GATHMANN			
	ADRIA MARSHALL			
EQUITY, INCLUSION, AND OPPORTUNITY	SONYA HEARD			
	ADRIA MARSHALL			
BUSINESS AND ECONOMIC DEVELOPMENT	ADRIA MARSHALL			

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE APPOINTMENT OF COUNCILMEMBERS TO THE STANDING ADVISORY COMMITTEES.

* * * * *

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

Section 1. That the City Council hereby authorizes the appointment of Councilmembers to the following Standing Advisory Committees: Public Safety and Legal Committee; Transportation and Environment Committee; Housing and Infrastructure Committee; Community Development and Civic Innovation Committee; Business and Economic Development Committee; Equality, Inclusion, and Opportunity Committee. A copy of said appointments 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

Public Safety and Legal Committee

Chair:

Vice-Chair:

Members:

Transportation and Environment Committee

Chair:

Vice-Chair:

Members:

Housing and Infrastructure Committee:

Chair:

Vice-Chair:

Members:

Community Development and Civic Innovation Committee:

Chair:

Vice-Chair:

Members:

Business and Economic Development Committee

Chair:

Vice-Chair:

Members:

Equality, Inclusion, and Opportunity Committee:

Chair:

Vice-Chair:

Members: