



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

Mayor Beverly H. Burks

Councilmembers:

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

CITY COUNCIL WORK SESSION AGENDA

Tuesday, January 31, 2023 - 7:00PM
ZOOM

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

- A.** To discuss a resolution authorizing the renewal of the City Services Agreement with the Clarkston Community Center.
- B.** To discuss a request from CDF for \$10,000 for the Early Learning Task Force.
- C.** To discuss the recommended firm for the Clarkston Greenway Feasibility Study.
- D.** To discuss the recommended firm for the 2022 LMIG Church St. and Lovejoy St. sidewalks project.
- E.** To discuss a resolution to deactivate the Housing Authority of the City of Clarkston.
- F.** To discuss the appointments to the Board to the Urban Redevelopment Agency (URA) of the City of Clarkston.
- G.** To discuss a resolution to deny the claim for damages asserted by claimant Jermarcus Wheeler.
- H.** To discuss a resolution to deny the claim for damages asserted by claimant Jaque Wheeler.

5. OLD BUSINESS

- A.** To discuss amending Chapters 9.5 of the City Code Regarding Service Stations and Chapter 11 of the Code regarding Businesses; To Limit Hours of Operation for Convenience Stores; To Allow Convenience Stores that Maintain Video Surveillance Systems to Acquire a Permit for Expanded Hours or Operation; and Other Purposes.

6. NEW BUSINESS

- A.** To discuss a resolution to authorize the city to purchase 3520 Montreal Creek Court.
- B.** To discuss a resolution appointing Dekalb County Board of Registrations and Elections to conduct the City of Clarkston 2023 General Municipal Election.
- C.** To discuss a request to allocate \$82,800 in ARPA funds for the Amani Women Center Workforce Development Pilot Program.
- D.** To discuss allocating ARPA funds for government services.

7. EXECUTIVE SESSION

8. 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 31, 2023. The public may participate in the meeting by using the following information below:

<https://us02web.zoom.us/j/87201981573?pwd=SnA2QTJ0RGNsTGJzaDdNSjVvNnFCZz09>

Dial by your location

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

Meeting ID: 872 0198 1573

Find your local number: <https://us02web.zoom.us/j/87201981573?pwd=SnA2QTJ0RGNsTGJzaDdNSjVvNnFCZz09>

CITY OF CLARKSTON

ITEM NO: 4A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

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

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

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

NEED/ IMPACT: The City utilizes the CCC 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 _____ 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Lewis, City Clerk

EXHIBIT A

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

This Services Agreement is entered into this 5th day of January, 2023, by and between **CLARKSTON COMMUNITY CENTER, INC.**, a Georgia non-profit corporation doing business at 3701 College Avenue, Clarkston, GA 30021, (hereinafter "CCC") and the **CITY OF CLARKSTON**, a Georgia municipal corporation located at 1055 Rowland Street, Clarkston GA 30021, (hereinafter the "City");

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

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

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

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

1) Services to be provided by CCC:

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

2) Use of CCC by Local Businesses/Residents:

- a) One (1) person or one (1) group residing or working within City limits may contract space in Angola Hall, East Room, West Room, or Conference Room at the CCC within the three-month quarter pending availability of space.
 - i. One (1) person or one (1) group may contract a series of four (4), five (5) or six (6) two-hour weekly classes/meetings every quarter.
 - ii. Should desire for repeat series occur, booking for subsequent series shall occur in the quarter period following the conclusion of the series.
- b) One (1) person or one (1) group may hold two-time, maximum four (4)-hour gathering monthly.
- c) Once reserved, CCC shall not cancel reservations save for emergencies that cause closing of entire Center.
- d) Events requiring sound shall be paid through the city grant, given the funds are available.
- e) Every group or person requesting use of the CCC must make a written request to the CCC and the CCC has the duty to provide the City Manager with a copy of said written request within 48 business hours of the request being received by the CCC to obtain approval by the City Manager or their designee for the use of any or all part(s) of the CCC.
- f) The CCC shall provide quarterly report of allocations to the City no later than the following dates: March 31, 2023; June 30, 2023; September 30, 2023; and December 31, 2023.

- g) If, on ***more than one occasion***, a person/organization is approved to use the CCC but then cancels its scheduled event within 7 days of the scheduled event, that same person/organization is prohibited from using the CCC for any event, for a period of 3 months. A CCC representative shall provide the requesting person/organization with a copy of this rule, in writing, within 24 hours of said request.

3) Use of CCC Facility by City

The CCC shall provide to the City space for training, the State of the City Address, quarterly Town Hall meetings, and other events as needed by the City. Any city official/employee who request CCC space for training, the State of the City Address, quarterly Town Hall meetings, and other events as needed by the city must make a written request to the CCC, and a copy of said request must be provided to the City Manager within 48 hours of the request being received by the CCC.

4) Payment to CCC

In consideration for the services and use of facilities contemplated herein, the City shall pay CCC ten thousand dollars (\$10,000.00). This amount shall be paid in quarterly installments of two thousand five hundred dollars and zero cents (\$2,500) each. The first such payment shall be made not later than February 28, 2023; the second installment shall be paid not later April 15, 2023; the third installment shall be paid not later than July 15, 2023; the fourth installment shall be paid not later than October, 15 2023.

5) Term and Termination

This Service Agreement is for a period of one year from adoption. The Agreement may be renewed on an annual basis by written agreement of the Parties subject to appropriation of funds by the City manager. The Agreement may be terminated without cause by either party via thirty (30) days written notice and if the party seeking to terminate the agreement is the City of Clarkston, City Manager. If either party fails to comply with the terms herein, the CCC, with cause, upon written notice to the City Manager may immediately terminate this Agreement; however, if the City of Clarkston chooses to terminate this agreement due to non-compliance with its terms, the City Manager must provide written notice to the EDirector of the CCC.

SO AGREED, upon the date first written above.

CLARKSTON COMMUNITY CENTER



Luay Sami, Executive Director

Date: 1/5/2023

CITY OF CLARKSTON

Beverly H. Burks, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

CITY OF CLARKSTON

ITEM NO: 4B

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss the request from CDF to allocate \$10,000 for the Early Learning Task Force, Storywalk and Early Learning Information Fair.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

**Councilpersons Jamie Carroll, Awet Eyasu
Shawanna Qawiy, City Manager**

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the request of \$10,000 from CDF for the Early Learning Task Force, Storywalk and Early Learning Information Fair.

NEED/ IMPACT: CDF on behalf of the Early Learning Task Force is requesting to host eight(8) meetings to discuss early learning issues, share information, and plan actions and sponsor the Storywalk Project (\$8,360) and Early Learning Information Fair (\$1,640).

RECOMMENDATION: N/A

Proposal to the City of Clarkston
2023 Proposed City Budget: City of Clarkston Early Learning Task Force

November 28, 2022

CDF Action, on behalf of the City of Clarkston Early Learning Task Force, requests \$10,000 to be included in the 2023 City of Clarkston budget for the Task Force. Task Force activities include (a) hosting at least 8 meetings to discuss early learning issues, share information, and plan actions, and (b) sponsoring two projects, The City of Clarkston Story Walk at Friendship Forest and the City of Clarkston Early Learning Information Fair.

No funds are requested to facilitate the Task Force meetings. Funds are being requested for the two projects.

REQUEST

Story Walk at Friendship Forest: \$8,360

City of Clarkston Early Learning Information Fair: \$1,640

Total request: \$10,000

I. Background and update

A. Story Walk

In 2021, CDF Action, on behalf of the City of Clarkston Task Force, submitted a proposal for City ARPA funding to start up a Story Walk at Friendship Forest. A Memorandum with the City was developed. The city purchased the Story Walk Boards with ARPA funding. The Clarkston Early Learning Task Force, through a committee, developed an evaluation design with the assistance of a consultant, and facilitated the planning, including developing a Story Walk flyer. The ARPA grant was for \$6,370.00. That work was completed by December 2021 and all invoices paid. The proposal, MOU, evaluation design, and report, previously submitted, are available.

In 2022, with no additional funding from the Task Force/City, the following activities were completed:

- Twelve books were selected, and copies purchased with funds from the Stone Mountain Rotary.
- Thirteen Story Walk Boards were installed summer 2022 by the City of Clarkston
- The library was unable to laminate the first book, causing some delay in installation. Alternatives and funding were secured.
- The first book was installed by members of the Committee in early November.
- Guides to accompany the books were developed by a Clarkston resident who also works for the Rollins Center for Language and Literacy.
- A “soft launch” was held November 19, 2022, for Committee members, partners, and their children, attended by 12 adults and 5 children. Photos are available.
- Copies of the first book and the guides will be distributed to Clarkston area early learning and health programs in December. Copies of the book are currently available for loan through the Clarkston Library.
- The Task Force has joined the DeKalb Library Story Book Committee. The Clarkston Story Walk will be listed in their directory.

B. City of Clarkston Early Learning Information Fair

In 2022, the Clarkston Early Learning Task Force sponsored the first Early Learning Information Fair at Indian Creek Elementary School. The event was well attended by families and early learning partners, including Easter Seals North Georgia Head Start, Amani, Early Learning Scholars, Scottdale Early Learning, Giselle Learning Academy, Amazing World of Children, Parents as Teachers, DeKalb County First Steps, CDF Action, and Tinkergarten. IRC brought over 40 families from Afghanistan. \$1,000 received from the city was spend on banners, flyers, and supplies.

II. Proposed 2023 Activities and Budget

A. Story Walk - \$8,360

Activities:

- Maintain the Story Walk Boards at Friendship Forest
- Laminate the pages of each new book and install monthly
- Coordinate the development of the book guides with Rollins Center for Language and Literacy
- Translate the book guides into select languages
- Distribute copies of each book with the guides to Clarkston area early learning and health programs
- Plan quarterly events with targeted groups (e.g., READY School childcare centers
- With Friendship Forest Advisory Committee, develop system of collecting data.

- Serve as a liaison between the project, the city, and the DeKalb County Libraries Story Walk Committee
- Meet quarterly with the Friendship Forest Advisory Committee to plan and monitor activities and to collect/analyze data for the evaluation report.
- Prepare an annual report of activities, recommendations.

Budget:

\$4,800	Story Walk Coordinator (contract with CDF Action)
1,200	Translation of book guides
1,100	Printing and laminating
500	Book purchase
760	CDF administrative costs
\$8,360	Total Request

B. Early Learning Information Fair: \$1,640

Activities: The Task Force and partners will host the second annual Clarkston Early Learning Information Fair, date to be determined (January or February 2023). The purpose of the Fair is to provide information to Clarkston area residents about early learning programs, including Head Start, Georgia Pre-Kindergarten, childcare subsidies (CAPS), childcare programs, and other early learning activities, including the READY School, home visiting, Family Literacy Program, the Story Walk at Friendship Forest, the Clarkston Library, and nature programs such as Tinkergarten. Activities will include free books and children's games.

- Estimated number of partners: 15
- Estimated number of families: 100

Budget:

\$1,640 Total Request: Banners, flyers, supplies. The Task Force will seek additional funding from partners and others

For more information: Roberta Malavenda, CDF Action, 404 3172734; roberta@cdfaction.org

CITY OF CLARKSTON

ITEM NO: 4C

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss the recommended firm for the Clarkston Greenway Feasibility Study.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the recommended firm by the evaluation team for the Clarkston Greenway Feasibility Study.

NEED/ IMPACT: The City of Clarkston was awarded an Atlanta Regional Commission (ARC) Livable Centers Initiative grant in the amount of \$272,000 with a local share (20%) match of \$68,000. Total cost of the project is \$340,000.

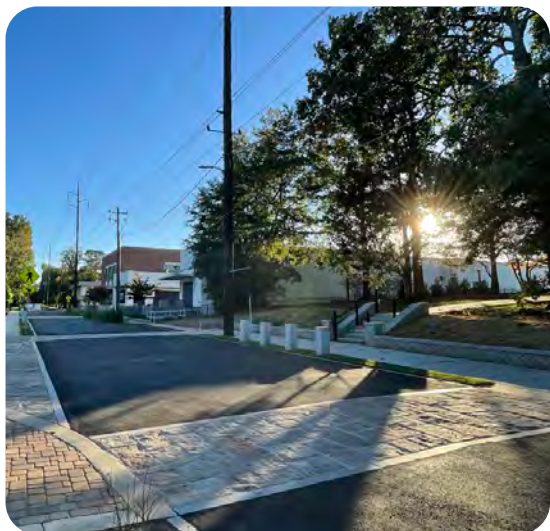
The City of Clarkston initiated a Request for Proposals in November 2022 from qualified vendors to produce the Clarkston Greenway Feasibility Study. The City received four (4) proposals that were reviewed and evaluated by the evaluation team based on the advertised proposal criteria.

After an extensive review process two (2) firms PERKINS + WILL and POND were shortlisted for a final (virtual) interview on January 19th.

The unanimous recommendation by the evaluation team is PERKINS +WILL.

RECOMMENDATION:

Staff recommends PERKINS + WILL to conduct the ARC LCI- Clarkston Greenway Feasibility Study.



REQUEST FOR PROPOSALS (RFP) 2022-2023
CLARKSTON GREENWAY FEASIBILITY STUDY

DECEMBER 12, 2022





COMPANY/FIRM INFORMATION

Company Legal/Corporate Name: Pond & Company

Doing Business as (if different than above): _____

Address: 3500 Parkway Lane, Suite 500

City: Peachtree Corners State: GA Zip: 30092

Phone: 678.336.7740 Fax: 678.336.7744

E-Mail Address: JonesB@pondco.com

Website: www.pondco.com

Remit to Address (if different than above)

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this response:

NAME: Brad Jones, PLA, ASLA

Phone: 404.748.4747 E-Mail Address: JonesB@pondco.com

Day-to-Day Contact (if awarded):

NAME: Brad Jones, PLA, ASLA

Phone: 404.748.4747 E-Mail Address: JonesB@pondco.com

_____ Certified Small Business; Certifying Agency: _____

_____ Certified Minority, Woman, or Disadvantaged Business Enterprise

Certifying Agency: _____

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FORMS

December 12, 2022

City of Clarkston
City Manager's Office
1055 Rowland Street
Clarkston, GA 30021

RE: Zoning RFP # 2022-2023, Clarkston Greenway Feasibility Study | Fee Proposal

Dear Selection Committee Members,

28 years ago, I learned of an effort to convert an abandoned railroad in my home county to a multi-use trail. I contacted the project champions and quickly volunteered my efforts to assist in the planning of the project since it fit right into my field of study in landscape architecture at the University of Georgia. As an intern I prepared grant documents for a Transportation Enhancement project (remember those?) which was eventually applied to the project, that became the Silver Comet Trail. The process to get the public and property owners' support along that segment, in rural Polk County, was difficult by any estimation since there were very few similar projects to point to in the United States, much less Georgia. Eventually, other advocates were building the trail out from Atlanta. The value the trail was bringing to Cobb and Paulding Counties became obvious to property owners, and the improvement to the quality of life, apparent to the public. I still look on my involvement in that project, long before any critical mass of support existed, with pride. It is important to note that the development of the Stone Mountain Trail through Clarkston made trails like the Silver Comet possible. Clarkston can be seen as a model of city-wide support for the social and physical connections greenways bring to the community.

Greenways give communities the opportunity to claim space for new parks, offer access to nature, emphasize healthy living, strengthen local economies, and highlight the natural and unique characteristics of a place. My hope (and my team's hope) is that we review the potential routes for a South Peachtree Creek Greenway and find an alignment that will that serve as an initiative to reclaim space and give people opportunities to see and connect to their community in fresh and different ways. Our highly experienced and collaborative team of landscape architects, engineers, planners, and community engagement partners are excited to see this project through to its completion and are committed to success. We feel our team's qualifications make Pond the ideal design consultant to lead this project.

- We are regional leaders in trail planning and design. We have completed numerous feasibility studies that have led to additional funding and implementation for our clients. We have designed over 1,000 miles of trails.

- We have a team of trail planners and designers that will share their collective knowledge and experience to be responsive to Clarkston's needs and goals for this trail project.
- We have in-house experts for cost estimating, environmental permitting, and project prioritization to help position the city to seek construction funding.
- We have a long history of working in Clarkston, bringing a level of understanding to connecting the varying neighborhoods of the city and its varying cultures, languages, and experiences together.

We are supported by Hummingbird Firm (community engagement) and will oversee this project from both our downtown Atlanta and Peachtree Corners offices. All information enclosed is understood to be complete and accurate. We look forward to having an opportunity to work with the City of Clarkston again!

Pond acknowledges the receipt of Addenda 1-4, in addition to the Response to Questions PDF, posted by the City on the website.

With kind regards,



Brad Jones, PLA, ASLA
Project Manager



Matthew Wilder, PLA, ASLA
Principal Landscape Architect

Pond's work plan is described in the following pages. We have grouped the process for Clarkston's various requested tasks into 4 phases: Discovery, Framework, Inviting Success and Setting the Stage. The graphic below displays the main components and goals of each task listed in the RFP. **Please note that Public Engagement (Task 2) occurs in each of the four phases of our approach.**

Approach Summary

DISCOVERY (Tasks 1 + 2: Existing Conditions and Technical Analysis / Presentations)

1 Establish	- Establish scope and project goals - Facilitate a project kick-off meeting - Create a project schedule
2 Discover	- Conduct site visits and/or stream walks - Perform an environmental desktop screening - Review previous studies/plans completed in project area
3 Analyze	- Accumulate GIS data and create basemaps - Identify key project areas and components - Assess opportunities and constraints
4 Summarize	- Write existing conditions report - Coordinate with client - Prepare for public engagement events

Deliverables: Meeting Minutes, Base Maps, Environmental Desktop Screening, Existing Conditions Analysis

Duration: 4 months

FRAMEWORK (Tasks 2, 3 + 6: Public Engagement / Presentations)

1 Prepare	- Establish goals for public engagement - Create public involvement plan, review with City at kick-off meeting - Identify key stakeholders to be part of the Project Advisory Group (PAG)
2 Collect	- Conduct SWOT analysis with public and PAG - Gather feedback on precedent imagery from the public - Determine preferred alignment with resident and PAG input
3 Utilize	- Create concepts for the path, connections, and crossings that directly incorporate stakeholder input - Identify community-supported elements to include in the action plan - Summarize input in the final project action plan document

Deliverables: Meeting Minutes, Engagement Report

Duration: 6 months

INVITING SUCCESS (Tasks 2 + 3: Public Engagement / Action Plan Report)

1 Evaluate	- Define recommended alignment - Develop cost estimates - Identify green infrastructure and smart technology opportunities
2 Produce	- Create mobility maps - Develop design guidelines 3D perspective renderings
3 Share	- Review alternatives and graphics with stakeholders - Host final open house/online engagement to inform the public - Collect additional feedback

Deliverables: Meeting Minutes, Alternative Alignment Graphics, Typical Sections, Crossing Plans, Placemaking Strategies, Perspective Renderings, Design Guidelines and Smart Tech Evaluation

Duration: 6 months

SETTING THE STAGE (Tasks 4, 5 + 6: Project Deliverables / Executive Summary / Presentations)

1 Refine	- Confirm preferred alignment - Adjust typical sections if needed - Create supplemental renderings
2 Recommend	- Finalize phasing recommendations - Develop implementation and maintenance plan - Develop a final draft document
3 Adopt	- Establish evaluation criteria - Present to required stakeholders - Submit final deliverables to the city

Deliverables: Comprehensive Trail Scoping Document, Preferred Concept Plan Rendering, Implementation Strategy, Phasing Strategy, Opinion of Probable Cost.

Duration: 4 months

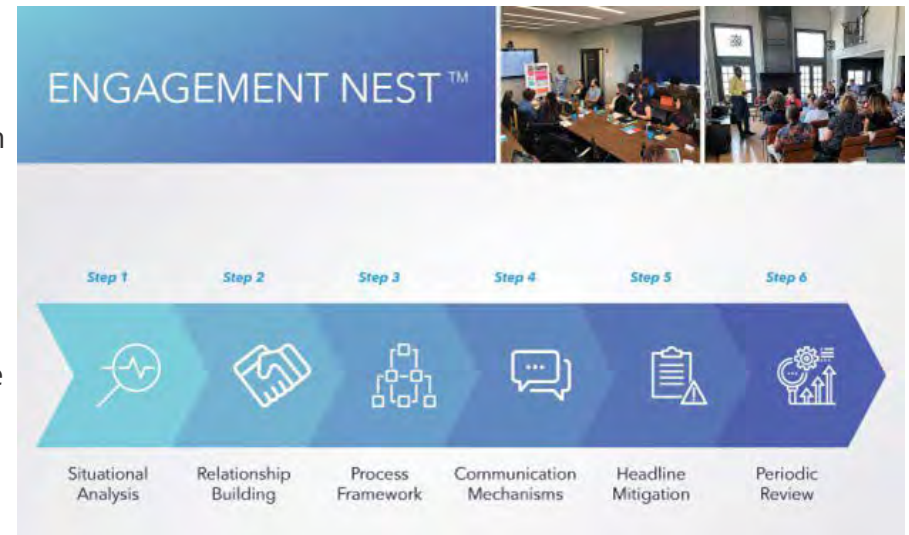
METHODOLOGY

We have reviewed the tasks outlined in the RFP's scope of services. The work elements align with our planning and design process. We intend to develop a tiered methodology in scoping this trail plan.

Project Management, Public Engagement, and Coordination

We have developed a leadership team of Brad Jones (Project Manager), Kat Maines (Deputy Project Manager), and Andrew Kohr (Principal-in-Charge). Public engagement efforts will be led by our partner, Hummingbird Firm, and supported by Pond. Supported by a deep team of trail planners and designers, we can provide individualized attention and responsiveness to Clarkston. This group will champion the process of discovery, vision, framework, and inviting success.

The City has the unique title of being named “the most diverse square mile in America.” This designation exemplifies the very meaning of diverse. It is for this reason that in order to design and implement an inclusive public outreach process it is critical to use Hummingbird's proven Engagement Nest™ approach. Each of these steps are critical to creating an effective outreach strategy with the Project Advisory Group (PAG), Project Management Team (PMT), general public, and elected officials.



- 1. Situational Analysis:** This is where we develop an understanding of the makeup and heartbeat of the community. We want to make sure that we have complete immersion into the rich history that we want to preserve, the current state of affairs, and learn about what the community sees as it's future. Since refugee asylum designated Clarkston as an ideal settlement for refugees the diverse population has bloomed. It is important that we understand how the community defines itself and what they identify as their assets. This step enables our team to intentionally implore culturally competent touchpoints and interaction.
- 2. Relationship Building:** We will educate and engage stakeholders on the Greenway Feasibility Plan by establishing beneficial connections with people and organizations who are active and trusted in their communities. By working closely with the Project Management Team (PMT) and Project Advisory Group (PAG) we will construct an outreach list that will reveal established connections, identify gaps, and bring previously absent segments of the community into the fold.
- 3. Process Framework:** During this step we will determine the best outreach schedule and meeting cadence. The benefit of the Situational Analysis and Relationship Building steps is that we will have received robust feedback from stakeholders on which type, and format

of meetings will resonate the most with the community. Additionally, they will have informed the preferred times of day and support resources that will be required to create a safe space for information exchange. Since over 50% of Clarkston's residents do not drive a vehicle, we believe that the following are essential elements for choosing meeting locations:

- a. Easily accessible
- b. Walking feasibility
- c. Time of day with the most daylight
- d. Translation services
- e. Interpreters on-site
- f. Make hybrid to take advantage of transcription and translation applications via Zoom software
- g. Provide limited shuttle service

4. **Communication Mechanism:** Engagement techniques that enhance the participation of underrepresented communities is our specialty. Our interdisciplinary team is visually and experientially reflective of Clarkston. Our "Outreach Fusion" method where we layer communication tactics and customize them to the unique needs of a particular neighborhood in a culturally competent way has garnered proven results. Clarkston is known as the "Ellis Island of the South." More than half of the population was born outside of the United States and 60 languages are spoken in the city's one square mile. These facts speak to the necessity of meeting people where they are and plugging-in to existing trusted sources to share information about this planning process. The infographic to the right represents some of the tools that we can use for Public Engagement.

5. **Headline Risk:** How does the community feel about the inclusivity of the planning process? We will monitor public sentiment.

6. **Periodic Review:** Is the Public Engagement Plan effective? If not, then we will make adjustments. It's important to be nimble and agile.



PROJECT ADVISORY GROUP

The Project Advisory Group (PAG) will provide input and comments throughout the study process. Members may include city and county partners, the Georgia Department of Transportation (GDOT), the Atlanta Regional Commission (ARC), and other key entities. Coordination with this group will begin with one-on-one or small group interviews in order to gain insight into the needs and potential challenges for successfully implementing the trail corridor. Next, the PAG will be engaged in two in-person, conference call or Zoom/Teams meetings prior to public kick-off and after draft concepts have been created and are ready for feedback.

PROJECT MANAGEMENT TEAM

A Project Management Team (PMT), consisting of relevant city staff, ARC, and the consultant team, will be convened. The purpose of the PMT is to discuss the progress of the process, to brainstorm solutions and strategies to address challenges and needs, and to plan community engagement opportunities at a high level. Engagement with this group will begin with an in-person kick-off once the project commences, followed by monthly conference call, in-person, or Zoom/Microsoft Teams meetings, as appropriate.

GENERAL PUBLIC

We design strategies that make participation with the public convenient, easy, and engaging. We begin by launching an online presence using the Social Pinpoint engagement platform, which uses online surveys, mapping, and other tools to collect input while also serving as a hub for project information. To further our online approach, we will roll out a social media strategy that provides graphics, content, and a posting timeline for Facebook, Twitter, and other useful social media outlets. Complementing the online approach will be opportunities to bring the community together at three points. First, we propose hosting a kick-off meeting to understand the needs, desires, and potential challenges. The second phase of engagement employs a series of Pop-Ups where the public is invited to meet with local municipal staff and elected officials to participate in a variety of activities that empower residents to explore the corridors. Finally, all communities will be brought together for a meeting to review draft concepts and comment on preferred alternatives. Since our goal is to reach as many people as possible, we will use these in-person events to gather footage for a series of videos that document the process and can be easily shared with those who cannot attend. We recognize that Clarkston has a multi-lingual context and will work with community partners and the City to distribute materials in multiple languages.

ELECTED OFFICIALS BRIEFINGS

Engagement with elected officials is a crucial component of the strategy as it ensures that they are brought along during the process and thoroughly understand constituent concerns before alternatives are adopted. Our team will attend an elected official work session at the launch of the project to introduce the process. At the conclusion of the process, we will create briefing materials, including the final concept to be presented by the client and representative PAG members at a future council or commission meeting.

Trail Planning and Design

A Project Work Plan (PWP) will be created at the outset of the project and then folded into an overall project plan. Brad Jones, working in tandem with the Project Management Team, will manage the schedules and development of the trail concept. Our planning and design process is outlined below. The conceptual design analyze the two identified alignments based on available GIS/survey data with a preliminary cost estimate, implementation recommendations and approaches, placemaking and public space strategies, and a summary of public involvement. We will begin this project utilizing available GIS data. We will then create AutoCAD files to perform the design work. This allows us to design in detail and create more accurate cost estimates. We will also utilize Adobe Creative Suite software to graphically illustrate plans and sections, supported by Lumion as a rendering tool. These individual trail “stories” will be assembled in the form of a vision plan (the Greenway Action Plan) that will be made available to the public.



Community Solutions

The greenway plan will be designed to work within the political, environmental, and social context of Clarkston. We will tailor a combination of the following deliverables:

- Executive summary of that will showcase the preferred alignment and supported by graphics and narrative. *This is useful when meeting with public officials or educating the community.*
- Project fact sheets about the route and associated improvements. These are one-page summaries that highlight the design. These can be tailored to explain the trail in various languages and cultural contexts. *These are useful when pursuing grant funding because it includes all relevant information and highlights work performed to date.*
- Two to four-minute videos that narrate the vision and story of the proposed greenway trail. These include interviews, flyovers, graphics, and an overview of the project. *These videos are great to use to educate the public and build momentum.*

APPROACH

Our project approach is summarized into four key phases:

1. **Discovery** – We must first evaluate and understand the land use, the transportation network, the surrounding cultural and natural resources, and needs/wishes of the community.
2. **Framework** – Once we have analyzed the data above, we can develop alternative alignments that are tested via public input and examination.

3. **Inviting Success** – After preferred alignments are identified, we need to finalize the plan by confirming trail elements, costs, and phasing which is communicated through a vision plan and a series of deliverables.
4. **Setting the Stage** – Based on the feedback we collect, we will make final edits to the feasibility study document and provide the final PDF.

The following is our approach to completing the project which incorporates the RFP's six tasks into our four-step process *(note that RFP Task 2: Public Engagement and Task 6: Presentations are integrated throughout our process, but enumerated separately in the enclosed fee sheet).*

DISCOVERY *(Tasks 1 + 2 from RFP)*

Discovery is about beginning the project well, establishing project goals, understanding the project area, and creating trust with the stakeholders and the community.

TASK 1.1: PROJECT KICKOFF

We will begin the project by hosting a kick-off meeting with the PMT to refine the scope. During the meeting, we will accomplish the following:

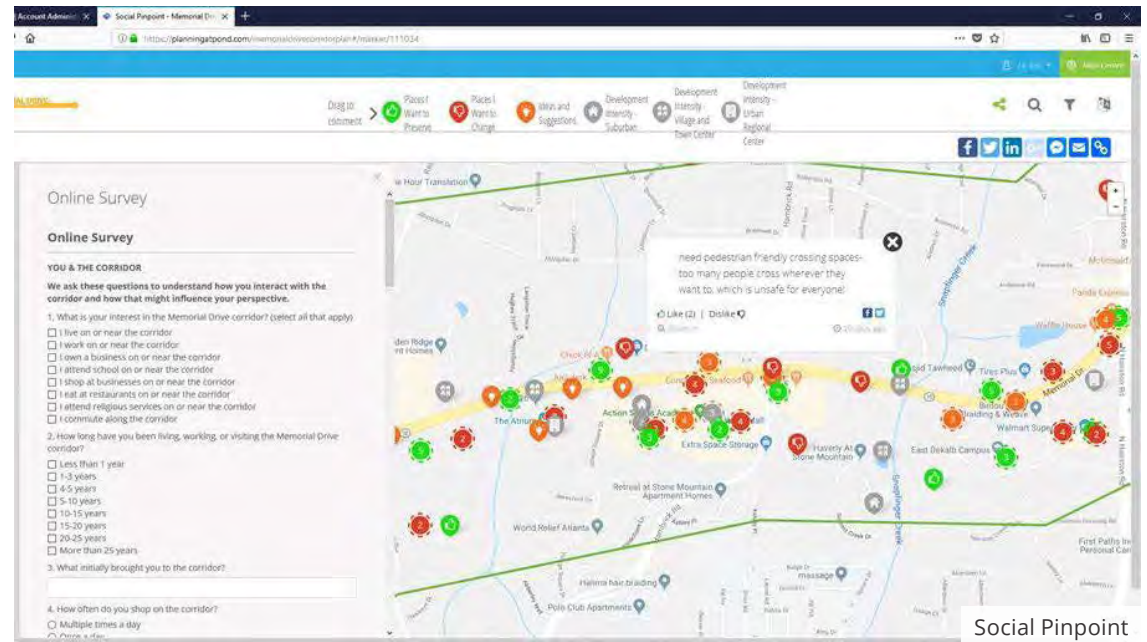
- Review a draft Project Work Plan (PWP) which outlines a draft scope of work, milestones, project schedule, communication protocol, team members, and deliverables.
- Review a draft Public Involvement Plan (PIP) that outlines specific approaches to engaging the community and stakeholders.
- Coordinate transfer of available GIS and digital data to develop a comprehensive basemap for the project corridors.
- Discuss the two identified corridors and the perceived opportunities and constraints of each.
- Clarify the project goals and objectives.

Following the meeting, we will submit the revised PWP and PIP as project deliverables.

TASK 1.2: SOCIAL PINPOINT AND PUBLIC OUTREACH

We will use Social Pinpoint to set up a project website and begin raising awareness about the project. This will allow us to begin receiving feedback early in the process. Throughout the process, we will update the project website and use its interactive features to receive feedback. Public engagement materials will be available on the website in several different languages in order to reach Clarkston's international population. Pond and Hummingbird will work with the City and the PAG to determine appropriate languages, which may include Amharic, Arabic, Burmese, English, French, Nepali, and Swahili. We found this approach to be effective during the Gwinnett County Comprehensive Transportation Plan (CTP) community engagement process. We identified the top languages spoken other than English: Spanish, Vietnamese, Korean, Mandarin, and Cantonese. We then used an online translation service, Stepes, to translate the documents. We worked with local community partners fluent in the languages to review the material for appropriateness and cultural competency. The team will use consistent, targeted outreach to key organizations and contacts, such as:

- Friends of Refugees
- Family Heritage Foundation
- CDF: Collection Action Initiative
- Burmese Rohingya Community of GA
- Rohingya Education & Community Center Inc.
- Christ Community Clarkston
- Clarkston United Methodist Church
- Ethne Health Community Clinic
- Uhuru Dancers
- Clarkston First Baptist Church
- Refuge Coffee Co.
- Tekton Career Training
- Amani Women Center
- Positive Growth Inc.
- Clarkston Community Health Center
- Seventh-Day Adventist Church
- DeKalb County Public Library
- Ethiopian Community Association of Atlanta
- New American Pathways
- Habesha Networks
- Masjid Al-Momineen



TASK 1.3: REVIEW PREVIOUS PLANS

Following the project kick-off, Pond will compile and review information from previous plans. In addition to the Clarkston Parks and Trails Plan, we will want to focus our efforts on other planning initiatives that will provide needed context, such as:

- 2005 and 2015 LCIs
- Comprehensive Land Use Plan and Zoning rewrite
- 2013 ULI TAP report, NRPA walkability study, and 2017 ARC Bicycle safety grant
- Streetscape and SPLOST pedestrian projects plans and related public hearings

We will also review all available GIS data provided and determine where there are gaps in the data and how to best gather the needed information.

TASK 1.4: BASEMAP DEVELOPMENT

Once we have the available data, we will develop a basemap to be used to layout the corridor. We will translate available data into AutoCAD format to facilitate the design process. Pond will also develop analysis maps and infographics that clearly set the stage for the opportunities and constraints within the study area, so that it may be presented to the public for their input and consideration.

TASK 1.5: PROJECT ADVISORY GROUP INTERVIEWS

Once we have completed Task 1.3, we will conduct one-on-one or small group interviews with Project Advisory Group (PAG) members in order to gain insight on the needs and potential challenges for successfully implementing the trail.

TASK 1.6: GROUND TRUTHING AND ANALYSIS

Once Task 1.4 is complete we will conduct a site visit of the project area. Because most of the trail segments are in undeveloped areas or on private property, we will coordinate with the PMT and appropriate city staff prior to accessing the sites. This may also include wading South Fork Peachtree Creek to see the segment in its entirety. In addition to site visits we will examine demographics; complete a multi-modal analysis of the transportation network; review destinations and landmarks along the corridor; validate trail termini; perform desktop environmental analysis to identify potential environmental features that could be affected by the trail, including apparent specimen trees, water features, wetlands, flood plains, historic properties, and endangered species; and review utilities and right-of-way impacts along each trail corridor. We have access to ArcView based geospatial assessment data collection that will serve to identify these features for concept planning use. Once this analysis is complete, we will compile into a series of graphics to be shared with the PMT, PAG, and general public.



TASK 1.7: PROJECT ADVISORY GROUP REVIEWS

Following the analysis, we will review the data with the PAG to seek additional feedback and discuss the first public meeting. All comments will be documented, and appropriate edits made to the analysis graphics. The planning team has accounted for eight of these reviews with the PAG over the course of the project, inclusive of the interviews and concept review.

TASK 1.8: PUBLIC MEETING 1

The first public meeting will be an informal, charette or workshop-style meeting format where we can educate the public, receive feedback on the trail corridors and understand drivers within each community. Real on-line interaction tools such as Pigeonhole live and Social Pinpoint will be key features of this workshop. Comments from the public will be incorporated into the existing conditions summary and supporting graphics.

TASK 1.9: EXISTING CONDITIONS SUMMARY

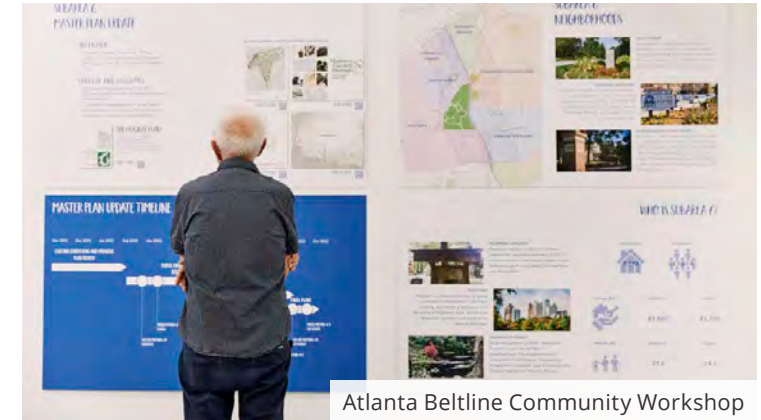
Following the open house, we will create an existing conditions summary and present this to the PMT for review. This will form the basis of the Greenway Action Plan document.

FRAMEWORK *(Tasks 2, 3 + 6 from RFP)*

The Framework phase is about developing alternatives, testing these alternatives, and identifying preferred alignments.

TASK 2.1: POP-UP EVENTS

Phase 2 will begin with a series of Pop- Ups where the public, municipal staff, and local officials can interact with each site utilizing walking/ biking tours, incorporating technology to envision a trail segment, or participating in manual activities like Living Infographics that also create dynamic public art. We find that pop-up events take advantage of ready-made audiences, they are key to talking with people in an environment that is comfortable to them. We will search for festivals, school events, neighborhood meetings, etc., to share information. Our “Meeting-in-a-Bag” is a way for interested stakeholders to share information themselves at their own meetings. It is comprised of materials such as, but not limited to, a presentation, fact sheet, sign-in sheet, and a survey. This will build support for the conceptual greenway route and design, and graphic elements.



TASK 2.2: TECHNICAL ANALYSIS AND ALTERNATIVES DEVELOPMENT

We will begin the trail design by developing initial concepts based on the results of the existing conditions analysis. During this process, we will also be identifying access points, intersection and pedestrian crossings, locations for trailheads, and placemaking features (including signage). We will represent these alignments graphically through easy to read site plans, supported by cross- sections, diagrams, and photographs. This will help communicate our design solutions to the general public, PAG, and PMT. Once the draft concepts have been developed, we will meet with the PAG and PMT to review the concepts to seek additional feedback so we can advance the designs. Comments from PAG and PMT members will be incorporated into the preferred trail alignment.

TASK 2.3: CITY STAFF MEETINGS

The planning team will be available for up to 25 regularly scheduled project update meetings with City staff.

Task 2.4: PROJECT MANAGEMENT TEAM MEETINGS

We intend to hold monthly meetings with the PMT, up to twenty, but recommend increased frequency as bi-weekly phone calls if required to address challenges more quickly and remain on schedule.

INVITING SUCCESS *(Tasks 2 + 3 from RFP)*

Inviting Success focuses on completing this portion of the project well and identifying a path forward for implementation.

TASK 3.1: REFINE PREFERRED ALTERNATIVES AND GREEN/SMART TECH EVALUTAION

The design team will refine the alignment in AutoCAD. The alignment will be at a 15% completion level, and sufficiently detailed enough to support cost estimation and phasing recommendations. This will be used to create a rendering for final deliverables, cross-sections, and detailed cost estimates. We will develop a compilation of best practices related to smart technology as it relates to pavement and site features and how it can be implemented within the trail corridor.

TASK 3.2: PREPARATION OF A PRELIMINARY COST ESTIMATE

Once refinement is complete, we will develop a detailed cost estimate (including utilities, ROW, and contingency) for the preferred alternative. The cost estimate will be detailed and, if needed, will be aligned with the recommendations of Tasks 3.3 and 3.4.

TASK 3.3: DELIVERABILITY ASSESSMENT

Concurrent to 3.1, we will identify a deliverability assessment for the trail. Construction costs, feedback provided to us by PMT and PAG members, and trail design will all factor into this decision. We will present the cost estimates and deliverability assessment to the PMT for review and feedback.

TASK 3.4: PREPARATION OF DESIGN GUIDELINES AND MAINTENANCE PLAN

Concurrent to 3.3, we will develop a series of design guidelines for future segments of the trail and for conditions of trail crossings, intersections, and furnishings. This will be featured with graphics and photo examples and guide the action plan recommendations as well. As a part of this requirements for general maintenance of the greenway corridor will be listed with assumed costs, resources necessary and suggested ecological landscape practices the city can emulate to bring the corridor to a high standard.

TASK 3.5: PREPARATION OF DRAFT GREENWAY ACTION PLAN

A draft Greenway Action Plan document will be prepared to summarize and contain the full details of the process of defining and evaluating the alternatives in coordination with stakeholders and the public and to describe the preferred alternatives. The preferred alignments will be clearly described and documented in a plan and diagram. Illustrative graphics of key areas of the trail will be provided for ease of visualization and understanding. This will be presented to the PMT for review and comment. Once the PMT has had time to review the document, we will hold a meeting to discuss any necessary edits, presentation format and material for the second public meeting, and paths forward for implementation.

TASK 3.6: PUBLIC MEETING TWO

The preferred alignments will be presented at an open house meeting where community members are welcome to provide comment for consideration by the PMT and the planning team.

TASK 3.7 OUTSIDE AGENCY PRESENTATIONS

The project plan will be presented to adjacent agencies in order to spread the word about the project and encourage multi-jurisdictional cooperation to tie the proposed trail into a regional connection, between unincorporated DeKalb County and City of Tucker.

SETTING THE STAGE *(Tasks 4, 5 + 6 from RFP)*

Setting the stage is project finalization — compiling and developing the deliverables and preparing an executive summary. Required public meetings to councils and boards are also intended.

TASK 4.1: FINAL DELIVERABLES

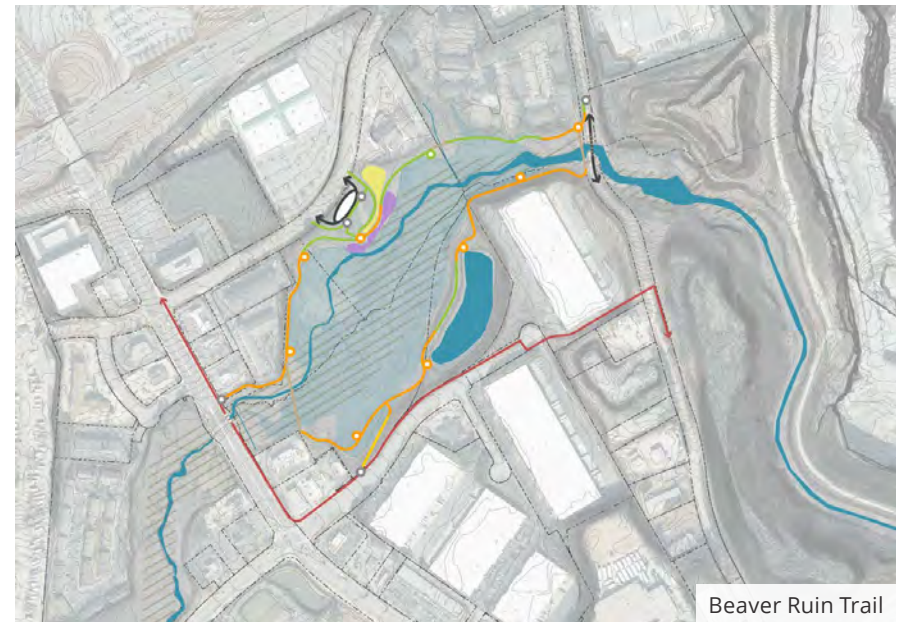
Based on edits received during Task 3.5 and the second community meeting, Pond will make final edits to the feasibility study document. Per the RFP, we will provide the final PDF in 8.5x11 format. This will be supported by conceptual layouts and cross-sections in 11x17 format, Design guidelines, Maintenance Plan, and other design information. We will provide materials in PDF format and will provide the linework in GIS and AutoCAD, as well as any Adobe files. Individual renderings and photo simulations can also be provided as requested.

TASK 4.2: EXECUTIVE SUMMARY REPORT

The Executive summary describing recommendations, public participation and the overall project will be derived from the overall action plan document and provided as an easy to comprehend deliverable.

TASK 4.3: PUBLIC PRESENTATIONS

In addition to the interactive Public Involvement meeting as noted in Tasks 1.8 and 3.6, we will be available for two presentations to Clarkston's Mayor and City Council, and a presentation to the Planning and Zoning Board.

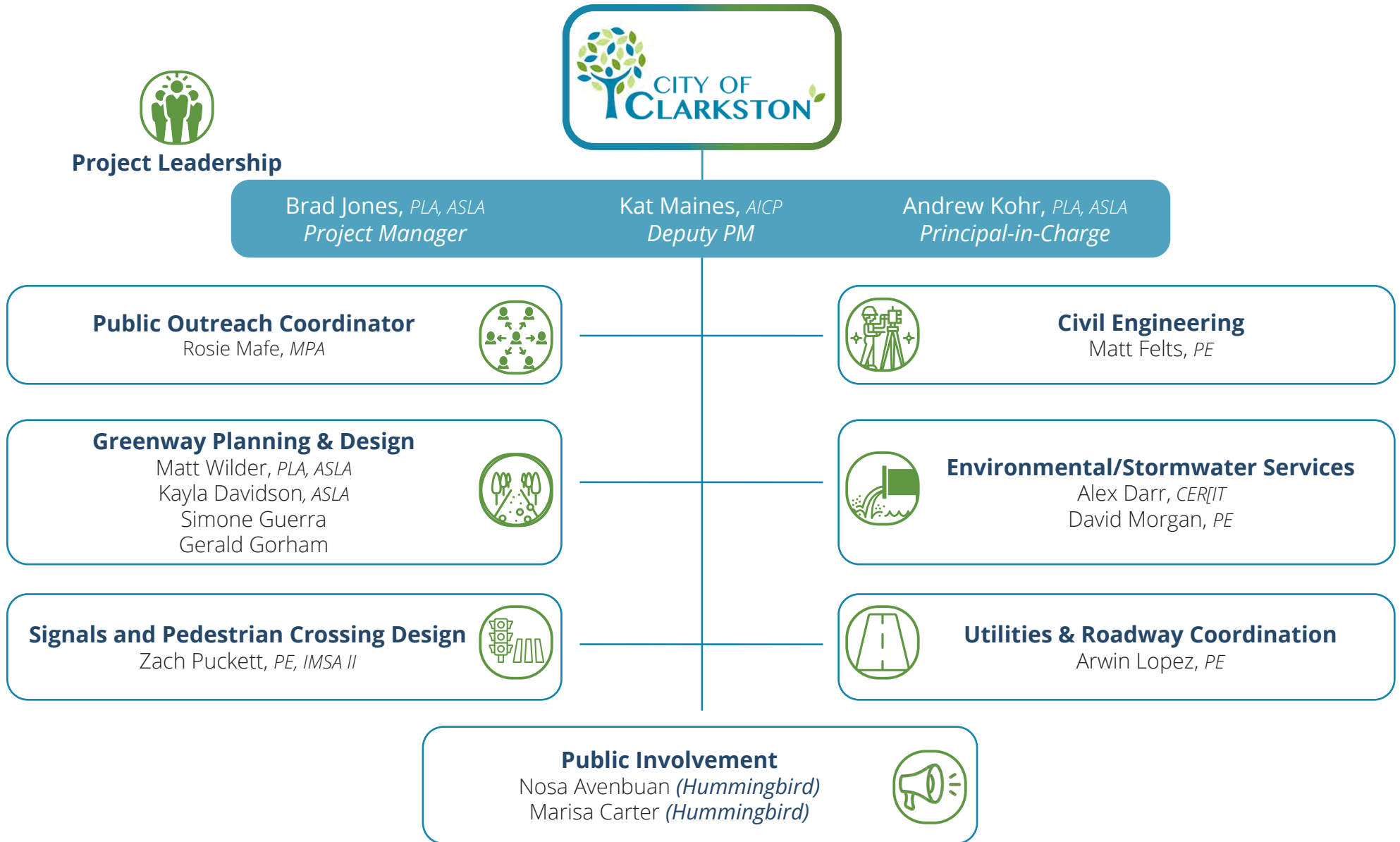


POND'S BACKGROUND AND EXPERIENCE

All told, our team has planned thousands of miles of trails, greenways, and bicycle networks. Hundreds of miles of those trails have been built; from mountain bike trails, to hiking and equestrian trails in numerous state and our county parks, to paved multi-use trails that connect different communities across city, county, and even state lines. When we ask communities what their top priorities are for recreational facilities, the number one answer is resoundingly "trails!"

We take it to heart and work with communities to create the types of trails they need and want, in order to improve quality of life and recreational opportunities. Many trail systems that we have developed are part of, or are in and of themselves, economic generators that attract visitors to communities to walk, run, and ride these trails. We understand the ins and outs of trail design and construction, which greatly enhances our ability to provide highly feasible and realistic trail plans that can easily move forward to implementation. Because we understand the complexities of access to the land, regulatory compliance, and construction techniques, we are able to provide plans that protect the natural beauty of the land while creating safe and accessible trails.





AVAILABILITY: As it is noted in the following resume pages, staff availability is expressed as a percent of the total hours forecast for each of our staff and team members, based on the actual cost of the project. It is a representation of the time they will spend as a proportion of the total budget of the nearly 2400 total man hours proposed.



Brad Jones, PLA, ASLA | PROJECT MANAGER | POND

Brad has more than 25 years' experience in site planning, detailed design, and construction management. With a concentration in municipal and state work, he has assisted many clients in developing plans for parks, streetscape enhancements, and trails that are in harmony with the natural and historical context of the site. His experience also includes facets of urban design and planning, including public involvement workshops and presentations.

Experience

Chattahoochee Camp and Paddle Trail, Project Manager
 Cusseta Rail Trail Vision Plan, Project Manager
 Green Crescent Trail, Project Manager
 AlphaLoop, Project Manager
 Big Creek Greenway Extension, Project Manager
 Willbrooke Trail and Pocket Park, Project Manager
 Jesters Creek Greenway, Project Manager
 Clarkston SPLOST 4 Improvements – Rowland Street, Ponce de Leon/Church Street, Northern Ave Trailhead, Project Manager
 Rome River District Streetscape Improvements, Project Manager

Laredo Drive Pavement Rehab and Multimodal Plan, Project Manager
 Avondale Estates Street Grid Master Plan, Project Manager
 Webb Bridge Road Bike/Ped/Operational Improvements, Landscape Architect
 Findley Plaza Streetscape Improvements, Project Manager
 War Hill Park Master Plan, Project Manager
 Camp Timber Ridge Master Plan, Project Manager
 Richland Creek Reservoir Master Plan, Project Manager
 Riverlands Park Expansion Master Plan, Project Manager



AlphaLoop



Big Creek Greenway Extension

Qualifications & Availability

BLA, Landscape Architecture, University of Georgia, 1995
 Professional Landscape Architect, GA #1229
 GSWCC – Level II Certified Design Professional #31792
 ASLA – American Society of Landscape Architects
Availability: 9%



Enota Park



Morton Road Park



Kat Maines, AICP | DEPUTY PROJECT MANAGER | POND

Kat is a planner who helps communities identify priorities and develop plans with transportation plans, corridor plans, downtown and downtown master plans, walking and biking master plans, trail master plans and feasibility studies, design guidelines, wayfinding, parking studies, and grant writing. Project contexts range from small rural towns to complex urban activity centers. She creates graphically rich plans, with maps, diagrams, and renderings that make change approachable and legible for a wide audience.

Experience

Clarkston Reconnecting Communities Grant Writing Assistance, Grant Writer
Clarkston Parks & Trails Plan* (Clarkston, GA) - Project Manager
Clarkston Zoning Rewrite - Planner
Connect Auburn: A Plan for Auburn's Greenways* (Auburn, AL) - Deputy Project Manager / Planner
Gainesville & South Hall Trail Studies* (Hall County, GA) - Deputy Project Manager / Planner
Alpharetta Parks and Trails Wayfinding Strategy and Design* - Deputy Project Manager / Designer
Empire State Trail* (NY) - Greenway Planner

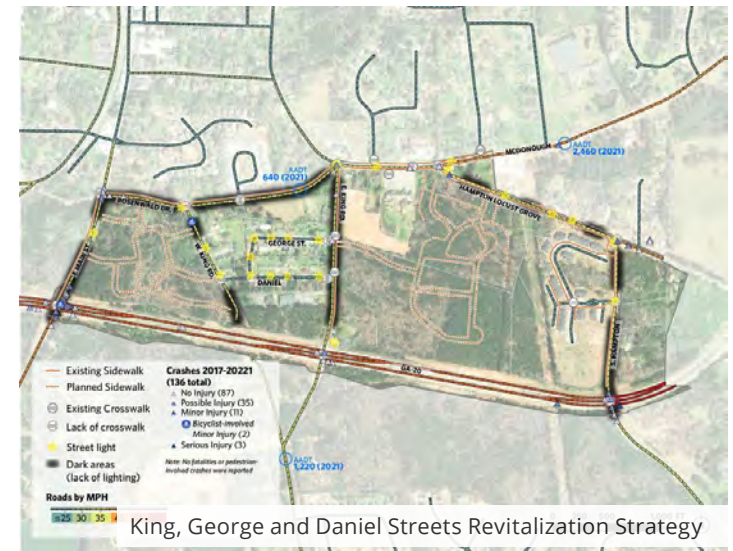
Blueprint 2.0, Transit and Mobility Planner
Cherokee County Comprehensive Plan Update, Planner
City of Sandy Springs City Springs Master Plan Update, Planner
College Park, Supplement Program Management Building Inspection, Planner
DARTS Bicycle & Pedestrian Plan Update
Gwinnett CTP 2021, Planner
Hampton LCI - King, George & Daniel Streets Revitalization Strategy, Mobility Planner

***Project Completed with Prior Firm**



Qualifications & Availability

MS, City & Regional Planning, Georgia Institute of Technology, 2016
BA, Architecture & Urbanism, Smith College, 2012
Availability: 17%





Andrew Kohr, PLA, ASLA | PRINCIPAL-IN-CHARGE | POND

Andrew has a passion for creating great public spaces which connect communities and bring people together. With over 16 years of experience working primarily on municipal projects, Andrew has a strong understanding of how to manage linear projects in both urban and suburban settings. Andrew has managed multiple federally-funded scoping studies and has helped his clients receive over 30 million dollars in federal funding for implementation.

Experience

Rottenwood Creek Trail Scoping Study – Phase 1 & 2, Project Manager
 AeroATL Model Mile Feasibility Study, Project Manager
 Big Creek Greenway Scoping Study Assistant Project Manager + Design Lead
 PATH Lakewood Study, Project Manager
 Pea Ridge National Military Park Trail Master Plan Planning Design Lead
 Lenox Road Complete Streets Phase 1, Project Manager
 Wieuca Rd/Old Ivy Rd Pedestrian Improvements and Placemaking Study, Project Director
 Perimeter Community Improvement District (PCID) Trails Feasibility Study, Project Principal

Wilkinson Street Bike Lanes, Project Manager
 Gateway 85 LCI Greenway Concept Study, Landscape Architect/Planning
 ADID Woodruff Park Strategic Plan Dev, Project Manager
 City of Sandy Springs, Marsh Creek Trail Feasibility Study, Project Manager
 Lombard Park Preserve Trail, Landscape Architect
 Aerotropolis Blueprint 2.0, Project Manager
 Johns Creek Town Center Master Plan, Project Manager
 Gwinnett County Department of Transportation Feasibility Study and Concept Design for The Loop Trail, Project Manager



AeroATL Model Mile



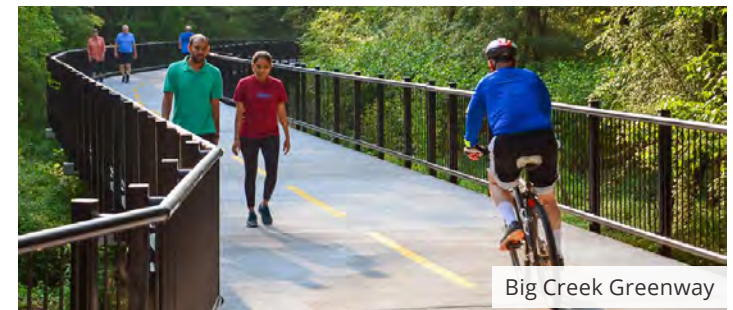
PATH Lakewood

Qualifications & Availability

MLA, Architecture, Ball State University, 2005
 BA, Historic Preservation, Mary Washington College, 2002
 Registered Landscape Architect, GA #LA001614
 PDP Certification, Georgia Department of Transportation
Availability: 1%



Lombard Park Preserve Trail



Big Creek Greenway



Matthew Wilder, PLA, ASLA | GREENWAY PLANNING & DESIGN LEAD | POND

Matthew has spent his entire career developing public spaces, in particular parks and trails throughout the Atlanta metro region and beyond. His experience includes the planning, design, and construction of trails, greenways, and large-scale parks for city, county, and state governments. Matthew has overseen numerous multi-mile trail projects of all scales and complexities, including sections of the Silver Comet Trail, portions of the Atlanta BeltLine Trail, and many other multi-use trail projects throughout Georgia. He is an avid cyclist that has biked 1000s of miles.

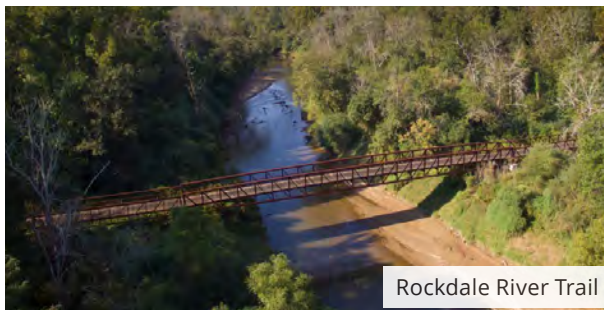
Experience

The AlphaLoop, Principal-in-Charge
 Alpharetta Big Creek Greenway Feasibility Study, Landscape Architect
 Atlanta Beltline NW Corridor Segment 4, Project Manager
 Gwinnett County Open Space and Greenway Master Plan Update, Project Manager
 Master Plan for Multi-use Trails Connecting Conyers and Covington, Project Manager
 Silver Comet Trail, Landscape Architect
 The Emerald Trail, Principal-in-Charge
 Gwinnett County The Loop Trail, Principal-in-Charge
 Don Carter State Park & Equestrian Trails Master Plan, Project Manager

North Oconee East Campus Greenway Design and Engineering, Principal Landscape Architect
 Atlanta BeltLine Northside Trail, Project Manager
 AeroATL Model Mile Feasibility Study, Principal-in-Charge/ / Deputy Project Manager
 PATH Lakewood Study, Principal-in-Charge
 Tribble Mill Park Trails Expansion, Principal-in-Charge
 Cloudland Canyon Connector Trail Master Plan, Project Manager
 Rockdale River Trail Phase E - Design and Engineering, Project Manager
 Rubes Creek Trail Concept Designs, Project Manager

Qualifications & Availability

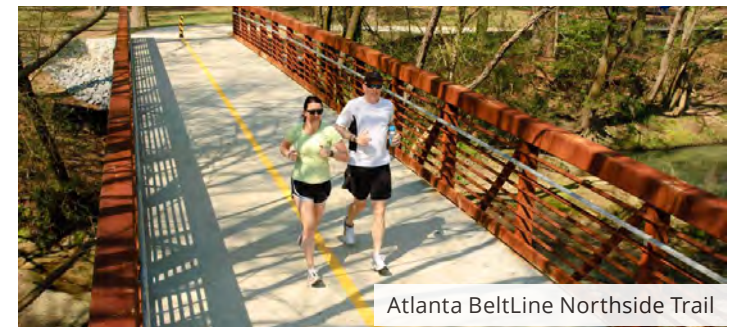
Master of Landscape Architecture, University of Georgia, 2001
 Graduate Certificate, Historic Preservation, University of Georgia, 2001
 GSWCC Lvl II Certified Design Professional, GA #0000015143
 Registered Landscape Architect, GA #LA001386
Availability: 2%



Rockdale River Trail



Rubes Creek Trail



Atlanta BeltLine Northside Trail



North Oconee East Campus Greenway



Rosie Mafe, MPA | PUBLIC OUTREACH COORDINATOR / GREENWAY PLANNER | POND

Rosie is a planner with an eye for graphics and a deep love for community-focused planning. Her experience working as a City Planner for Tucker developed her aptitude for coordinating with and understanding the desires of residents, city staff, and developers. She brings this nuanced insight to her planning and engagement work with Pond, assuring that the community and its needs are always at the forefront of our planning process. Rosie is passionate about providing innovative solutions to the communities she serves, while honoring the unique history and character of the area.

Experience

Winder Downtown Master Plan, Urban Planner

Johns Creek Zoning Code Update, Urban Planner

Foster Forsyth 2022 Comprehensive Plan Update, Urban Planner

City of Tucker Downtown Master Plan*, Project Manager

Gwinnett UDO Residential Zoning Update, Urban Planner

City of Tucker Public Art Policy Research*, Urban Planner

Clarkston Zoning Ordinance Rewrite, Urban Planner

Rabun County Zoning Update, Urban Planner

Rose Hill Cemetery Master Plan, Urban Planner

City of Duluth On-Call Planning Services/Discovery/Recovery, Urban Planner

Hampton LCI - King, George & Daniel Streets Revitalization Strategy, Project Manager

Cherokee County Comprehensive Plan Update, Urban Planner

Cusseta GA Rail Trail and 100 mi Rail Trail Vision Plan, Urban Planner

Dunwoody Edge City, Urban Planner

***Project Completed with Prior Firm**

Qualifications & Availability

MPA, University of Georgia, 2018

BA, History, Piedmont College, 2015

GSWCC – Level IA Fundamentals

'Blue Card'

Availability: 2%



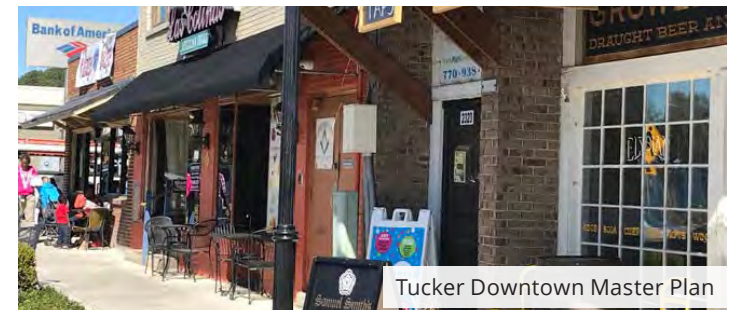
Tucker Downtown Public Art



Winder Downtown Master Plan



Tucker Community Engagement



Tucker Downtown Master Plan



Kayla Davidson, PLA, ASLA | TRAIL PLANNING | POND

Kayla is one of Pond's newest Landscape Architects. She brings a passion for seeking a stronger connection between sustainability and universal design in our built environment. She will assist in the production of landscape planting design, 3D and plan graphics, and conceptual planning for task orders under this contract. Kayla has worked alongside the project team on several greenway and trail projects in the Southeast.

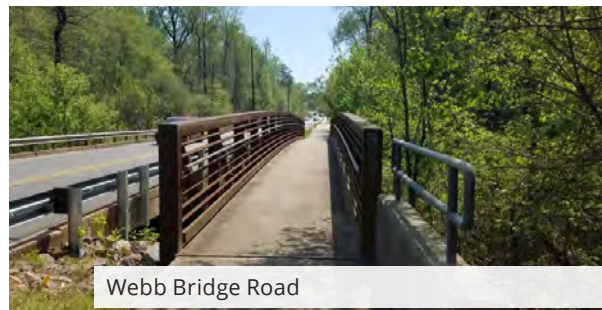
Experience

Perimeter Community Improvement District Trail Assessment, Landscape Architect
 South Fork Conservancy Trail Expansion, Landscape Architect
 Callaway Gardens Campground Feasibility Study, Landscape Architect
 The Emerald Trail, Hogan Street Improvements, Landscape Architect
 City of Duluth, Rogers Bridge Park Trailhead, Restroom Building & Parking Area, Landscape Architect
 Cusseta Rail Trail Vision Plan, Landscape Architect
 Buckhead CID, Lenox Road Complete Streets Phase 1, Landscape Architect

Webb Bridge Road Bike/Ped/Operational Improvements from Big Creek Greenway to Webb Bridge Way, Landscape Architect
 Smyrna Downtown Greenspace Design Landscape Architect
 Fairburn Detention Pond & Greenspace, Landscape Architect
 Tyrone Town Center Master Plan Landscape Architect
 Richland Creek Reservoir Park Master Plan, Landscape Architect
 Atlanta Beltline Incorporated Westside Park Rim Trail, Landscape Architect
 Forsyth County Shady Grove Camp Master Plan Updates, Landscape Architect



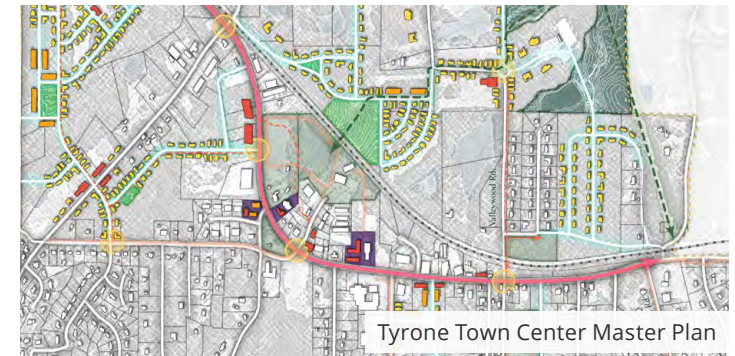
Emerald Trail Hogan Street



Webb Bridge Road

Qualifications & Availability

BLA Social & Environmental Justice, Ball State University, 2021
 ASLA #1178892
Availability: 9%



Tyrone Town Center Master Plan



Atlanta Beltline Westside Park Rim Trail



Simone Guerra | TRAIL PLANNING | POND

Simone supports our landscape architecture and planning team through the development of concept designs, detailed drawings, research and collaboration. She will work with the team to collect data, engage the public, and develop deliverables for the Clarkston Greenway Feasibility Study.

Experience

Chattahoochee Camp and Paddle Trail, Landscape Designer

Bridge Road from North Point Parkway to Big Creek Greenway, Landscape Designer

Paulding County DOT, US 278/SR 6 Corridor Scoping Study, Landscape Designer

South Fork Conservancy Trail Expansion, Landscape Designer

Cherokee County, Comprehensive Plan Update, Landscape Designer

Smyrna Downtown Park Improvements, Landscape Designer

Qualifications & Availability

BLA, Landscape Architecture, University of Georgia, 2022

Availability: 9%



Gerald Gorham | TRAIL PLANNING | POND

Gerald is a landscape designer with a background in architecture. He brings to the team deep technical expertise in REVIT and other technical tools, ensuring that the team is using the best suited technology for efficiency and efficacy.

Experience

Cusseta Rail Trail Vision Plan, Landscape Designer

Callaway Gardens Campground Feasibility Study, Landscape Designer

Chattahoochee Camp and Paddle Trail, Landscape Designer

South Fork Conservancy Trail Expansion, Landscape Designer

The Emerald Trail, Hogan Street Improvements, Landscape Designer

City of Clemson, Green Crescent Trail, Phase 1, Landscape Designer

Qualifications & Availability

MLA, Landscape Architecture, University of Tennessee, 2021

BLA, Landscape Architecture, University of Tennessee, 2019

Availability: 9%



Zach Puckett, PE, IMSA II | SIGNALS AND PEDESTRIAN CROSSING DESIGN | POND

Zach has experience with street improvements and urban roadway design, pedestrian safety, traffic operations analysis, traffic signal design, and Intelligent Transportation Systems (ITS) design with both local municipalities and state agencies. He is familiar with the design standards of the GDOT Plan Development Process (PDP) and has skilled knowledge and technical experience with design and analysis software. Zach has had the opportunity to work at the GDOT Transportation Management Center (TMC) and coordinate directly with the staff.

Experience

Hardy McManus Roadway Improvements & Railroad Crossing, Transportation Engineer

AACID - Virginia Ave SPLOST Intersection Improvements, Project Manager

Clarkston SPLOST, Transportation Engineer

GDOT On-Call ITS/Signal, Transportation Engineer

Davenport Road Extension & Railroad Quiet Zone, Project Manager

Horizon South Parkway Roadway/Pedestrian Connectivity Improvements & Railroad Crossing, Transportation Engineer

SR 140 at Sugar Pike Drive Signal Design & Traffic Engineering, Project Manager

SR 92/Fairburn Road at Anneewakee Road –

Intersection Improvement, Project Manager

Buford Highway SPLOST Sidewalks, Transportation Engineer

GCDOT Norcross to Lilburn Multi Use Trail, Transportation Engineer

City of Duluth Lawrenceville to Pine Needle Pedestrian Connector Trail, Project Manager

Big Creek Greenway Multi-Use Trail, Transportation Engineer

Indian Trail Rd and Jimmy Carter Blvd Ped & Bike Connectivity Study, Engineer

City of College Park Phoenix Trail, Transportation Engineer

Cusseta Rail Trail Vision Plan, Transportation Engineer

Qualifications & Availability

BS, Civil Engineering, Georgia Institute of Technology, 2012

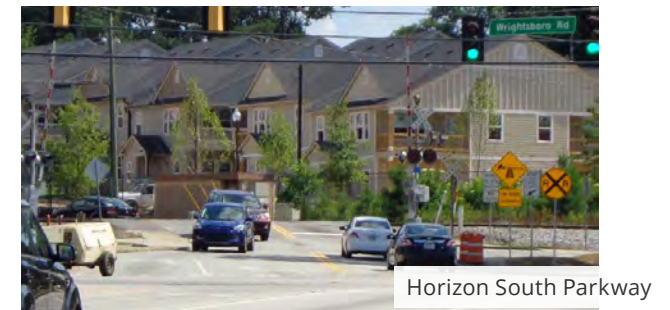
Professional Engineer, GA #042056

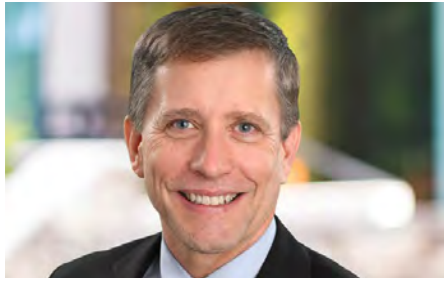
GSWCC Level II, #33175

IMSA Traffic Signal Technician Level II, BD_112031

IMSA Work Zone Temporary Traffic Control Tech

Availability: 2%





David Morgan, PE | ENVIRONMENTAL/STORMWATER REVIEW | POND

David has extensive experience with stormwater management design and stormwater master planning. Specialties include hydrologic and hydraulic modeling, water quality best management practice design, detention and retention design, grading and erosion control design, plan and report production, and public process coordination. Current responsibilities include project management, oversight of design, construction administration, and client relations. David also has extensive experience permitting with local, state, and federal jurisdictions.

Experience

Fayette County Stormwater On-Call Services, Project Manager

City of Chamblee Stormwater Services, Project Manager

City of Roswell Stormwater Utility Master Plan, Project Manager

City of Roswell City Hall Detention Pond Improvements, Project Manager

Pleasantdale Park, Stormwater Design

Stout Park Renovation, Stormwater Design

Kent Road Culvert and Drainage Upgrade, Support Services

Fayette County Cross Creek Trail 168, Project Manager

Fayette County Dogwood Trail Culvert Replacement, Project Manager

City of Clemson Green Crescent Trail, Stormwater Review

Fayette County Pheasant Hill Drainage Improvement Project H&H Study, Project Manager

City of Aiken Stormwater Inventory and Assessment, Project Manager

APS Stormwater Management Inspections, Project Manager

Brookhaven City Hall Conceptual Stormwater Design, Project Manager

City of Milton Providence Park Improvements, Stormwater Design

Qualifications & Availability

BS, Environmental Engineering, University of Florida, 1995

MBA, Finance, Georgia State University, 2003

GSWCC Lvl II Certified Designer, GA #0000011643

PE, GA #27428

Availability: 2%



Stout Park Renovation



Chamblee Stormwater Services



Fayette County Stormwater On-Call Services



Fayette County Stormwater On-Call Services



Matt Felts, PE | CIVIL ENGINEERING | POND

Matt is a civil engineer with over 8 years experience working with municipalities and private clients throughout the Southeast. He has experience working with Pond's PLACE group on trail design and park projects including the Green Crescent Trail and AlphaLoop in Atlanta. Matt will be leading the civil engineering team efforts on this project.

Experience

AlphaLoop, Civil Engineer
 City of Clemson Green Crescent Trail Design, Civil Engineer
 Stout Park Renovation, Civil Engineer
 Buckhead CID, Lenox Road Linear Park and Complete Streets Project, Civil Engineer
 GADNR Red Top Mountain Campground Renovation, Civil Engineer
 City of Duluth Paver Lot Conversion, Civil Engineer
 Dunwoody Nature Center Master Plan Update, Civil Engineer
 Woodruff Park Improvements, Civil Engineer
 Gwinnett County Parking Lot Assessments, Civil Engineer

Davis Drive at Westside Parkway Concepts, Civil Engineer
 High Road Craft Master Plan Study, Civil Engineer
 Perimeter Community Improvement District Trail Assessment, Civil Engineer
 Village Green Park, Civil Engineer
 Perimeter Community Improvement District (PCID) Trail Assessment, Civil Engineer
 Alpharetta Wills Park Equestrian Center Renovation, Civil Engineer
 Stout Park Renovation, Civil Engineer



Qualifications & Availability

BS, Civil Engineering, University of Virginia, 2013
 Professional Engineer, GA # PE044264

Availability: 2%





Arwin Lopez, PE | ROADWAY DESIGN | POND

Arwin has 15 years of experience serving as a Roadway Engineer. He has worked on numerous projects with varying complexities. He has worked on GDOT, County, and local municipal projects from concept phase to final plans and has also provided construction administration support for projects he has designed. Project experience includes sidewalk and intersection improvements, new location, widening of urban and rural roadways, and roundabouts. Arwin has worked on several intersection improvement projects where he has evaluated various intersection configurations.

Experience

Webb Bridge Road Bike/Ped/Operational Improvements from Big Creek Greenway to Webb Bridge Way, Traffic/Transportation Engineer

FDOT D2 SR 18 Trail, Traffic/Transportation Engineer

City of Milton Greenway Connector, Traffic/Transportation Engineer

FDOT D2 Hastings Trail Head, Traffic/Transportation Engineer

Gainesville Green Street Design, Project Manager

Augusta Walton Way Corridor Improvements, Project Manager

GCDOT Norcross to Lilburn Multi Use Trail, Traffic/Transportation Engineer

Forsyth Big Creek Greenway Trail Phs 4 & 5, Traffic/Transportation Engineer

PATH Foundation Westside Trail Phase 2, Traffic/Transportation Engineer

AlphaLoop, Traffic/Transportation Engineer

Brookhaven - Bike Ped & Trail Plan, Traffic/Transportation Engineer

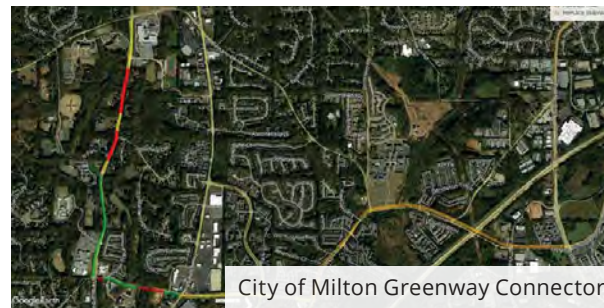
Gwinnett County Department of Transportation Feasibility Study and Concept Design for The Loop Trail, Traffic/Transportation Engineer

Peachtree City - Somerby Path, Traffic/Transportation Engineer

Gwinnett County Department of Transportation Western Gwinnett Bikeway PIB, Traffic/Transportation Engineer



Webb Bridge Road



City of Milton Greenway Connector

Qualifications & Availability

BS Civil Engineering, Florida International University, 2005

PE GA # 038279

Availability: 2%



Gainesville Green Street Design



PATH Foundation Westside Trail



Alex Darr, CERPIT | ENVIRONMENTAL SERVICES | POND

Alex is an environmental scientist and regulatory specialist with experience in linear energy projects, stream restoration, erosion and sediment control, and NEPA documentation. His expertise includes Phase I/II ESAs support, wetland and stream functional assessments, streambank stability assessment, delineation, environmental inspection and compliance, erosion and sediment control permitting and design, water quality sampling and analysis, GPS/GIS systems, agency coordination, and technical writing.

Experience

Duke Mill Creek Stream Restoration, Scientist
Georgia Club Stream Restoration, Stream Restoration Designer

Atlanta Beltline Enota Park Streambank Stabilization, Ecologist/Deputy Designer

City of Augusta Multiple Stream Restoration Concept Design, Stream Restoration Designer

Cherokee County Stream Project, Lead Ecologist/Deputy Designer

Buckhead CID, Lenox Road Complete Streets Phase 1, Scientist

City of Augusta Programmatic Buffer Variance, Scientist

Fayette County, Stormwater On-Call Contract, Scientist

AlphaLoop Stream Repair, Scientist

SR DeSoto Solar Farm Environmental Services, Scientist

Columbia County, Louisville Road Interchange Justification Report (IJR), Scientist

City of Alpharetta, Big Creek Greenway Extension, Scientist

Glover Creek Solar Site Assessment - Noise and Traffic Study, Scientist

Atmos Enery, Long Lane Extension, Scientist

AGL, Pipe Remediation Sites, Scientist

TECO, FGT to Big Bend Design, Scientist

AGL Cumming to Hall Environmental Services, Scientist

Qualifications & Availability

BS, Environmental Technology and Management, North Carolina State University, 2018

Certified Ecological Restoration Practitioner in Training

Rosgen Natural Channel Design Level 1

GSWCC Level 1A Certified Professional

Availability: 2%



Duke Mill Creek Stream Restoration



SR DeSoto Solar Farm



City of Augusta Stream Restoration



AlphaLoop Stream Repair



Nosa Avenbuan | COMMUNITY ENGAGEMENT MANAGER | HUMMINGBIRD

In this role, Nosa formulates facilitation agendas, conceptualizes and implements community engagement activities, and creates infographics to enhance the processes of community engagement meetings and workshops. Using her technical background, Nosa provides data- driven methods to inform situational analyses for community engagement plans. Her studies in life science and toxicology have led to working with diverse communities. She has quickly become an integral part of the team helping with research, project development, and presentation.

Experience

Decatur Town Center Plan 2.0, Community Engagement
MARTA Five Points Station Transformation, Community Engagement
Philadelphia Refinery Legacy Remediation, Community Engagement



Qualifications & Availability

Ph.D. Student , The University of North Carolina at Chapel Hill in the Biological and Biomedical Sciences program (August 2022)
M.S. in Environmental Health Science (concentration in Toxicology), New York University
Availability: 6%



Marisa Carter | COMMUNITY ENGAGEMENT LEAD | HUMMINGBIRD

Marisa has over 10 years of experience in design strategy. Her experience expands across several different arenas including but not limited to presentation design, website design, graphic design, interior design and project design and development. In the role of Community Engagement Lead Marisa takes ownership in applying innovative communication tools (i.e. web, social media, digital and/or video) to effectively communicate key messages to target audiences to shape and improve public engagement products and programs.

Experience

Fenceline Community Engagement Air Permitting Project, Community Engagement
City of Lawrenceville Livable Centers Initiative Update, Community Engagement
Mecklenburg Environmental Justice Study, Community Engagement



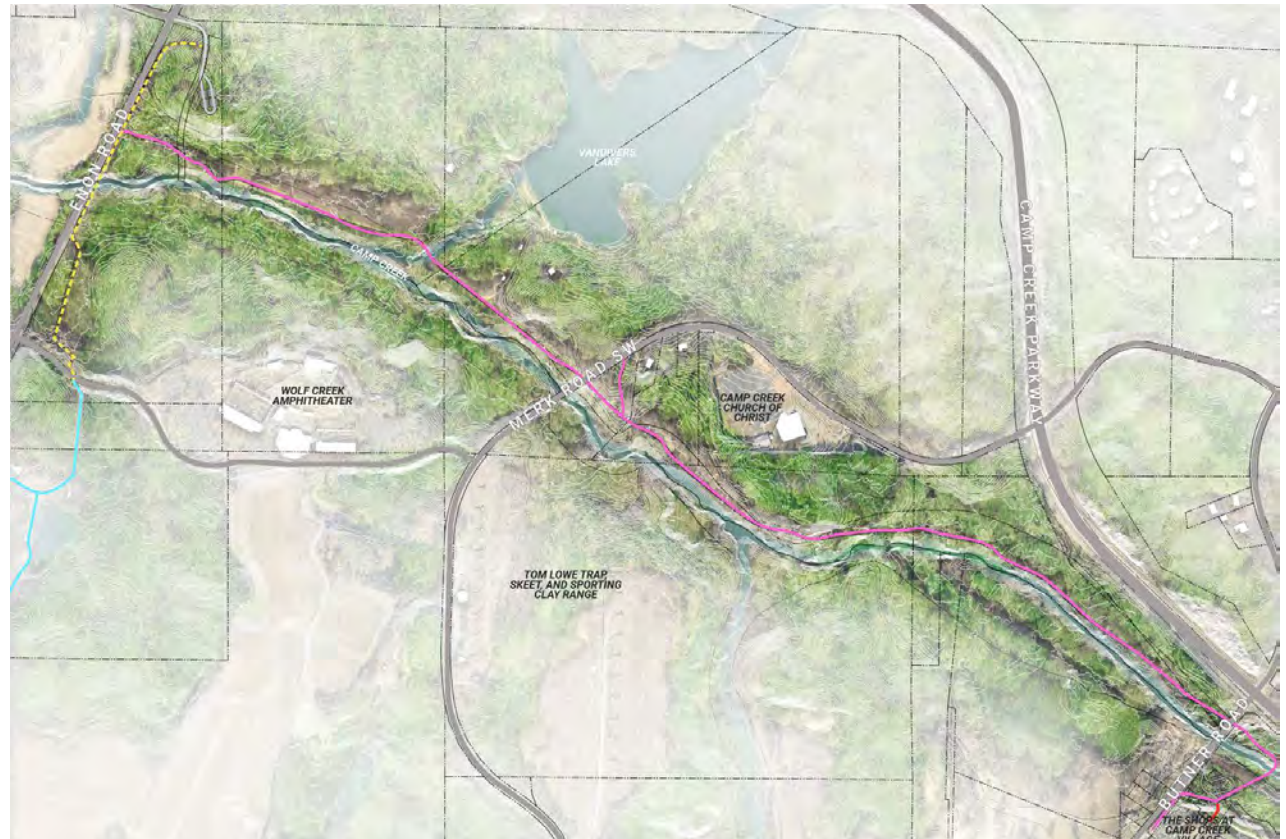
Qualifications & Availability

Master of Fine Arts in Interior Design, Savannah College of Art and Design (SCAD)
Availability: 12%

AEROATL GREENWAY MODEL MILES AND BLUEPRINT 2.0 | Atlanta, GA (2022)

In an effort to advance the AeroATL Greenway Master Plan to the next level of implementation, Pond was selected by the AeroCIDs and the Aerotropolis Alliance to develop Model Mile Greenway Feasibility Studies for seven different communities in south metro Atlanta. Pond worked closely with Atlanta, South Fulton, Clayton County, East Point, Forest Park, Hapeville, and Union City in developing the first segment of a trail network in each of these communities in and around the Aerotropolis study area. Pond created tailored deliverables for each community that included a final comprehensive report, a 15% design-level layout, three-dimensional and virtual reality graphics, and a promotional video. The project also included a robust public engagement strategy with virtual public meetings, biweekly calls with the client, and regular updates with each community. This project was completed in 2021.

Pond was also hired by the Atlanta Regional Commission and the Aerotropolis Alliance to develop their Blueprint 2.0 - a framework for economic development around the airport. This project identifies nodes for future development. This project is expected to be completed by Spring of 2023.



WESTSIDE PARK RIM TRAIL (ATLANTA BELTLINE) | Atlanta, GA (2022)

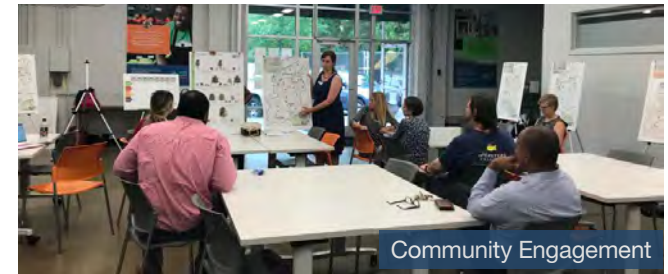
The Westside Park officially opened to the public in the summer of 2021. The first phase of the 280-acre park included parking areas, trails and pathways, a playground, and a grand overlook of the quarry reservoir. Atlanta BeltLine engage Pond in 2022 to plan the Rim Trail, a complete loop around the quarry reservoir within the park. The final proposed trail design includes two paved out and back loops to the north and south of the reservoir, taking advantage of the topography and features of the park to expand the opportunities for visitors to explore and exercise in the park. The full loop around the quarry reservoir is completed by a third trail segment that is a natural surface hiking and fitness trail that traverses much steeper terrain and threads through narrow edges of the park to give more adventurous park visitors a rewarding experience for circumnavigating the reservoir. Pond provided trail planning, phasing and cost estimating services under this Task Order.



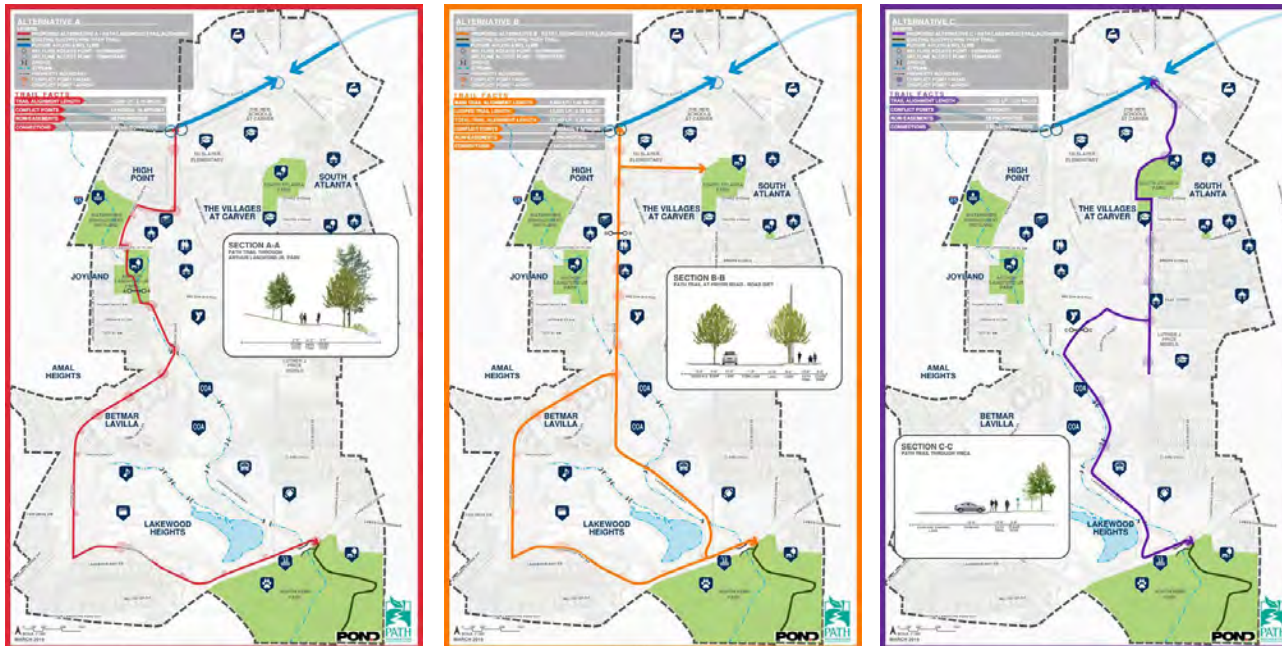
PATH LAKEWOOD TRAIL SCOPING STUDY | Atlanta, GA (2019)

The current Southtowne Trail ends in South Bend Park. Two miles north is the planned Atlanta BeltLine Southside Trail. This project developed a crucial connection in that gap. The project involves the examination of potential trail alternatives to connect neighborhoods, schools, parks, and landmarks via place-keeping and placemaking. The design team worked with an oral historian to collect stories to be retold in the project area, encapsulated in public art linked to the trail.

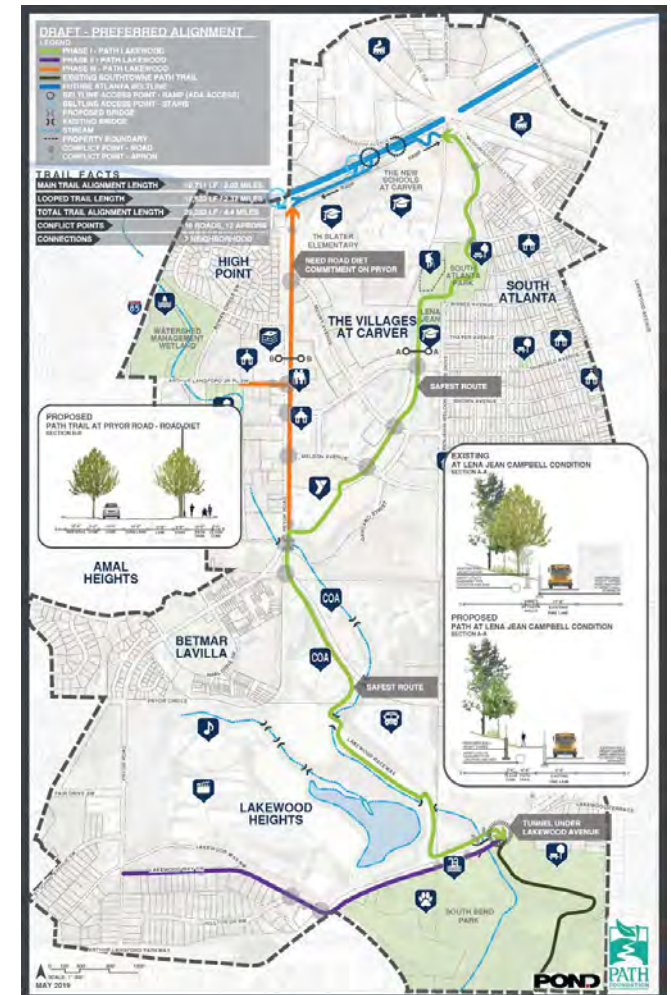
Through the community engagement strategy, we have asked the public to provide their stories, leading to the creation of themed interest groups where more specific insights are gathered. The final deliverable was a Vision Plan and an approved GDOT concept report.



Community Engagement



Alternative Alignments Presented



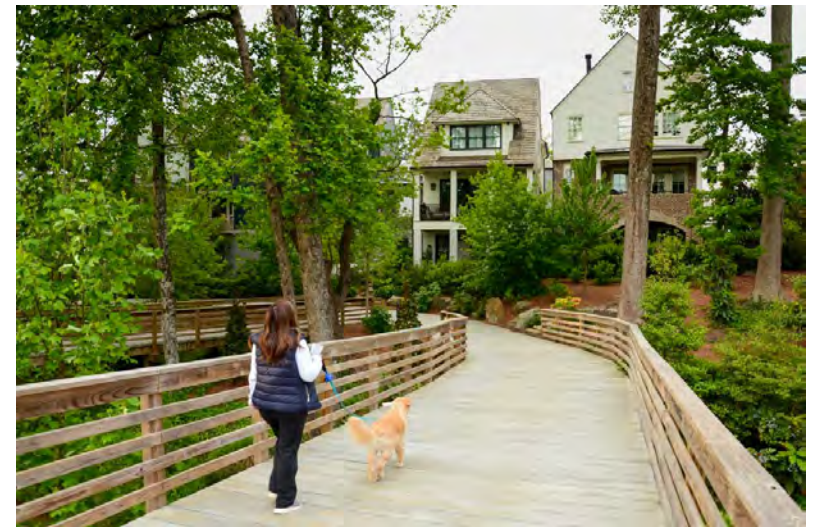
ALPHALOOP | Alpharetta, GA (2022)

Alpharetta is quickly becoming a more walkable and livable City in the metro-Atlanta region. As new street grids with mixed-used office, apartments, retail, and town homes begins to replace former low-density single family residential, the City has recognized the opportunity to build better pedestrian and bicycle facilities.

The City developed a basic framework for the idea of the AlphaLoop, a double ring of multi-use trails encircling the City's Central Business District.

Pond was engaged to develop the idea into a vision plan and designed and engineered the first phase linear park portion of the AlphaLoop in the heart of the City, currently under construction.

The new level of connectivity of this trail will transform how people can move throughout Alpharetta, and as more portions come on line through adjacent development, the City will quickly become one of the most walkable in the metro-Atlanta suburbs.



BIG CREEK GREENWAY TRAIL | Alpharetta, GA (2020)

This project was a two-mile extension of the existing Big Creek Greenway in Alpharetta, Georgia. The new trail included multiple stream crossings and roadway crossings (at-grade and via tunnel).

Tasks included survey, geotechnical exploration, construction documents, bid support, and construction administration. Pond completed field investigations of state waters and wetlands. Hydrological studies were required for all necessary creek crossings. In addition, a flood study was necessary to permit the bridge over streams within a FEMA regulated floodplain. Bridge design/placement and flood study was coordinated to result in a 'no-rise' condition.

This section of trail is the last gap between the Alpharetta Big Creek Greenway and the 15 miles of the Forsyth County Big Creek Greenway.





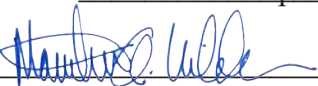
RESPONSE CERTIFICATION

By Signing and Submitting this Response, the Company/Firm certifies that:

- a. It is under no legal prohibition to contract with the City of Clarkston.
- b. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c. It has no known, undisclosed conflicts of interest.
- d. No offer of gifts, payments, or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and/or goods/materials covered by this agreement/contract.
- e. It understands the City of Clarkston may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public/open record request pursuant to Georgia Code and/or Federal Freedom of Information Act.
- f. Respondent hereby warrants to the City that the respondent and each of its subcontractors will comply with and are contractually obligated to comply with all Federal Immigration Laws and regulations that related to their employees.
- g. Respondent certifies that they have not been debarred by any Federal or public agency.
- h. It is current on any and all obligations due the city.
- i. It will accept such terms and conditions in a resulting agreement/contract if awarded by the City.
- j. The signatory is an officer or duly authorized agent of respondent with full power and authority to submit binding offers for the services specified herein.

ACCEPTED AND AGREED TO:

Company Name: Pond & Company

Signature: 

Printed Name: Matthew Wilder, PLA, ASLA

Title: Vice President

Date: 12.9.2022

GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE

BRAD
RAFFENSPERGER[HOME \(/\)](#)**BUSINESS SEARCH**

BUSINESS INFORMATION

Business Name:	POND & COMPANY	Control Number:	J515174
Business Type:	Domestic Profit Corporation	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	3500 PARKWAY LN STE 500, Peachtree Corners, GA, 30092, USA	Date of Formation / Registration Date:	9/30/1985
State of Formation:	Georgia	Last Annual Registration Year:	2022

REGISTERED AGENT INFORMATION

Registered Agent Name:	Christopher Statham
Physical Address:	3500 Parkway Lane, Suite 500, Peachtree Corners, GA, 30092, USA
County:	Gwinnett

OFFICER INFORMATION

Name	Title	Business Address
Bing Gao	Secretary	3500 PARKWAY LN STE 500, Peachtree Corners, GA, 30092, USA
Christopher Statham	CFO	3500 PARKWAY LN STE 500, Peachtree Corners, GA, 30092, USA
Robert Williams	CEO	3500 Parkway Lane Ste 500, Peachtree Corners, GA, 30092, USA

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,

Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pond & Company, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3500 Parkway Lane, Suite 500

6 City, state, and ZIP code
Peachtree Corners, GA 30092

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	8	-	1	6	3	9	1	2	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *R. Wayne G. [Signature]* Date ► **05/19/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

BIDDER INFORMATION	
Company Name: Pond & Company	
Company Address: 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092	
Authorized By (typed or printed name): James McNabb, PE	
Title: Senior Vice President	
Authorized Signature: 	Date: 12.12.2022
Telephone Number: 470.387.8949	
Fax Number : 678.336.7744	
Email Address: McNabbJ@pondco.com	
Company's Web Page: www.pondco.com	

REMITTANCE INFORMATION (where payments should be sent)			
Remit to Name: Accounts Receivable			
Remit to Address: 3500 Parkway Lane, Suite 500			
City: Peachtree Corners	State: GA	Zip: 30092	County: Gwinnett County
Phone: 678-336-7740	Fax: 678-336-7744	Toll Free:	
Contact: Andrea Ball		Email: accountsreceivable@pondco.com	
Tax ID: ☐ SSN		Federal Tax ID 58-1639128	
Business Type: ☐ Individual ☒ Business ☐ Misc.			

PURCHASE ORDER INFORMATION (where purchase orders should be sent)			
Purchase Order Name: Accounts Receivable			
Purchase Order Address: 3500 Parkway Lane, Suite 500			
City: Peachtree Corners	State: GA	Zip: 30092	County: Gwinnett County
Phone: 678-336-7740	Fax: 678-336-7744	Toll Free:	
Contact: Andrea Ball		Email: accountsreceivable@pondco.com	
Payment Terms: Discount _____ % No. Days _____ Net Due _____			
Freight Terms: Ship Via: _____ FOB _____			

MBE/DBE/WBE STATUS (check appropriate box(es))			
☐ African American	☐ Hispanic	☐ Native American	☐ Asian American
☐ Disabled	☐ Veteran	☐ Woman-Owned	☒ Not-Applicable

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Pond & Company
 Address: 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092
 When Organized: 1965 Where Incorporated: Georgia
 How many years have you engaged in business under the present firm name? 24
 Credit available for this contract? N/A
 Contracts now in hand? Approximately 230 (Company-wide)
 Has bidder ever refused to execute a contract at the original bid amount? No
 Has bidder ever been declared in default on a contract? No
 Comments: _____

Company Name: Pond & Company
 Authorized By (typed name): James McNabb, PE
 Authorized Signature: _____
 Title: Senior Vice President Date: 12.12.2022

References

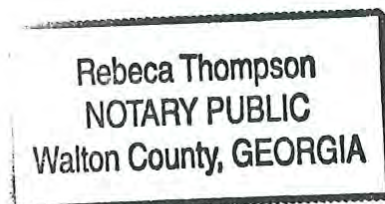
Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
Clarkston SPLOST Projects (2018)	Clarkston, GA	Larry Kaiser	404.909.5619
PCID Trails Feasibility Study (2021)	Atlanta, GA	Ted Rhinehart	260.312.8709
AeroATL Greenway (2022)	Atlanta, GA	Robert Herrig	404.408.4028

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

12 DAY OF Dec, 2022
Rebecca Thompson
 Notary Public

My Commission Expires: 8/3/25
 [NOTARY SEAL]





Attachment “A”

Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☒ , do not ☐ , propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

[illegible]

Pond & Company
Contractor Name



BIDDER MINORITY PARTICIPATION GOAL

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do ☒ , do not ☐ , propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS	TYPE OF WORK	% of Contract
--------------	--------------	---------------

Hummingbird Firm	Public Involvement	26.67%
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Pond & Company
Contractor Name

Attachment "A"
Required Submission Documents

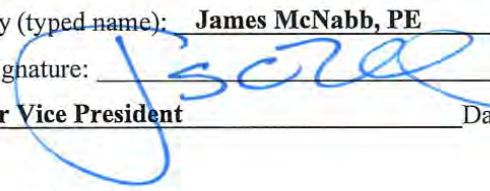
INSURABILITY STATEMENT

Please check appropriate item(s):

- ☒ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Pond & Company

Authorized By (typed name): James McNabb, PE

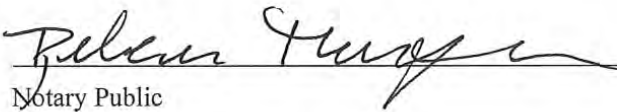
Authorized Signature: 

Title: Senior Vice President Date: 12.12.2022

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

12 DAY OF Dec, 2022 My Commission Expires: 8/3/25

 [NOTARY SEAL]
Notary Public

Rebeca Thompson
NOTARY PUBLIC
Walton County, GEORGIA

Attachment "A"
Required Submission Documents

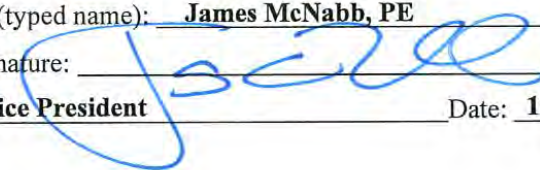
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

- ☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.
- ☒ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.
Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: Pond & Company

Authorized By (typed name): James McNabb, PE

Authorized Signature: 

Title: Senior Vice President Date: 12.12.2022

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

12 DAY OF Dec, 2022 My Commission Expires: 6/3/25

 [NOTARY SEAL]
Notary Public

Rebeca Thompson
NOTARY PUBLIC
Walton County, GEORGIA

Attachment "A"
Required Submission Documents



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: RFP 2022-2023 Clarkston Greenway Feasibility Study

Name of Contracting Entity: City of Clarkston

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to City of Clarkston at the time the subcontractor(s) is retained to perform such service.

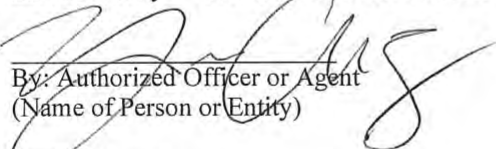
1624450

EEV/E-Verify™ User Identification Number

1/08/21

Date of Authorization

☐ Check if exempt


By: Authorized Officer or Agent
(Name of Person or Entity)

12.9.2022

Date

HR Manager

Title of Authorized Officer or Agent

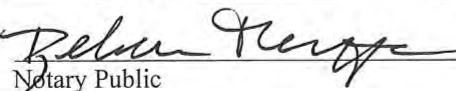
Yesenia Chavez

Printed Name of Authorized Officer or Agent

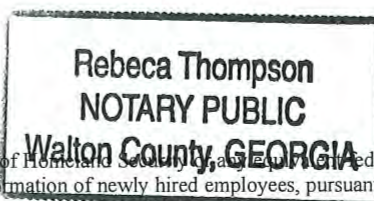
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

12 DAY OF Dec, 2022

My Commission Expires: 8/3/25


Notary Public

[NOTARY SEAL]



* or any subsequent replacement operated by the United States Department of Homeland Security to authorize the federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Attachment "A"
Required Submission Documents



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: Clarkston Greenway Feasibility Study

Name of Contracting Entity: Rumley Solutions, Inc., dba/ Hummingbird

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to City of Clarkston at the time the subcontractor(s) is retained to perform such service.

144804
EEV/E-Verify™ User Identification Number

9/18/19
Date of Authorization

☐ Check if exempt

Makara Rumley Esq.
By: Authorized Officer or Agent
(Name of Person or Entity)

12/1/22
Date

CEO
Title of Authorized Officer or Agent

Makara Rumley
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

7 DAY OF DECEMBER, 2022

My Commission Expires: 03-07-2025

Hannah Mostellar
Notary Public

[NOTARY SEAL]

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.



Attachment "A"
Required Submission Documents



City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021
Tel: (404) 296-6489

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 12th day of December, 2020. 2

Signature of Contractor: 

Title: James McNabb, PE | Senior Vice President

For City of Clarkston Personnel Only:

City of Clarkston Finance Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Finance Director _____ Date _____

Printed Name _____

NON COLLUSION AFFIDAVIT

Date:	12.12.2022
Project:	City of Clarkston
Project #:	RFP 2022-2023
Project Description:	Clarkston Greenway Feasibility Study
Services Provided:	General Contracting
State of:	Georgia
County of:	DeKalb

I, James McNabb having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against City of Clarkston, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

Pond & Company



(Signature)

(Seal)



POND



3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

T: 678.336.7740
www.pondco.com

December 12, 2022

RE: RFP # 2022-2023, Clarkston Greenway Feasibility Study | Fee Proposal

To Whom It May Concern,

Please see below for a summary of Pond's fee proposal broken out by task and hourly rates. For more detail, refer to the attached spreadsheet on the following pages. If you have any additional questions or are in need of clarification, please do not hesitate to reach out to us.

Hourly Rates per Labor Classification										
Principal-in-Charge	Project Manager	Deputy PM	Planner	Public Coordinator	Landscape Architect	Senior Engineer	Engineer	Scientist	QA/QC Manager	Hummingbird Firm
\$205	\$195	\$150	\$102	\$150	\$95	\$195	\$140	\$120	\$220	\$190

Fee Proposal		
Task Description	Pond Fees	Hummingbird Fees
Task 1: Existing Conditions and Technical Analysis	\$46,722	\$3,420
Task 2: Public Engagement	\$60,100	\$71,250
Task 3: Conceptual Plan and Analysis Report Development	\$102,634	\$3,040
Task 4: Prepare Project Deliverables	\$14,674	\$3,040
Task 5: Executive Summary Report	\$9,238	\$3,800
Task 6: Presentations	\$10,098	\$6,365
Expenses	\$1,500	\$5,000
Total Proposed Fee:	\$340,881 (DBE Share: 26.67%)	

Thank you,
Pond

Matt Wilder, PLA, ASLA
Principal-in-Charge

POND

Engineers
Architects
Planners
Constructors
Pondco.com

Principal Kohr	Proj Mgr Jones	Deputy PM Maines	Planner Barnum	Pub Coord Maife	Land Arch Guerra/Gorham	Sr Engineer Puckett	Engineer TR/CV	Env Sci Darr	QC Wilder/Martin	Hummingbird (Avg Rate)	Employee Hours and Cost Totals	
\$ 205.00	\$ 195.00	\$ 150.00	\$ 102.00	\$ 150.00	\$ 95.00	\$ 195.00	\$ 140.00	\$ 120.00	\$ 220.00	\$ 190.00		STANDARD BILLING RATES
Hrs. Task 1 Existing Conditions and Technical Analysis												
2	8	16								2		28 1.3 Review of Previous plans
			16			40						56 1.4 Base map development
4	8	16				40	12	16	40		8	144 1.6 Site Visit - Ground Truthing and Analysis/Intersection-Traffic/Env Screening
2	8	24	40			16				12		102 Existing Conditions Summary
2	12	16									8	38 Internal Meetings - Coordination/Project Management
10	36	72	56		0	96	12	16	40	12	18	368 HOURS SUBTOTAL
\$ 2,050.00	\$ 7,020.00	\$ 10,800.00	\$ 5,712.00	\$ -	\$ 9,120.00	\$ 2,340.00	\$ 2,240.00	\$ 4,800.00	\$ 2,640.00	\$ 3,420.00	\$ 50,142.00	COST SUBTOTAL
Hrs. Task 2 Public Engagement (Tasks as numbered in Approach)												
2	2	8	8								16	36 1.1 Project Kick-off meeting+Prep
	4	12	25	12							110	163 1.2 Social PinPoint development and Public Outreach/Public Involvement Plan
	4	28		4	28						110	174 2.1 Pop Up Events/Non-Traditional Engagement
	8	25		4							25	62 2.3 City Staff Meetings - 25 total
	12	48		4							48	112 2.4 Project Management Team (PMT) Meetings + Prep - 20 Total
	12	48	48	8							48	164 1.5, 1.7, 2.3 Project Advisory Group Interviews/Meetings + Prep - 8 total
												0 1.8 Public Engagement Meeting #1 (Interactive Meeting - See Task 6)
2	6	6	8	8	16						20	66 3.6 Public Engagement Meeting #2 (Per Addendum Q+A)
	6	14	14	8	14						14	70 3.7 Outside Agency Meetings - DeKalb BOC/Tucker Council
2	52	181	95	48	58	0	0	0	0		375	811 HOURS SUBTOTAL
\$ 410.00	\$ 10,140.00	\$ 27,150.00	\$ 9,690.00	\$ 7,200.00	\$ 5,510.00	\$ -	\$ -	\$ -	\$ -	\$ 71,250.00	\$ 131,350.00	COST SUBTOTAL
Hrs. Task 3 Conceptual Plan and Analysis Report Development												
8	40	20	80		60	15	15		2			240 2.2 Alternatives Development + Concept Review
4	4	4	60		80	8	8		4			172 3.1 Refine preferred alternatives
2	12	4			60	4	4		2			88 3.2 Preliminary cost estimates
2	6	4	4			15	15					48 3.3 Deliverability Assessment
2	8	24			60				12			106 3.4 Design Guidelines and Maintenance Plan
2	8	24			60				12			106 3.5 Draft Greenway Concept Study (Action Plan Document)
8	6	8	8		8	8				16		62 Internal Meetings - Coordination/Project Management
16	84	88	152	0	328	50	42	0	34	16		810 HOURS SUBTOTAL
\$ 3,280.00	\$ 16,380.00	\$ 13,200.00	\$ 15,504.00	\$ -	\$ 31,160.00	\$ 9,750.00	\$ 5,880.00	\$ -	\$ 7,480.00	\$ 3,040.00	\$ 105,674.00	COST SUBTOTAL
Task 4 Prepare Project Deliverables												
	8	16	24		16				2	16		82 Final Deliverables
2	8	8	8		8	8						42 Internal Meetings - Coordination/Project Management
2	16	24	32	0	24	8	0	0	2	16		124 HOURS SUBTOTAL
\$ 410.00	\$ 3,120.00	\$ 3,600.00	\$ 3,264.00	\$ -	\$ 2,280.00	\$ 1,560.00	\$ -	\$ -	\$ 440.00	\$ 3,040.00	\$ 17,714.00	COST SUBTOTAL
Task 5 Executive Summary Report												
2	8	16	24						2	8		60 Editing Project Deliverables into Executive Summary Document
	4	8								12		24 Internal Meetings - Coordination/Project Management
2	12	24	24	0	0	0	0	0	2	20		84 HOURS SUBTOTAL
\$ 410.00	\$ 2,340.00	\$ 3,600.00	\$ 2,448.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440.00	\$ 3,800.00	\$ 13,038.00	COST SUBTOTAL
Task 6 Public Presentations (also see Task 2)												
	6	16	24		24				20			90 1.8 Public Engagement Meeting #1 - Charette Workshop - Interactive Session with Social Pinpoint/Pigeonhole Live
		4							5			9 6.1 Mayor/Council Presentation #1 + Prep
		4							4.5			8.5 6.2 Planning/Zoning Board Presentation
		4							4			8 6.3 Mayor/Council Presentation #2 + Prep
	4	4	4		4					20		36 Internal Meetings - Coordination/Project Management
0	6	28	24	0	24	0	0	0	0	33.5	115.5	HOURS SUBTOTAL
\$ -	\$ 1,170.00	\$ 4,200.00	\$ 2,448.00	\$ -	\$ 2,280.00	\$ -	\$ -	\$ -	\$ -	\$ 6,365.00	\$ 16,463.00	COST SUBTOTAL
32	206	417	383	48	530	70	58	40	50	478.5	2312.5	TOTAL HOURS TASKS 1 thru 6
\$ 6,560.00	\$ 40,170.00	\$ 62,550.00	\$ 39,066.00	\$ 7,200.00	\$ 50,350.00	\$ 13,650.00	\$ 8,120.00	\$ 4,800.00	\$ 11,000.00	\$ 90,915.00	\$ 334,381.00	TOTAL COST TASK 1.0-6.0
1%	9%	18%	17%	2%	23%	3%	3%	2%	2%	21%		PERCENT OF TOTAL HOURS - STAFF AVAILABILITY
											\$ 1,500.00	EXPENSES
											\$ 5,000.00	EXPENSES (HUMMINGBIRD)
											\$ 340,881.00	PROJECT TOTAL
											26.67%	DBE Percentage

November 30, 2022 | Updated 12.20.2022

Clarkston Greenway Feasibility Study

Fee Proposal for Master Planning Services
Zoning RFP 10312022

Perkins&Will



Fee Proposal**Hourly Rate Table by Labor Classification**

Labor Classification	Hourly Rate
Perkins & Will	
Managing Principal	\$276
Project Manager	\$144
Lead Planner and Designer	\$276
Landscape Architect	\$151
Project Designer	\$144
Design Support	\$93
Perez Planning + Design	
Lead Trails Expert	\$135
Support Trail Planner	\$100
Sycamore Consulting	
Public Engagement Expert	\$153
Public Engagement Specialist	\$108
Trail Connection, LLC	
Trail Planner	\$135
Purpose Possible	
Funding Expert	\$125

Fee Proposal by Phase

01.	Existing Conditions	\$40,000
02.	Public Engagement	\$135,000
03.	Concept Development	\$80,000
04.	Project Deliverables	\$75,000
05.	Executive Summary	\$5,000
06.	Meetings & Presentations	\$5,000

Total

\$340,000



Cassie Branum, AICP, LEED AP
Principal
404.433.7483
cassie.branum@perkinswill.com

Perkins&Will

November 30, 2022 | Updated 12.20.2022

Clarkston Greenway Feasibility Study

Proposal for Master Planning Services
Zoning RFP 10312022

Perkins&Will



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Attachment "A"
Required Submission Documents

BIDDER INFORMATION

Company Name: Perkins+Will, Inc.	
Company Address: 1315 Peachtree Street NE, Atlanta, Georgia 30309	
Authorized By (typed or printed name): Cassie Branum	
Title: Managing Principal	
Authorized Signature: 	Date: 11.30.2022
Telephone Number: 404.443.7483	
Fax Number : 404.892.5823	
Email Address: cassie.branum@perkinswill.com	
Company's Web Page: www.perkinswill.com	

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: Perkins&Will			
Remit to Address: 410 N. Michigan Avenue, Suite 1600			
City: Chicago	State: IL	Zip: 60611	County:
Phone: 404.443.7500	4	Fax: 04.892.5823	Toll Free:
Contact: Chris Tully		Email: chris.tully@perkinswill.com	
Tax ID: ☐ SSN _____ Federal Tax ID 36-2690384			
Business Type: ☐ Individual ☒ Business ☐ Misc.			

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name: Perkins&Will			
Purchase Order Address: 1315 Peachtree Street NE			
City: Atlanta	State: GA	Zip: 30309	County: Fulton
Phone: 404.443.7500	Fax: 404.892.5823	Toll Free:	
Contact: Chris Tully		Email: chris.tully@perkinswill.com	
Payment Terms: Discount <u>N/A</u> % No. Days <u>30</u> Net Due <u>30</u>			
Freight Terms: Ship Via: <u>N/A</u> FOB _____			

MBE/DBE/WBE STATUS (check appropriate box(es))

☐ African American	☐ Hispanic	☐ Native American	☐ Asian American
☐ Disabled	☐ Veteran	☐ Woman-Owned	☒ Not-Applicable



Gwinnett Way Corridor Vision Plan

Located in Gwinnett County
Experience of Perkins&Will



1

Letter of
Interest

**We are driven to design rich,
Compelling, and loved places.
If given the opportunity, every
member of our team will bring
the very best of themselves and
their drive to create inventive,
forward-looking, and eminently
implementable solutions for
you and your community.**

Proposal Contents

1. Letter of Interest	07
2. Work Plan and Technical Approach	08
a. Project Understanding and Big Picture Approach	10
b. Scope of Services	16
c. Schedule	24
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a. Firm Profiles	28
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4. Forms	80

December 20, 2022

Shawanna Qawiy, MSCM, MPA
City Manager's Office, City Hall Annex
1055 Rowland Street
Clarkston, Georgia 30021

Re: Request for Proposals for the Clarkston Greenway Feasibility Study (RFP 10312022)

Dear Shawanna and the Clarkston Greenway Feasibility Study Selection Committee,

With great enthusiasm, we submit our proposal for the Clarkston Greenway Feasibility Study. We see your efforts to create a city that values walkability, diversity, quality of life, and the environment through strategic, thoughtful, neighborhood-minded planning, and we want to help you achieve the next steps for your future - a feasibility study and plan for expanding the greenway network of Clarkston.

Our team includes a group of planners, designers, communicators, and a funding specialist that all have experience on greenways and large transformational projects both locally and globally. As the project lead, Perkins&Will's Atlanta studio will bring expertise in big visions, creative placemaking, green infrastructure, and connectivity. We will be supported by three key firms: Perez Planning + Design who will bring their expertise in trail feasibility studies, trail implementation, public engagement, and parks design; Sycamore Consulting who will bring their expertise in public engagement and outreach; Purpose Possible will bring their expertise in funding and grant preparation for implementation; Trail Connection, LLC who will bring their expertise in trail construction and implementation. In the following pages, we describe our team in detail, our experience, our work plan and technical approach, and the supporting forms based documentation.

As the Managing Principal for this team, I can confirm that all information contained in the response is complete and accurate. Further, I can certify that sufficient resources in personnel, equipment, and time are available and will be committed to this effort.

Thank you for considering our team for this unique project. We are excited and ready to get to work, and we look forward to hearing from you.

Sincerely,



Cassie Branum, AICP, LEED AP
Principal

Contact Information

404.443. 7483
cassie.branum@perkinswill.com

Management and Design Responsibility Studio Location

Atlanta



Packing District Master Plan

Located in Orlando

Experience of Perkins&Will



2

Work Plan & Technical Approach

J. Bove

This plan will bring forward the missing elements of Clarkston - equitable and social infrastructure that connects people with places across the region.

Clarkston is a community unlike any other. Starting with developing DeKalb County's first public park in 1927, to welcoming refugees from across the world, to local businesses and community groups providing important services, to creating a tiny home village, Clarkston has been at the forefront of many compelling community-building initiatives. We can learn a lot from you and your community to determine the best path forward for planning a trail network the residents will love and use.

Clarkston is known for many things. "A Small Town with a Big Heart. A Community on the Edge of Atlanta. Welcome to the Most Diverse Square Mile in America. Clark Park (Milam Park) opened as DeKalb County's first public park and playground."* A Coffee Shop that does Job Training. An Experimental Village of Tiny Homes. A population where 50% of residents do not drive. Alone each of these identifiers and elements is special - combined they represent a richness that is unique in DeKalb County, the Atlanta Region, the Southeast, and the Country.

We believe Clarkston is a place of community builders - both from the governmental level and the grassroots level. We believe Clarkston is a place of civic innovation through small projects - both from the public sector and the private sector. We believe Clarkston is a place where quality of life comes first - from the city's commitment to both the quality of the public realm and enhanced pedestrian and bike connectivity. We believe Clarkston is a place where the diverse community leads - both in planning and in action.

We understand this Greenway Feasibility Study must build on each of these facets of the city that are active today, while also thinking about how the city transforms in the future. This study will set the framework for how people interact, how neighborhoods connect, and how the city provides access to its regional and commercial corridors. The study must focus on the environment and local ecology, while giving the community access to the city's natural assets. The study must find ways to reflect the diversity of the community and its cultural vibrancy. The study must focus on the user experience and how to create a "smart" trail that is innovative, equitable, and socially relevant. And, last but certainly not least, the study must determine what's feasible and implementable - making recommendations that the city and community can use to change the physical form of Clarkston.

With this understanding and these goals in place, we believe our approach must consider four critical drivers.

We must appreciate and embrace the diverse multi-racial and multi-ethnic voices of the community. We must listen and learn. We understand their needs, their stories, and their ambitions for the future. We must put the correct tools in their hands to help us develop the study as true partners.

We must learn lessons from Clarkston's past and current creative community building projects. We must be true to what makes the city who it is. What has worked? What could work? What's the dream?

We must employ the fundamentals of good greenway design alongside the creative opportunities the city provides to plan an experience of connection and discovery. We must be cognizant of best practices as they are the critical foundation to the built environment. We must also know when to experiment, when to be creative. We must find a balance.

We must develop partnerships and invite others to create inspiring ideas. We must listen and learn. We must build common ground. We must layer concepts and bring all the ideas together into a single actionable plan.

We believe it is important to begin every project not with answers, but with a process for enabling a collaborative, creative, and inclusive environment where experiences, expertise, and dreams can be shared freely.

Planning can be a complex process. Planning has the potential to narrow a universe of potential futures into a single vision with a coherent plan and a path to implementation. We recognize that this is a large, complex feasibility study that will be required to achieve many parallel objectives. It will need to express diversity, exemplify civic ideals, expressing the best that Clarkston and community and can be, while at the same time be grounded in the realities of implementation.

Planning of this kind should embrace the boldest aspirations with healthy pragmatism. We are sensitive to the many layers that will need attention to meet the city's goals while positively impacting each resident at a personal, community, city, and regional level.

We have planning approach with a track record of success. That said, each client, community, site, and project is different. To capture those needs, we work diligently with our clients to design the specifics of how we're going to work together and the key goals

that will drive how we plan. From the RFP, we understand the process that you would like to work through - which we appreciate as its similar to processes from our past - but, of course, your community is unique and this must be tailored to them.

Therefore, we have begun to develop ideas on how to engage with Clarkstonians. These are based on our knowledge of the city, our experience planning with communities, and our ideas for how to ensure our engagement is focused on answering key questions about what a greenway network needs to do for the community. Please consider this a starting point for our conversations with you. No one knows your city better than your team. So, we're considering our ideas as a roadmap for consideration.

Simply put, our engagement principles will drive everything we do.

01.

Open Information

Create an open information setting in which both opportunities and constraints are shared and tracked. This is how you create good partnerships.

02.

Diverse Sources and Settings

Recognize diverse sources of information and the frequent need to find varied ways to communicate findings. Let information flow and stay open to new resources. Don't wait for contact but take the initiative to act.

03.

Listening

Listen often and well. Record and organize comments and responses for easy reference. Then listen again.

04.

Provide Access to Expertise

Bring team members with remarkable experience and capability into direct conversation with public and stakeholder participants ... offering the same to city and agencies.

05.

Process Design

Design the process as carefully as you will design the project. Recognize the value of local expertise, counsel and client perspectives.

06.

Decision-Making

Make clear who will decide, and how we will approach final concept designs with open minds and remarkable resources.

Our roadmap for engaging with you and the community has three major tracks.

Common themes for these tracks will be that we build partnerships with local trusted groups, provide translation services, and meet people where they are.

We will work toward building consensus in the broader community while crafting the basis for agreement among city and regional agencies. For sure, we will have an informed constituency for the future – seeped in accessible open-information resources, knowledgeable about key design features. As previously stated, we imagine the following tools as a starting point for our future discussions.

NOTE #1

These images reflect our work for the City of Atlanta developing the Turner Field Stadium Neighborhoods Livable Centers Initiative (LCI) Plan - the largest and most extensive LCI plan completed in the Atlanta Region to date that paved the way for the redevelopment of the Summerhill neighborhood.

NOTE #2

We are prepared to set aside \$15,000 of our fee for translation services, canvassing labor from community partners, and other engagement techniques that may arise as we work. We want to make sure that Clarkston residents feel comfortable participating and that we can gather meaningful input. **Please see page 16 for a list of potential partners.**

Track #1 **Gather**

Tactics in which the main purpose is to obtain information about the city from community members and help community members understand the greenway network's value.



Big Idea

Let's bring the community and city partners into the potential trail route options to give them a full understanding of the topography and conditions of the South Fork Peachtree Creek and Downtown Clarkston. We can show how these pieces of the network can become part of a larger regional network - connecting Downtown Clarkston, DeKalb County, and Stone Mountain.

When

This could be part of a series of events - guided bike tours with Propel ATL, Saturday tactical urbanism and community event, and/or a series of coffee table discussions at Refuge Coffee Co., to name a few. Each event could be tagged to information gathering or sharing about the trail routes. Eventually, we can mark out key destinations to connect

Track #2 Inform/Educate

Tactics in which the main purpose is to inform community members about current or future plans or technical issues near or on the network.



Big Idea

Translating materials or using an interpreter in-person will be key to educating and hearing from residents from different walks of life and ensuring their comfort in participating in a government-led initiative.

When

All of our printed materials that require feedback will be translated throughout the process. As needed, we will also hire interpreters for public meetings and open houses.

NOTE #3

These are purposely called “Tracks” as we intend to have all of these types of activities happening throughout the planning process.

Track #3 Engage

Tactics in which the main purpose is to encourage community members to engage with the project team and each other regarding the greenway network.



Big Idea

The underlying benefits of early direct engagement begin with listening and recording and building trust. In the course of early meetings and in an open information atmosphere, a common language can be created to democratize understanding of the planning process, and its deep analysis, multifaceted solutions, engineering, landscape architecture, and placemaking. Shared knowledge and a way of expressing ideas can go far to build a constituency.

When

With a common language for community, team and city alike in place, groups can move onto the work of direct engagement - including discussion, working on plans, testing models and applying a range of new tools special to this effort. The result can be the creation of a working relationship and eventually a remarkably informed constituency to champion the trail network through implementation.

Scope of Services

We will work with you and the community to discuss, debate, and ultimately test the feasibility of the greenway network.

We will develop the Greenway Feasibility Study through seven tasks with the public engagement task and presentations and meetings task occurring throughout the process. The following pages outline these tasks in more detail.

Task 01: Existing Conditions

Task 02: Public Engagement

Task 03: Conceptual Planning

Task 04: Deliverables & Implementation

Task 05: Executive Summary

Task 06: Presentations & Meetings

Task 01: Existing Conditions

Our team believes in comprehensive and holistic analysis that goes beyond typical planning processes. We want to truly understand the conditions on the ground – how people move now, how they'd like to move in the future, environmental and ecological concerns we need to address through design, important community institutions, and more. Clarkston has invested significant time and effort into infrastructure improvements, like streetscape upgrades throughout the city, public space improvements around the town center, and the recently completed cycle track. Our analysis will help us find the best ways to connect to and build on these investments.

As indicated in the RFP, we will start our assessment with:

- An examination of existing conditions of potential greenway locations identified in the 2015 Clarkston LCI Plan and the RFP.
- Surveying existing conditions of the two potential greenway locations described in the RFP, including significant old growth trees, topography, right-of-way dimensions, and road crossings.
- Identifying physical constraints, such as topography, lack of right-of-way, impacts to potentially historic properties, environmental features, and locations of utilities.

Previous/Current Plan Review and Assessment

We will conduct a review and assessment of Clarkston, DeKalb County, ARC, and other pertinent plans and feasibility analyses. At a minimum, this will include: the

2015 Clarkston LCI, 2040 Clarkston Comprehensive Plan, Clarkston Active Living Plan, NRPA “Ten-Minute Walk Campaign” Study, and the ULI TAP Report. We will synthesize this assessment into a clear and concise overview of findings that can be shared with the public.

Demographics & Equity Analysis

We will conduct a general demographics analysis using data retrieved from the City and U.S. Census Bureau. This analysis will focus on population change, age, race, sex, household income, occupation, housing, vehicle ownership, and others. This will aid our equity analysis to determine the vulnerable populations that may most benefit from trail connections.

Study Area Review and Assessment

We will conduct a review and assessment of Clarkston's history and conditions today. At a minimum, this will include: placemaking (land use/zoning, open space network, ownership, building network), mobility (street and transportation network), and green infrastructure (topography, hydrology, utilities and associated infrastructure), community resources (points of cultural and social interest, schools, civic institutions, etc.), and historic evolution. We will develop base maps and conduct site visits to get our team oriented to the on-the-ground conditions. We will synthesize this assessment into a clear and concise overview of findings that can be shared with the public.

Opportunity Definition

We will bring together the findings from each review and assessment to synthesize the understanding of opportunities and constraints for the trail options. We will build on this analysis with our ongoing and robust public engagement process (Task 02). We understand that this project is about more than finding and building a trail corridor—it's about providing the missing link in local and regional connectivity for the more than 50% of residents who cannot own a car, addressing resilience and environmental concerns, and continuing the momentum of all of your hard work and investment in the public realm.

Task 02: Public Engagement

Our team believes in the power of stakeholder and community engagement in developing successful plans. Planning with the community has been a key component in our implemented work around the country. We understand that the most critical steps to obtaining that feedback are to develop relationships with the public, and to instill trust in and support for the process.

The goal for stakeholder and community engagement for this project is to create an ongoing dialogue through a series of events and activities designed to:

- Inform and educate stakeholders about the greenway feasibility study and its process;
- Learn from existing community groups and residents about how best to engage and what's important to them;
- Encourage continued participation and positive outcomes;
- Be inclusive of all members of the community;
- Build consensus among different interests; and,
- Use public input to shape the potential trail routes.

We will do so by developing and facilitating a strategic and robust engagement program that employs a variety of formats and tools – tried and true and also innovative and virtual tools. Our process will be designed both to keep stakeholders engaged in a manner that ensures productive dialogue between the consultant team and the residents, employees, businesses, and other interests, always keeping Clarkston's future at the forefront. We will make efforts and accommodations to include low- to moderate-income, minority, elderly, and disabled residents.

Small Group Input

Project Management Team (PMT) Meetings

Throughout the process, we will conduct bi-monthly virtual Project Management Team meetings to help direct our efforts and ensure a successful planning process. We will include key members of the consultant team, ARC representatives, and the City of Clarkston. These meetings will be supplemented with any additional coordination meetings needed to prepare for, execute, and develop the plan. This task covers the Monthly PMT meetings and City staff meetings described in the scope.

Stakeholder Interviews / Focus Groups

Stakeholder interviews in the form of focus group discussions or individual interviews are some of the most critical and informative pieces of a public engagement process. We will start the project with up to 8 hours of focus groups and interviews with key community organizations and residents conducted in person as one-on-one or focus group meetings, or as virtual meetings. We will work with City staff and the PMT members to identify the most appropriate key stakeholders to be interviewed.

Project Advisory Group

The Project Advisory Group (PAG) will allow us to engage with an informed stakeholder group that can offer meaningful perspectives and input on changes needed to the engagement process and greenway network design. This group understands the community and can offer valuable insight on how residents, business owners, and others will react. We will hold up to (8) PAG meetings during the project.

Community Group Partnerships

Because of Clarkston's diverse demographic composition, it will be important to make sure residents feel comfortable participating. This may need to include true partnerships with existing community groups (see right) for assistance with outreach and information dissemination. Some of these groups may participate in the Stakeholder Interviews / Focus Groups and / or the Project Advisory Group. This participation may lead to more robust involvement with finding translation services, interpreters for public events, canvassing, and more. We are prepared to allocate some of our fee to paying some of these groups to help us.

Formal Public Interactions

An Ideas Exchange

We want to embrace your ambition for engaging the public and see it come to life alongside other community interactions. We propose these interactions mirror our major plan development phases and form four major meeting points with the ability to adjust as needed.

- **Interaction 1: Public Kickoff & Small Group Discussions**

What makes Clarkston special? How do mobility challenges affect residents every day? What do our findings tell us? What do they tell you? What else do we need to know? After a brief presentation, we can break into small discussion groups that will use a discussion guide to answer key questions. Notes will be submitted at the end of the meeting. This format, along with online availability of the discussion guides, will allow other discussion groups to occur after the meeting, with the ability to submit notes to the project team.

- **Interaction 2: Walking and / or Biking Audit**

We can lead a public walking or biking tour on a 1- to 2-mile route (depending on the mode) through Clarkston to feel and understand mobility challenges. We would share some ideas for better connecting Clarkston locally, to the County, and regionally. The tour would end with an interactive discussion about what we saw, hearing about participants' experiences.

- **Interaction 3: A Connected City**

This is what we heard in Interactions 1 and 2. Did we hear you correctly? Which of these resonate with you? Here are the initial recommendations for big picture ideas. Are we headed in the right direction? This meeting could be a stand-alone virtual or in-person meeting, or we can pop-up at an existing community event as described below.

- **Interaction 4: Final Greenways Plan**

This is what we heard in Interaction 3. Did we hear you correctly? Here are more detailed design, strategy, and implementation recommendations, including typical sections and concept drawings. What do you think? This meeting could be a stand-alone virtual or in-person meeting, or we can pop-up at an existing community event.

The meeting style would be designed to accommodate the topic, the audience, and the state of the social distancing. For example, we can imagine Interaction 1 being held virtually or in-person, with discussion guides available on the project

Potential Community Partners

- Friends of Refugees
- Family Heritage Foundation
- CDF | A Collective Action Initiative
- Burmese Rohingya Community of GA
- Refuge Coffee Co.
- Tekton Career Training
- Amani Women Center
- Rohingya Education & Community Center, Inc.
- Positive Growth, Inc.
- Clarkston Community Health Center
- Uhuru Dancers
- DeKalb County Public Library
- Ethiopian Community Association of Atlanta
- New American Pathways
- Habesha Networks
- Masjid Al-Momineen
- Propel ATL
- Christ Community Clarkston
- Clarkston United Methodist Church
- Clarkston First Baptist Church
- Seventh-Day Adventist Church
- Ethne Health Community Clinic

website for a limited time after the meeting. The virtual meeting would involve a short presentation then break-out rooms with 8 participants max in each, and the in-person version would be similar, but with tables and chairs. All discussion groups would be resident-led and they can submit their summary notes to us.

Informal and Fun Public Engagement

We know that providing less formal, convenient and enjoyable events for people of varying comfort in public input settings, more effectively reaches a wider spectrum of interests. Our team has had much success with events that include:

- Walking Tours and Bicycle Rides/Tours
- Local Radio and/or TV Broadcast
- Mobile Workshops (“Plan Vans” or “Plan Tables” that can pop up at multiple locations in one day)
- Pop-up and Tactical Events (Open Space Pop-ups, Drive-in Movies, Soccer in the Parking Lots, etc.)
- A drop-in center that houses physical displays of all project materials also presented on the online platform.

We imagine that these events could be standalone for this project (for one of the Interactions above), or they could be linked to other beloved community events. Additionally, depending on the level of interest and size of these more tactical events, we can imagine working with you to locate sponsors for these activities – to generate broader interest in the site from the business community, to connect businesses with the community.

Informational Outreach

Project Promotions

We will create, with guidance the City staff, all outreach and promotional items to be used to educate, inform, and engage the public. Materials may include meeting flyers, factsheets, educational posters, and postcards. We propose a study area-wide postcard mailing at the onset of the project to announce the first public meeting and follow up robo-calls to study area stakeholders for additional public meetings. We will also work closely with the City staff to develop press and media releases.

Project Website & Online Engagement Tools

We will engage the general public from project outset, beginning with a project website, hosted on Social PinPoint, that introduces Clarkston residents and stakeholders to the greenway trails planning process, advertises public meetings, houses various interactive engagement opportunities, and provides project updates. Activities available online will be timed with the 4 major public interactions and will be open for 3-4 weeks after those meetings. We will incorporate Google Translate on the website and activities.

We will work with the City of Clarkston to establish proper protocols for submitting and posting web-based information. At a minimum, we imagine the following forms of informational outreach.

- Project website (hosted on Social PinPoint)
- Online Survey (hosted on Social PinPoint)
- Social Media Engagement (Twitter, Facebook, LinkedIn and Instagram as applicable)

If needed, we can add other analog methods. For example, we recently created survey cards and dropped them all around the city we were planning for and picked them up every 2 weeks to incorporate the feedback into the plan.

Task 03: Conceptual Planning

Vision/Goals/Objectives Development

With input from the PMT and Project Advisory Group, our team will develop a set of overarching plan goals and objectives that will inform the process and recommended strategies. Goals and objectives will be developed through synthesizing findings from the existing conditions assessment, stakeholder interviews / focus groups, and the input received at the first public interaction. There will be a clear correlation from findings to goals to objectives and finally to a collective vision - ensuring the community's voices are transparently heard and documented.

For some of our recent
informational
outreach, see:
kensingtonmartaplan.com

Concept Development

Based on Vision Development and the findings from the second set of public interactions, we will create a series of ideas, concepts, and/or alternative scenarios for the greenway trail routes and typical sections. These alternatives will each explore different ways to connect Clarkston residents to parks, recent infrastructure investments, Downtown, other key destinations, and to regional connections, like the Stone Mountain Trail. The alternatives will consider ease of construction, right-of-way conditions and impacts on adjacent properties, and green, sustainable design practices. We will also integrate *Creative Placemaking*, *Green Infrastructure*, and broader *Mobility / Active Transportation* concepts.

Ideas will be documented through text, images, data, case studies, sketches, digital 3D models, and other forms of media (for example, we've created vector drawing videos in the past). We will explore best practices and pull the best ideas for Clarkston out of the mix. In the end, we will prepare two to three alternative greenway network options. To summarize the options, we will clearly articulate the community benefits and trade-offs of each alternative. Other parts of this task item will include:

- Alternative alignments and typical sections for the greenways and connections;
- Public space placemaking elements and strategies, including but not limited to, public art, wayfinding, and safety and decorative lighting;
- Preparation of analysis of alternatives, which includes analysis of potential environmental impacts, transportation impacts, ROW, utility conflicts, equity impacts, and overall cost estimates;
- Opportunities for the incorporation of green infrastructure and smart technology within the transportation elements;

Working with the PMT and Project Advisory Group, we will take a first pass at narrowing down the ideas before taking them to the community for discussion in the broad third public interaction.

Preferred Concept and Strategy Development

With input from the PMT, the Project Advisory Group, and the public, our team will develop the preferred alternative segments into a single plan and set of strategies. At a minimum, we will determine typical sections, develop crossing plans, recommend public space placemaking

elements and / or introduce open space, determine the impact on nearby property owners and rights-of-way, emphasize green infrastructure and technology innovations to enhance transportation mobility/safety, recommend temporary and interim transportation improvements, and offer rough order of magnitude cost estimates.

Creative Placemaking Strategies

We will make recommendations for creative placemaking strategies, introducing open space and community gathering spaces along the preferred greenway concept, both in the short-term and long-term. The specific strategy will include goals, policies, objectives and design features/guidelines working in concert with community groups and arts organizations.

Green Infrastructure Strategies

We will make recommendations for green infrastructure, particularly as the greenway approaches the South Fork Peachtree Creek, incorporating new parks and open spaces, and identifying solutions for integrated stormwater management.

Mobility / Active Transportation & Smart Technology Strategies

We will make recommendations for a well-designed, greenway network with associated design direction for key streets and paths. This will include recommendations for the use of smart technology for wayfinding, WiFi, interpretative panels, and / or other methods. Our expertise and deep portfolio of greenways and trails in the Atlanta Region gives us a head start on construction feasibility and best practices. In the end, we will identify priorities for the short term, mid-term, and long-term with approximate cost estimates and recommended funding sources for mobility projects in the short-term improvements program.

Some of the key deliverables for this part of Task 03 will include:

- Development of crossing plans of roadways with concepts and costs;
- Conceptual renderings of the greenways, connections, and crossings;
- Temporary and interim transportation improvements recommendations.

Task 04: Deliverables & Implementation

100-Day Action Plan

We will develop a 100-day Action Plan including no-cost or very low-cost actions and organizational steps needed to keep momentum going. This part of the action plan will identify short-term creative placemaking measures and temporary transportation installations that the City of Clarkston can undertake to test concepts in a lighter, cheaper, and faster manner.

Phased Implementation Strategy

We will develop a Phased Redevelopment Strategy that lists all actions and projects planned in the study area. This list will indicate estimated start date, completion date, cost estimate, general maintenance best practices, and the proposed responsible party. At a minimum, this list will include mobility projects, any changes necessary within locally adopted plans or policies, and description of the strategy, organizational structure, and process that will be used to ensure implementation.

We believe it is important to craft deliverables to the audience and purpose. To that end, we imagine this greenway network plan being part-LCI Plan and part-marketing document – providing the critical information needed to document the process and recommendations while also inspiring funding groups about Clarkston’s connected future.



An Example of our Documentation for the Turner Field Stadium Neighborhoods LCI

Per the RFP, we anticipate a traditional document. If you are interested, we also could envision changing the format and developing a website that starts on day one of the planning process and grows along the way. This is something we can discuss in the future.

Funding Plan

Using our database tools and research toolkit, we will research prospective grant funders and create a manageable pipeline of opportunities. We will research a prospect pipeline that includes prioritization, relationship mapping, customized strategies, and recommended ask levels from a variety of sources. We will provide a list of institutional funders for whom the city is eligible to apply. The number of prospects is variable because funder guidelines are always shifting, but we promise to make every effort to provide a comprehensive qualified list. We will rank the prospects so you can prioritize grant-seeking efforts towards those most likely to award support. We will include application deadlines and other relevant dates like info sessions, webinars, etc. We will recommend cultivation strategies for each prospect as appropriate including outreach to decision-makers, communications with program officers, etc. We will map any relationships between client stakeholders to the funding prospects, and make recommendations on how best to leverage those relationships.

Final Plan Document

With all recommendations in place, we will develop the plan document. The specifics of the document will be discussed with the PMT and Project Advisory Group for comments. That said, at a minimum, this user-friendly document will include (1) a summary of the plan development process (analysis and engagement), (2) a clear, bold, and inspiration vision for the greenway network, (3) concept plans, typical sections, and key drawings to explain the individual concepts/design standards in additional detail, (4) photo-realistic renderings that bring the concepts together into envisioned future experiences, (5) cost estimates for the preferred alternative and other project components, and (6) the implementation strategy and funding plan (as described above). This document will be issued as draft for your review and comment, and we will incorporate your comments into the final report.

Task 05: Executive Summary

Executive Summary Report

We will create a stand-alone Executive Summary of the Final Plan Document in Task 04. This Summary will also be part of the Final Plan Document. If determined necessary, we will translate the Executive Summary into other languages for improved community access and understanding.

Task 06: Presentations & Meetings

In addition to the meetings required by the ARC described below, we will provide a minimum of four presentations, and at least one session will include an informal and interactive presentation and / or activity.

Kick-off Meeting with City Staff and ARC

We will conduct a project kick-off meeting with ARC and City of Clarkston staff to discuss the anticipated planning process and other requirements.

Transportation Coordination Meeting

Prior to finalizing the final LCI recommendations, we will host a transportation coordination meeting with all affected organizations, like the City of Clarkston, GDOT, DeKalb County, City of Tucker, etc. This step will ensure the transportation projects are feasible and will allow us to discuss potential projects prior to the transportation improvement list being finalized.

Final Plan Review with ARC

We will conduct a final plan review with ARC at the ARC offices to discuss the plan process, issues, or unique activities that occurred, and future projects that are needed to implement the plan once the plan is complete.

Planning and Zoning Board

We will host a minimum of one meeting with the Planning and Zoning Board to describe the planning process, recommendations, and other outcomes prior to plan adoption by City Council.

Mayor and City Council

We will host a minimum of two meetings with the Mayor and City Council. One meeting can take place halfway through the process to ensure we're on the right path, and the other will occur at the end at plan adoption.

Schedule

Let's get started!

	Month 1 Feb-22	Month 2 Mar-22	
Task 01 Existing Conditions			
Previous / Current Plan Review and Assessment			
Study Area Review and Assessment			
Site Visit			
Base Mapping			
Opportunity Definition			
Task 02 Public Engagement			
Project Management Meetings (bi-weekly)			
Stakeholder Interviews / Focus Groups			
Project Advisory Group			
Community Group Partnerships			
An Ideas Exchange (Broad Public Interactions)			
Project Promotions			
Surveys & Online Engagement Tools			
Task 03 Concept Planning			
Vision / Goals / Objectives Development			
Concept Development			
Preferred Concept and Strategy Development			
Task 04 Deliverables & Implementation			
100-Day Action Plan			
Phased Implementation Strategy			
Funding Plan			
Final Plan Document			
Task 05 Executive Summary			
Executive Summary Report			
Translation of Executive Summary Report			
Task 06 Presentation & Meetings			
Kick-off Meeting with ARC and City Staff			
Transportation Coordination Meeting			
Final Plan Review with ARC			
Planning and Zoning Board			
Mayor and City Council			

NOTE: Milestones were used from the RFP. Exact timing of events and deliverables are flexible throughout the planning process. We will work with you to determine the best pace that will ensure trust in the process and meaningful input.

Interaction 1
Kick-off Meeting



Destination Crenshaw Master Plan

Located in Los Angeles
Experience of Perkins&Will



3

Experience &
Qualifications

Firm Profiles

We have climbed many mountains and want to help you climb this one.

We are passionate community builders with experience in reimagining corridors and how they can transform communities and how people live their lives.

Our team is structured into two groups of thought leaders to ensure the feasibility study is executed with many perspectives at play.



Perkins&Will

Experts in Big Visions, Creative Placemaking, Green Infrastructure, and Connectivity

Perkins&Will is an interdisciplinary, research-based planning and design firm established in 1935. Founded on the belief that design has the power to transform lives and enhance communities, we collaborate with clients all over the world to create healthy, active, and sustainable places. We are a firm committed to being “agents of change” in shaping regions, cities and districts. We approach the planning and design of great places based on strategic global thinking, local cultural intelligence, and tested project implementation capabilities. Our passion is for making a difference in each community we serve, which is why we are dedicated to offering small-firm service with the resources of a global firm. We only work on

Team in Atlanta

a select number of projects each year, seeking out clients and communities whose values align with our own mission of creating transformative environments. The recipient of hundreds of design awards each year, we are consistently ranked among the world’s top design firms. In 2015, we were honored to receive the American Planning Association’s Firm of the Year Award, recognizing our efforts to solve the challenges facing today’s cities by tackling growth, transformation and environmental challenges with expertise, compassion and a true belief in the power of collaboration.

Perez Planning + Design

Experts in Trail Feasibility Studies, Trail Implementation, Public Engagement, Parks Design

Team in Atlanta
Minority Business Enterprise
Hispanic American Business Enterprise

Perez Planning + Design (PP+D) is a research-based planning and design firm that lives at the intersection of people, space, and the built and natural environment. We focus on working collaboratively with our clients to thoughtfully and strategically integrate these key elements into plan, design, and implement a public realm that is viable, responsive, dynamic, and resilient. Stated simply, we work collaboratively with our clients in redefining the public realm. Through our experience working with over 75 municipalities nationwide, we have developed a collaborative, participatory, and research-based process that produces implementable plans and solutions. Carlos Perez has served as one of the Trail Planners for the PATH Foundation since PP+D's inception.

Sycamore Consulting

Experts in Public Engagement and Outreach

Team in Decatur
Woman-Owned Small Business

Incorporated in 1996, Sycamore Consulting, Inc. is a dynamic, woman-owned business enterprise based in DeKalb County, GA, dedicated to providing high quality planning and environmental services to both government and private clients. The firm is a registered WBE/DBE with the States of Georgia and Alabama. Possessing a wide range of experience, our firm's specialty is public involvement, and our staff has strong credentials in consensus building, facilitation, public opinion polling, surveys, focus groups, public information campaigns, non-English speaker outreach, and a host of other public involvement techniques that support complex technical planning work. We have applied our unique mix of skills to numerous projects for a diverse client base at all levels of governance.

Trail Connection, LLC

Experts in Trail Project Management, Planning, Design and Implementation

Team in Atlanta

Trail Connection, LLC is a program project management company focused on connecting communities together by hard surface trail connections for all users to enjoy. We deploy a complete array of services unique to trail implementation – including concept mapping, public engagement, detailed design, cost estimation, and construction management. We focus on working with our clients to bring the mostly enjoyable trail experience to the community using design techniques that ensure trail stewardship and low maintenance to protect your long-term investment.

Purpose Possible

Experts in Funding and Grant Preparation for Implementation

Team in Atlanta
Woman-Owned Small Business

Purpose Possible transforms our communities by empowering mission-driven organizations. We are passionate about communities and the people that create them. We are thinkers AND doers. We'll create the plan your organization needs and then implement that plan on a daily basis. Our work focuses on helping organizations meet the current demands of their operational budgets, while also planning for sustainable growth. Our team is comprised of nonprofit professionals with deep experience in leadership, fundraising, strategy, research, communications, community engagement, and CSR program management. Our diverse and dynamic team combines success-based methodologies, deep networks, and a proven track record with enthusiasm, energy, and expertise. To date, in 2022 our team has raised over \$16 million for our clients through grant writing alone with an average award amount of \$167,000.

The team that we have proposed for this project possesses the skills, experience, and capacity to develop a successful feasibility study with you.

Each individual has enthusiastically embraced the assignment and committed the time and attention needed. Additionally, the teams supporting these individuals expand their breadth and reach.

Management Team

This team will interface with you on a daily basis - designing the plan at every scale and in every dimension.



Cassie Branum

Managing Principal

Cassie will serve as your principal in charge - bringing her experience in leading large planning teams and leading community planning efforts.



Sarah McColley

Project Manager

Sarah will serve as your project manager and day-to-day point of contact - helping Cassie lead the team - while also bringing her experience in LCI studies and public engagement.

Planning Team

This team will interface with you a frequent basis, but particularly during key design decision points.



Jeff Williams

Lead Planner and Designer, Perkins&Will

Jeff will serve as your planning and design leader - bringing together the team and studies into a single, implementation ready vision for the future.



Micah Lipscomb

Landscape Architect, Perkins&Will

Micah will serve as landscape architect - ensuring the big picture vision meets the ground in a sensitive and ecologically sound way.

Topic Experts

This team will interface with you a frequent basis, but particularly during key design decision points.



Carlos Perez

Trails Expert, PP+D

Carlos will serve as your trail planning and design expert - bringing extensive experience from master planning through implementation of many of the Atlanta Region's trails.



Jen Price

Engagement Expert, Sycamore

Jen will serve as the public engagement lead, developing the overall input strategy, managing large-scale events, and distributing information throughout the community.



Laura Hennighausen

Funding Expert, Purpose Possible

Laura will serve as your funding expert - bringing her experience in funding development strategies and knowledge of accessible grants.



Ed Caddell

Engagement Expert, Sycamore

Ed will serve as your day-to-day engagement lead - working with Sarah and Jen - to ensure the engagement strategies are implemented throughout the process.



Jonathan McCaig

PATH Expert, Trail Connection, LLC

Ed will serve as your PATH project expert, bringing almost 15 years of experience in planning, designing, and executing trail projects throughout the State of Georgia.



Cassie Branum, AICP, LEED AP®

Managing Principal, Perkins&Will

Cassie designs for the human experience at the human scale, bringing together her expertise in the fields of interior design, architecture, city planning, and graphic design. She is drawn to the “knot” of city building because the scale of the city makes for the messiest challenges and the greatest impact. Cassie’s exceptional breadth of experience gives her versatility and agility as a designer. Working from globally, she moves comfortably across cultures and between roles as designer, strategist, project manager, and planning consultant. Her strength lies in guiding the process. In any given project, she can spot where consensus is forming and build the plan on that foundation. She is consistently able to choreograph plans toward implementation.

As the co-leader of Urban Design at Perkins&Will, Cassie prioritizes collaboration and partnership. Within the firm, she works closely with her colleagues to advance urbanism at every scale. Within the community, she volunteers at the Georgia Institute of Technology, where she used to guest-lecture. With every client, she works closely to balance experiment and innovation with making the critical decisions that keep progress in step with reality.

Location

Atlanta

Availability

25%

Education

**Master of Architecture,
Urban Design**

**Master of City and
Regional Planning**
Georgia Institute
of Technology

**Bachelor of Interior
Design**

Florida State University

Registrations & Accreditations

**American Institute of
Certified Planners (AICP)**

LEED AP®

U.S. Green Building
Council®

Select Experience

Atlanta BeltLine, Inc

- Corridor Design
 - Eastside Trail
 - BeltLine Sub-Area 10 Master Plan
- Atlanta, Georgia

City of Atlanta

Turner Field Stadium Neighborhoods
LCI Plan
Atlanta, Georgia

Southfork Conservancy

South Fork Conservancy Watershed
Framework Plan
Atlanta Region, Georgia

MARTA

Kensington Station Master Plan
DeKalb County, Georgia

DeKalb County

North DeKalb Mall Planning Support
Decatur, Georgia

Livable Communities Coalition

DeKalb County Affordable Housing Study
DeKalb County, Georgia

City of Atlanta

District 3 Master Plan
Atlanta, Georgia

City of Savannah

Canal District Master Plan
Savannah, Georgia

City of Jacksonville

Riverfront Plaza
Jacksonville, Florida

City of Orlando

Downtown Core Action Plan
Orlando, Florida

Third & Urban / FCP

Westside Paper Master Plan
and Phase 1
Atlanta, Georgia

Trammell Crow Company

Technology Enterprise Park
Master Plan and Phase 1A
Atlanta, Georgia

New City / LAMB Properties

760 Ralph McGill Master Plan and
Confidential Site Master Plan
Atlanta, Georgia

Dr. Phillips Foundation

Packing District Master Plan
Orlando, Florida



Sarah McColley, AICP

Project Manager, Perkins&Will

Sarah is a planner, urban designer, and landscape designer with a UX / UI twist. She has led dozens of projects throughout the Southeast, focused on quality urban design, downtown planning, TOD, parks, trails, and equitable public policies. She enjoys working with communities to develop recommendations that reduce the equity gap caused by historic policy decisions, promote active and healthy living, and advance environmental sustainability. Years of project management and administrative experience allow her to effectively coordinate complex projects and budgets with many competing interests.

Sarah practices her passions for healthy living, community-building, and learning new things in her life outside Perkins&Will. She was a lecturer at Georgia Tech's Graduate City and Regional Planning program, teaching a Visualization for Planning course. She also volunteers her design and analysis capabilities for initiatives at Noble Clay Fitness, a non-profit seeking to reduce Atlanta's equity gap in fitness and health, allowing them to win a major grant and athletic clothing company's sponsorship.

Location

Atlanta

Availability

50%

Education

Master of City & Regional Planning

Georgia Institute of Technology

Bachelor of Landscape Architecture

Ball State University

Certificate in UX / UI

Georgia Institute of Technology

Registrations & Accreditations

American Institute of Certified Planners (AICP)

1. Sarah McColley served as Project Manager during previous employment at TSW

2. Recipient of 2021 GPA Outstanding Planning Process Award

Select Experience

Parks & Trails Planning

Atlanta BeltLine Subarea 3 Master Plan¹
Atlanta, Georgia

SW & NE Cherokee County Parks & Trails Plans¹
Cherokee County, Georgia

Stockbridge Parks System Plan¹
Stockbridge, Georgia

Carpenter's Park Master Plan¹
Milton, FL

Gwinnett Place Connected Trail Feasibility LCI Study¹
Gwinnett County, Georgia

Blue Heron Nature Preserve Master Plan & Trail Feasibility Study¹
Atlanta, Georgia

MARTA

Kensington Station Master Plan
DeKalb County, Georgia

East Lake MARTA Station LCI Study¹ (client: City of Decatur)

South Downtown Stations Enhancements LCI Study¹ (client: Central Atlanta Progress)

Edgewood-Candler Park TOD Planning¹
(client: Columbia Residential)

City of Decatur

Decatur Strategic Plan / LCI / Comp Plan Update^{1,2}

Atlanta Housing

Bowen Homes Redevelopment Plan¹
Atlanta, Georgia

City of Atlanta

NPU-H Community Master Plan¹

City of Sandy Springs

Sandy Springs North End Design¹

Downtown Planning

Downtown Orlando Master Plan

Buckhead Action Plan LCI Update¹
Atlanta, Georgia

Sumter Downtown Master Plan¹
Sumter, South Carolina

Clayton Downtown Master Plan¹
Clayton, Georgia

Rivertown & Esplanade Mall Revitalization Plans¹
Kenner, Louisiana



Jeff Williams, AICP, LEED AP®

Lead Planner and Designer, Perkins&Will

Jeff has led projects for diverse clients at every scale, from innovation districts and new cities to groundbreaking urban regeneration. His work includes commercial real estate development, particularly at sites of rapid urban transformation, and long-range city-building initiatives for institutions and local governments in North America and across the globe. In close collaboration with clients and interdisciplinary teams, he identifies the essential design direction in every assignment, aligning the possibilities for change with his client's mission.

Location

Atlanta

Availability

25%

Jeff takes special interest in the physical disposition of cities, knowing that the measure of great cities is how they design for change. He treats the city as our most durable cultural artifact and is inspired by projects that test development norms and approach cities as vehicles for telling stories about society's highest aspirations.

Education

Master of City and Regional Planning
Master of Architecture
 Georgia Institute of Technology

Bachelor of Design, College of Architecture
 University of Florida

Registrations & Accreditations

American Institute of Certified Planners (AICP)

LEED AP®

U.S. Green Building Council®

Select Experience

Atlanta BeltLine, Inc

- Corridor Design
 - Eastside Trail
 - BeltLine Sub-Area 10 Master Plan
- Atlanta, Georgia

City of Atlanta

Turner Field Stadium Neighborhoods
 LCI Plan
 Atlanta, Georgia

MARTA

Kensington Station Master Plan
 DeKalb County, Georgia

DeKalb County

North DeKalb Mall Planning Support
 Decatur, Georgia

Livable Communities Coalition

DeKalb County Affordable Housing Study
 DeKalb County, Georgia

City of Atlanta

District 3 Master Plan
 Atlanta, Georgia

City of Savannah

Canal District Master Plan
 Savannah, Georgia

City of Jacksonville

Riverfront Plaza
 Jacksonville, Florida

** prior to joining Perkins&Will*

City of Orlando

Downtown Core Action Plan
 Orlando, Florida

Atlanta Development Authority*

BeltLine Redevelopment Plan
 Atlanta, Georgia

City of Atlanta*

- BeltLine Overlay Zoning District
 - BeltLine Street Framework Plan
 - Connect Atlanta Transportation Plan
- Atlanta, Georgia

Third & Urban / FCP

Westside Paper Master Plan
 and Phase 1
 Atlanta, Georgia

Trammell Crow Company

Technology Enterprise Park
 Master Plan and Phase 1A
 Atlanta, Georgia

New City / LAMB Properties

760 Ralph McGill Master Plan and
 Confidential Site Master Plan
 Atlanta, Georgia

Dr. Phillips Foundation

Packing District Master Plan
 Orlando, Florida



Micah Lipscomb, ASLA, SITES AP

Landscape Architect, Perkins&Will

Micah Lipscomb is a landscape architect with almost 20 years of focused experience in landscape design development, construction, and master planning.

Micah is highly skilled in conceptualizing and managing large multi-disciplinary projects. His work focuses on the design and planning of environments that improve our connections with the natural world, including therapeutic gardens, campuses, parks, greenways, and botanical gardens. Micah specializes in sustainable park design and planning, urban arboriculture, and planting design.

Location

Atlanta

Availability

25%

Education

Master of Landscape Architecture
University of Georgia

Bachelor of Arts, Anthropology
Eckerd College

Registrations

Landscape Architect
Alabama, South Carolina, Ohio

ISA Certified Arborist
#SO-6032A

Accreditations

SITES AP
Green Business Certification Inc.

Professional Affiliations

Member
American Society of Landscape Architects (ASLA)

Select Experience

City of Covington
Central Park Master Plan
Covington, Georgia

Waterfront Botanical Gardens
- Master Plan
- Phase 1 Implementation
- Japanese Garden, Bonsai Garden, Overlook & Allee
Louisville, Kentucky

City of Jacksonville
Riverfront Plaza
Jacksonville, Florida

Candler Park Conservancy
- Vision Plan
- Active Lawn/Amphitheater
- Playground Design
Atlanta, Georgia

Atlanta BeltLine, Inc.
- Boulevard Crossing Park
- Corridor Design
- Eastside Trail
- Westside Trail
Atlanta, Georgia

Freedom Park Conservancy
Vision Plan
Atlanta, Georgia

University of Alabama, Birmingham
Unity Park
Birmingham, Alabama

** prior to joining Perkins&Will*

Sumitomo Corporation
Atlanta Financial Center Park Atlanta, Georgia

Paces Properties
Atlanta Dairies
Atlanta, Georgia

Atlanta Botanical Garden
- Southern Seasons Garden*
- Visitor Center and Parking Facility*
- Smithgall Woodland Garden*
- Storza Woods Garden*
- Edible Garden*
- Cafe
Atlanta, Georgia

City of Fort Myers Beach
Mound House Cultural and Environmental Learning Center Master Plan*
Fort Meyers Beach, Florida

Chattahoochee Nature Center*
Landscape design for the Discovery Center
Atlanta, Georgia

City of Atlanta*
Chastain Park Master Plan, Atlanta, Georgia

City of Sandy Springs*
Hammond Park Master Plan
Sandy Springs, Georgia

City of Snellville*
Baker's Rock Master Plan
Snellville, Georgia



Carlos Perez, PLA

Trails Expert, Perez Planning + Design

Carlos Perez is a landscape architect, planner, and urban designer that specializes in the planning and design of the public realm. One of his specialties is active transportation planning and design. His academic training and professional specialization in active transportation planning and design, parks and open space system planning and design, urban design, and landscape architecture provide for a unique view and keen understanding of the important, multifaceted role that the public realm plays in creating livable communities.

Location

Atlanta

Availability

25%

Carlos has worked with over 65 communities throughout the United States on public realm planning and design projects. His work in the Atlanta Metro Area has included planning and design work on some of the metro area's high profile trail projects including the Atlanta BeltLine, PATH 400, Peachtree Creek Greenway, Chattahoochee River Trail, and Big Creek Greenway. Additionally, Carlos also serves as one of the Trail Planners for the PATH Foundation. He is also a Board Member of the Atlanta BeltLine Partnership assisting the organization with sustainable maintenance strategies.

Education

Master of City and Regional Planning

Georgia Institute of Technology

Master of Science in Architecture with a Concentration in Urban Design

Georgia Institute of Technology

Bachelor of Science in Landscape Architecture

University of Florida

Registrations & Accreditations

Professional Landscape Architecture

Florida, Georgia, Tennessee

Select Experience

Atlanta BeltLine

Northwest Trail Design + Engineering (Ongoing)

Northeast Trail Design + Engineering (Ongoing)
Atlanta, Georgia

Other Active Transportation Projects

Piedmont Pathway Scoping Study (Ongoing)
Gwinnett County, Georgia

Austell-Powder Springs Trail Scoping Study (Ongoing)
Cobb County, Georgia

Trolley Trail Design + Engineering (Ongoing)
Atlanta, Georgia

PATH400 Extension Planning + Design (Ongoing)
Sandy Springs and Atlanta, Georgia

Chattahoochee River Path and Access Master Plan
Sandy Springs, Georgia

City of Douglasville North Side Trails Master Plan
Douglasville, Georgia

Big Creek Greenway Trail Improvements
Forsyth County, Georgia

Chamblee Rail-Trail Phase 3
Chamblee, Georgia

Peachtree Creek Greenway Phase 1 Design + Engineering
Atlanta, Georgia

Centennial Olympic Park Signature Streetscape + Two-Way Cycle Track
Atlanta, Georgia

Aerotropolis Atlanta Greenway Master Plan
Atlanta, Georgia

Lenox Road Corridor Study
Atlanta, Georgia

John Portman Boulevard Multi-use Path + Streetscape
Atlanta, Georgia

City of Brookhaven Peachtree Creek Greenway Master Plan
Brookhaven, Georgia

City of Chamblee Rail-Trail Conceptual Design Study
Chamblee, Georgia

GA400 Trail Design + Engineering
Atlanta, Georgia



Jen Price, AICP

Engagement Expert, Sycamore Consulting

Jen's greatest passion is connecting people and encouraging growth through unique experiences. For you this involves meaningful and collaborative public involvement. Her goal with any project is to receive widespread public and political acceptance in support of vibrant, sustainable communities. For 19 years, Jen has been dedicated to providing resources to support individuals and communities as they work to make their neighborhoods a better place.

Jen has unique experience with multi-stakeholder involvement, community planning, environmental justice, outreach, and active living planning. Her past Clients include the City of Brookhaven, DeKalb County, and Stonecrest Livable Centers Initiative (LCI).

Location

Decatur

Availability

25%

Education

Master of Science in Urban & Regional Planning, 2001

Florida State University

Bachelor of Science in Civil Engineering, 1999

Florida A&M University

Bachelor of Science in Mathematics, 1997

Bethune-Cookman College

Registrations

American Institute of Certified Planners (AICP)

Selected Experience

DeKalb County

Memorial Drive Corridor Revitalization Study
DeKalb County, Georgia

The primary goal of the Memorial Drive Revitalization Study was to provide vision and consensus of business owners and the community for the Memorial Drive corridor from I-285 to Stone Mountain. The study created a revitalization strategy that focused on beautification, vibrant businesses, mixed use development, and living wage employment opportunities. Public engagement was central to the project. As the lead public engagement specialist, key tasks included convening and engaging a Business Development Advisory Committee; planning and hosting a series of public meetings and workshops; planning and hosting a series of pop up style outreach events; close coordination with community residents and stakeholders with special attention to the refugee community and other traditionally underserved populations; and documenting and summarizing all engagement activities.

City of Brookhaven

City Centre Master Plan
Brookhaven, Georgia

The Brookhaven City Centre Master Plan will guide future developments in the area surrounding the Brookhaven-Oglethorpe MARTA station. This plan will provide a frame of reference and purpose by engaging the community at-large to help determine the future of this area for years to come. As a concept previously mired in public opposition and contention, community engagement will set the tone for a successful outcome. Considering current public health concerns, outreach will remain flexible and will employ a mix of in-person and virtual opportunities including key stakeholder interviews, the creation of an interactive website, and traditional and virtual public meetings and/or workshops.

DeKalb County Master Active Living Plan DeKalb County, Georgia

Assisted in efforts to develop a master plan of policies and projects supporting active living principles for four DeKalb County communities. Specific tasks included assisting with public meetings, pulling and analyzing demographic data, developing recommendations and final report preparation.



Laura Hennighausen

Funding Expert, Purpose Possible

Laura Hennighausen is dedicated to improving Atlanta through empowering nonprofit organizations to work their missions. Her specialties include grant writing, development strategy, board management, nonprofit governance, and individual giving. Laura has devoted her career to Atlanta-based nonprofit organizations focusing on public space, historic preservation, and visual art. At Purpose Possible, Laura forges and maintains relations with Foundation leadership to inform firm strategy. She serves as Subject Matter Expert through regular public speaking and writing engagements. She provides fundraising consulting and support ranging for 30+ NPO clients while serving as project leader and advisor to junior members of the team. With two cats and a dog, Laura is the proud caretaker of a 115-year-old home in Grant Park. In her free time she enjoys weaving.

Location

Atlanta

Availability

10%

Education

M.A. Arts Administration

Savannah College of Art & Design

Certificate of Grant Writing

Emory University

B.A. Art History, B.A.

Japanese Language and Literature

University of Georgia

Select Experience

Freedom Park Conservancy / Executive Director

Atlanta, Georgia

Managed all aspects of nonprofit administration, budgeting, programming, and fundraising as inaugural Executive Director; Developed child and family programming and lead teams of volunteers Instituted systems for organizational growth and tracking such as Salesforce and Quickbooks

Historic Oakland Foundation / Development Director

Atlanta, Georgia

Managed recruitment, retention, and programming for 1,200+ Foundation members; Raised \$1,000,000+ annually in private and public funding; Created and managed annual development income and expense budgets in alignment with strategic goals; Managed grant contracts and reporting and supported external audit process

Pro Bono Partnership of Atlanta / Development and Communications Manager

Atlanta, Georgia

Created and executed all external communications Screened and processed 100+ client applications annually; Assisted in efforts to develop a master plan of policies and projects supporting active living principles for four DeKalb County communities. Specific tasks included assisting with public meetings, pulling and analyzing demographic data, developing recommendations and final report preparation.



Ed Caddell

Engagement Expert, Sycamore Consulting

Ed has three years of professional experience in transportation planning and public outreach. He is a recent graduate of Georgia Tech's School of City and Regional Planning master's program. Ed is passionate about promoting walkable, bikeable, transit-oriented communities; civic engagement; and social justice. He is currently working to help the public involvement process at GDOT as a NEPA planner and with Sycamore Consulting in general planning capacities.

Location

Atlanta

Availability

40%

Education

Master of City & Regional Planning

Georgia Institute of Technology

Bachelor of Arts in History

Florida State University

Select Experience

City of Clarkston

Zoning Update
Clarkston, Georgia

MARTA

Kensington Station Master Plan
DeKalb County, Georgia

MARTA

H.E. Holmes Station TOD Master Plan
Atlanta, Georgia

GDOT Office of Environmental Services

Virtual Public Involvement
Statewide

Lilburn CID

LCI Major Plan Update
Lilburn, Georgia

Freedom Park Conservancy

Freedom Park Master Plan
Atlanta, Georgia

City of Brookhaven

Brookhaven City Centre Master Plan
Brookhaven, Georgia

Atlanta BeltLine

Subarea 4 Master Plan Update
Atlanta, Georgia



Jonathan McCaig

PATH Expert, Trail Connection, LLC

Jonathan McCaig is a project manager and construction manager with experience in concept planning, design, cost estimating, public meeting facilitation, value engineering and construction document execution of various greenway trails systems in Georgia. He has been overseeing trail projects throughout the State of Georgia for over 14 years. With a professional background in Civil Engineering, Jonathan brings his technical knowledge into his passion for the outdoors as he creates inviting experiences for all abilities to enjoy multi-use trails.

Location

Atlanta

Availability

10%

Education

Bachelor of Science in Civil Engineering, Focus in Transportation Engineering

West Virginia University

Select Experience

Tucker PATH

Tucker Georgia*

South River Trail System

DeKalb County, Georgia*

Commerce Drive Cycle Track

Decatur, Georgia*

East Decatur Greenway

DeKalb County, Georgia

Emory PATH Trail System / City of Atlanta

DeKalb County & Atlanta, Georgia

Stone Mountain PATH

DeKalb County, Georgia*

South Peachtree Creek Trail System,

DeKalb County, Georgia*

Arabia Mountain PATH

DeKalb County, Rockdale County, Georgia

West End Beltline Trail

Atlanta, Georgia*

Peachtree Creek Greenway

Brookhaven, Georgia*

*denotes projects requiring GDOT permitting

Our Experience

Our team has experience together developing thoughtful, inspiring, and implementation-ready master plans for trails, communities, and beyond.

Our experience has taught us to dig into complexity and to design for the human experience. As requested, we are sharing our perspective and illustrative projects that represent the way our collective work demonstrates our experience in planning with communities, planning for greenways, and developing implementation ready LCI studies. These projects represent only a sample of the breadth of global and local experience our team can bring to bear on this feasibility study.

In the following pages, we outline projects that we believe are relevant to your aspirations for Clarkston and this planning process.

	Experience in Large Transformational Projects	Experience in LCI Planning	Experience in Public Outreach Processes
	Experience in Greenway Planning	Experience in Greenway Implementation	
Atlanta BeltLine Corridor Design and Eastside and Southwest Trails			
The Gwinnett Way Corridor Vision Plan			
South Fork Conservancy Watershed Framework Plan			
Turner Field Stadium Neighborhoods Livable Centers Initiative Plan			
Kensington Station Master Plan*			
Path 400 Planning, Design, & Implementation*			
Eastside Trolley Trail Extension Concept Design and Construction Documents*			
NW Atlanta Cycle Track Feasibility Study*			
Path Parkway - Luckie Street Cycle Track Design and Engineering*			
City of Brookhaven Peachtree Creek Greenway Master Plan*			
Centennial Olympic Park Signature Streetscape and Cycle Track*			

*Completed in the last 5 years.

We have experience with trails and greenways from large scale planning to design to construction.

Case Study

For over a decade, members of our team have been working on the Atlanta BeltLine including the overall corridor design, individual trail segments, and new parks along the corridor.

The project is not only transformational for the physical city; it is changing the way people think about living in Atlanta. No one entity can control it. It belongs to everybody. More than a million people use the Eastside Trail alone. Each of these facts surround the BeltLine - Atlanta's living room that only seems to get better with time.



"The Atlanta BeltLine project seeks to fundamentally change the transportation modalities that residents and visitors use in moving around the City. Perkins and Will has been a valued partner in achieving this vision."

— Kevin Burke, Principal Landscape Architect, Atlanta BeltLine, Inc.

Select Trails and Greenway Experience

- Atlanta BeltLine, Atlanta GA: Corridor Design & Trails; Atlanta BeltLine Subarea 3 Master Plan; Atlanta BeltLine Subarea 4 Master Plan; Northeast Trail Design + Engineering (Ongoing); and, Northwest Trail Design + Engineering (Ongoing)
- Aerotropolis Atlanta Greenway Master Plan, Atlanta, GA
- Austell-Powder Springs Trail Scoping Study, Cobb County, GA
- Big Creek Greenway Trail Improvements, Forsyth County, GA
- Blue Heron Nature Preserve Master Plan & Trail Feasibility Study, Atlanta, GA
- Chamblee Rail-Trail: Phase 3; Conceptual Design Study
- Chattahoochee River Path and Access Master Plan, Sandy Springs, GA
- City of Brookhaven Peachtree Creek Greenway Master Plan, Brookhaven, GA
- DeKalb County Master Active Living Plan
- GA400 Trail Design + Engineering, Atlanta, GA
- Gwinnett Place Connected Trail Feasibility LCI Study, Gwinnett County, GA
- PATH400 Extension Planning + Design (Ongoing), Sandy Springs and Atlanta, GA
- Peachtree Creek Greenway Phase 1 Design + Engineering, Atlanta, GA
- Piedmont Pathway Scoping Study (Ongoing), Gwinnett County, GA
- Stockbridge Parks System Plan, Stockbridge, GA
- SW & NE Cherokee County Parks & Trails Plan, Cherokee County, GA
- Trolley Trail Design + Engineering (Ongoing), Atlanta, GA

We have experience in large Livable Centers Initiative plans that are transforming our region.

Case Study

In 2015, the City of Atlanta selected our team to lead the largest LCI project since the program began 20 years ago – Turner Field Stadium Neighborhoods.

When the Braves packed up and moved to Cobb County, Georgia State University and Carter Development expressed interest in the Turner Field property. But the community expressed concern. They wanted a voice in the redevelopment process and held up the rezoning process until their voice was heard. Our team spent over a year talking with over 1,600 people to understand their vision, concerns, and hopes for the future. In the end, the land was rezoned before the planning process was complete, as the community felt their vision, market realities, and the developer/ institutional vision was finally in alignment. Today, the site is a different place - with Georgia Avenue bustling, the stadium repurposed, and cranes littering the parking lots.



Select Team LCI Experience

- Buckhead Redefined (15-Year LCI Update), Atlanta, GA
- CantonForward (Downtown Canton LCI Update), Canton, GA
- Destination 2030 (Decatur Strategic Plan / LCI / Comp Plan Update), Decatur, GA
- Gwinnett Connected (McDaniel Farm Park to Gwinnett Place Mall Trail Feasibility Study), Gwinnett County, GA
- Make East Lake MARTA Yours (East Lake MARTA LCI), Decatur and Atlanta, GA
- MARTA Makeover (Downtown Stations South Transit Enhancements LCI), Atlanta, GA
- Peachtree City LCI Update, Peachtree City, GA
- Springs in Motion (Downtown Powder Springs) LCI Update, Powder Springs, GA
- Sugarloaf CID Bus Stop Enhancements LCI, Gwinnett County, GA
- Turner Field Stadium Neighborhoods LCI, Atlanta, GA

Atlanta BeltLine Corridor Design and Trails

Atlanta, Georgia

Experience of Perkins&Will

Client: Atlanta BeltLine, Inc. — **Size:** 22 miles (6.5 miles completed) — **Completion Date:** 2019 — **Awards:** Building Healthy Places Award, Urban Land Institute Atlanta, 2015; Honor Award, Tri-State ASLA, 2014; Award of Excellence, Georgia ASLA, 2014; Overall Excellence in Smart Growth Award, US Environmental Protection Agency, 2014

The BeltLine: Bringing ATL Together

Joggers cut through active construction sites. Thrill-seekers jumped security fencing at night. It was apparent the 22-miles of abandoned industrial railway was prime for transformation. Once the people of Atlanta bought into the idea of the BeltLine, construction couldn't start fast enough. With City Hall funding approved, the race was on.

As co-leads of the design, we guided the Corridor Design, Eastside Trail, and Westside Trail from initial guidelines to real-world execution under extremely tight deadlines.

Adding to the challenge was the uncooperative old land itself. Unmarked utilities and buried objects delayed progress. But the BeltLine vision prevailed and was opened to the public.





Today, more than a million people use the Eastside Trail alone. From large civic events like the Lantern Parade that pumps more than 10,000 enthusiastic people through its arteries to informal art strolls by individuals, the BeltLine is host to a true cross section of the city—a society on its way to work, shop, school, and social events—happily enjoying the company of each other.

Best of all, no one entity can control it. It belongs to everybody.



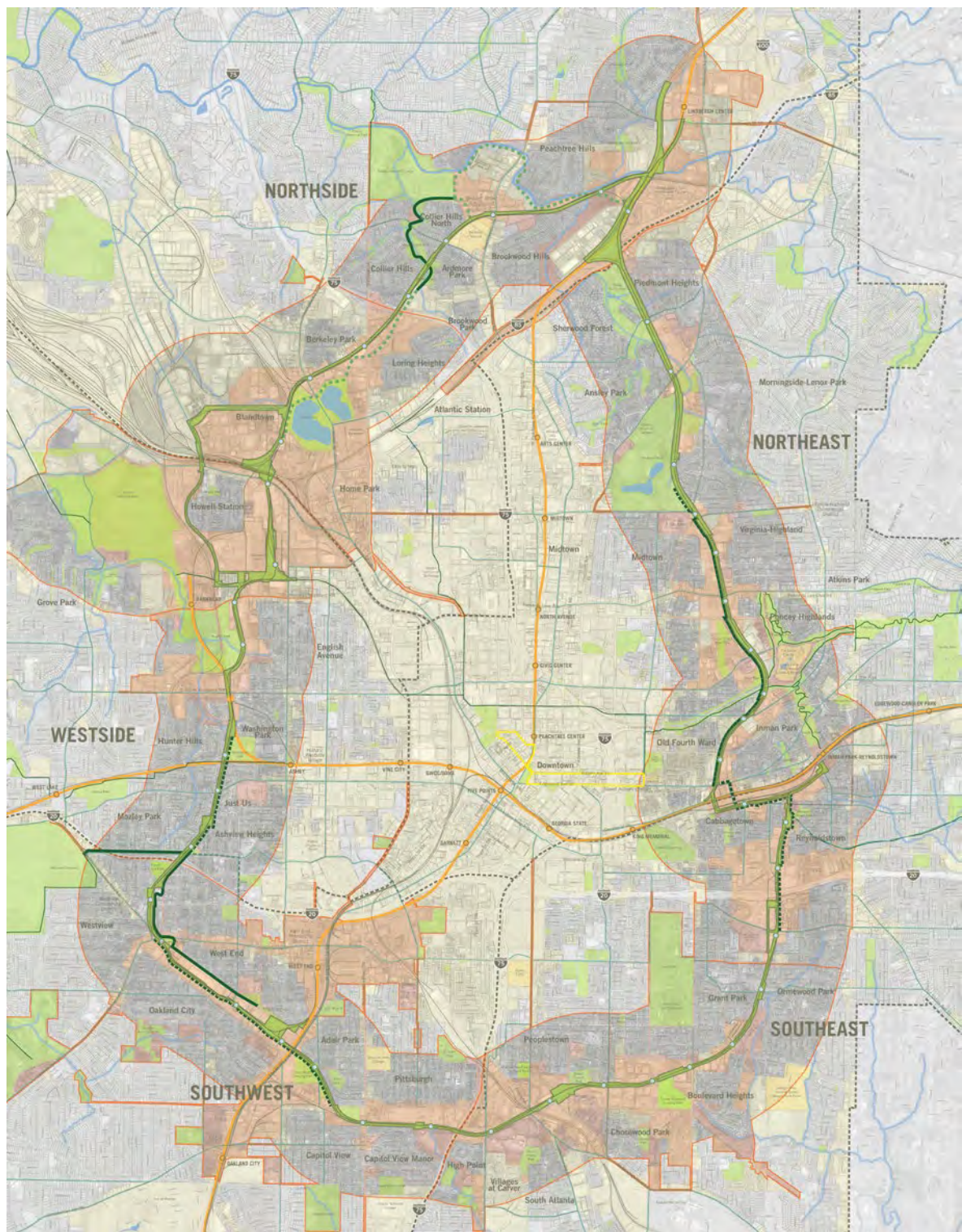


The trail is a model for how landscape infrastructure can create positive longterm environmental, economic, and social change.

Build it and they will come.

Since 2005, more than 50 projects representing more than \$2.4 billion in private investment have taken shape around the Atlanta BeltLine, with \$638 million in new development along the Eastside Trail alone.

Ponce City Market, once an empty hull, stands as a marquee example for reuse, while bordering neighborhood businesses and restaurants have reoriented themselves toward the trail to take advantage of the heavy foot traffic.





With BeltLine-as-catalyst, the health and well-being of the community is the greatest opportunity. The trail has become a premier fitness destination, inspiring Atlanta's first and only in-town running series.

The Gwinnett Way Corridor Vision Plan

Gwinnett County, Georgia

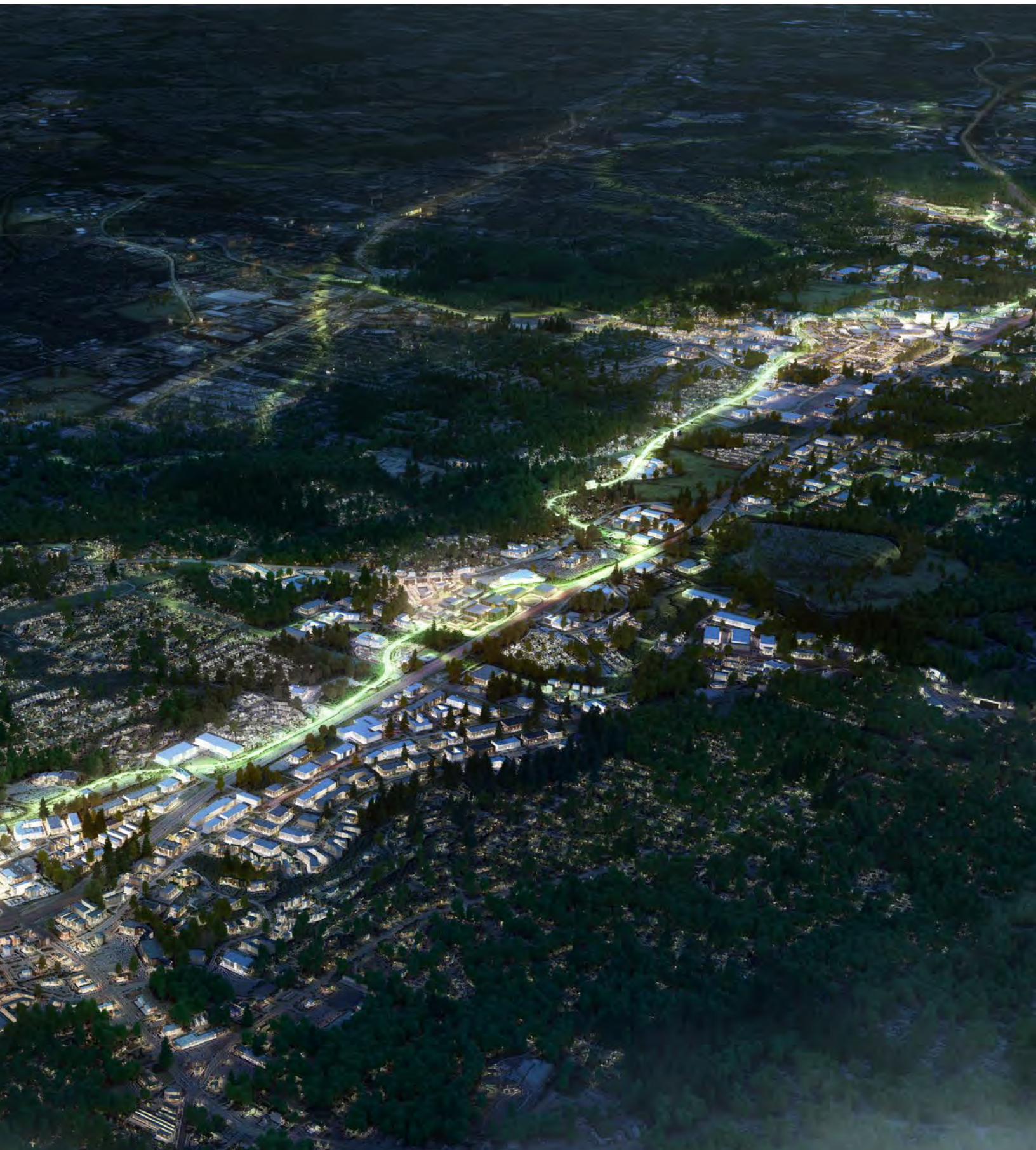
Experience of Perkins&Will

Client: Gwinnett Village CID (Gateway85 CID),
Gwinnett Place CID, Explore Gwinnett (in partnership
with Gwinnett County) — **Size:** 22 square miles

Set in southwest Gwinnett County along Brook Hollow Parkway and Satellite Boulevard, the plan formalizes proposes a highly branded and recognizable public realm to assist in generating an identity for these two beleaguered corridors. The components embedded in past planning efforts including trails, transit, redevelopment, and parks were woven into an expression rooted in Gwinnett County's diversity and highlighted by a multiuse trail forming a spine and connecting destinations and cities within the study area. Supplementing the primary public realm expression, a series of waypoints were developed to provide thresholds to new parks, act as transit stations, house community functions such as gardens, highlight opportunities for art and education, and reinforce the identity being created.

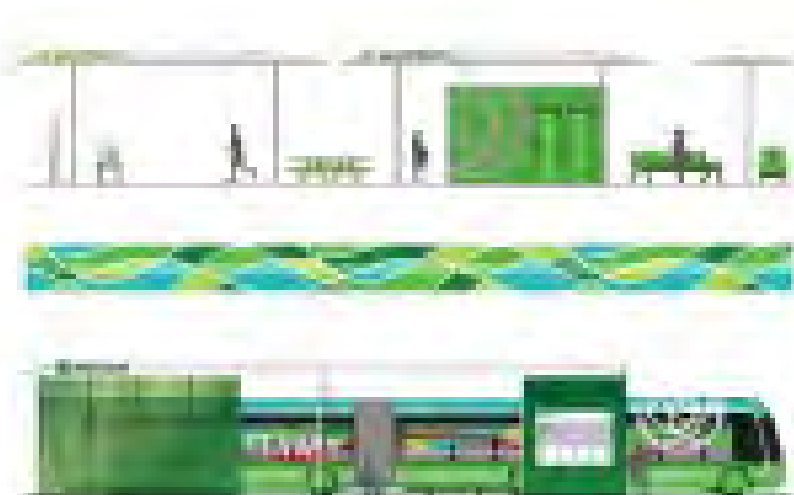
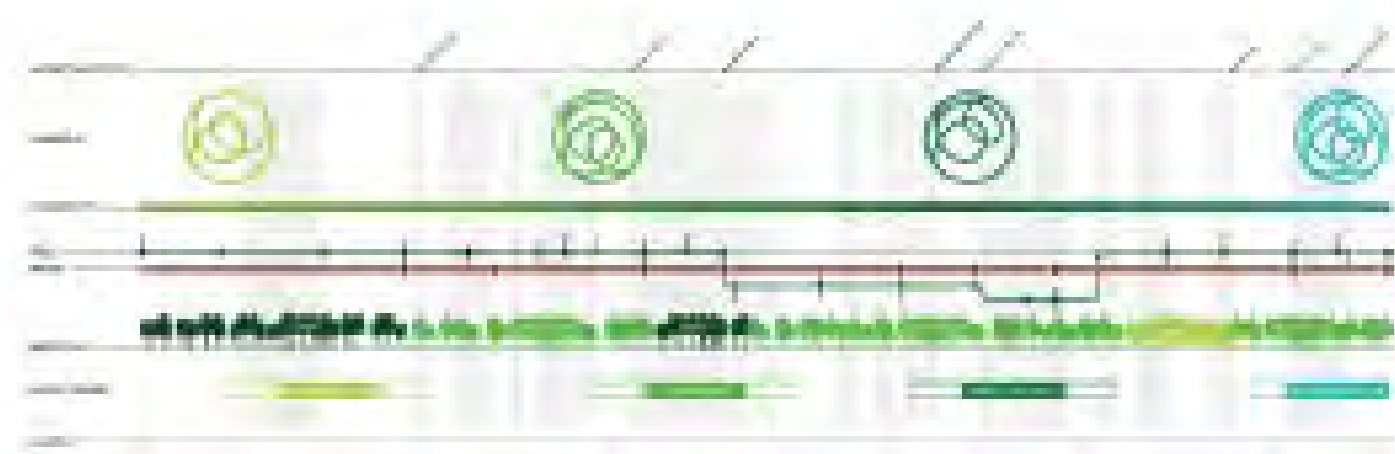
A team of landscape architects, urban designers, and brand designers broke down the dense planning documents which form the foundation of the vision into a series of active strategies; thrive, inspire, succeed, celebrate, and connect. These strategies differentiate districts as well as components across the plan further defining place at a human scale.







Planning across 22 square miles, the plan sought to integrate many visions into a single direction for a multi-modal corridor to embrace a new mode of travel and interaction for the County.



South Fork Conservancy Watershed Framework Plan

Atlanta, Georgia

Experience of Perkins&Will

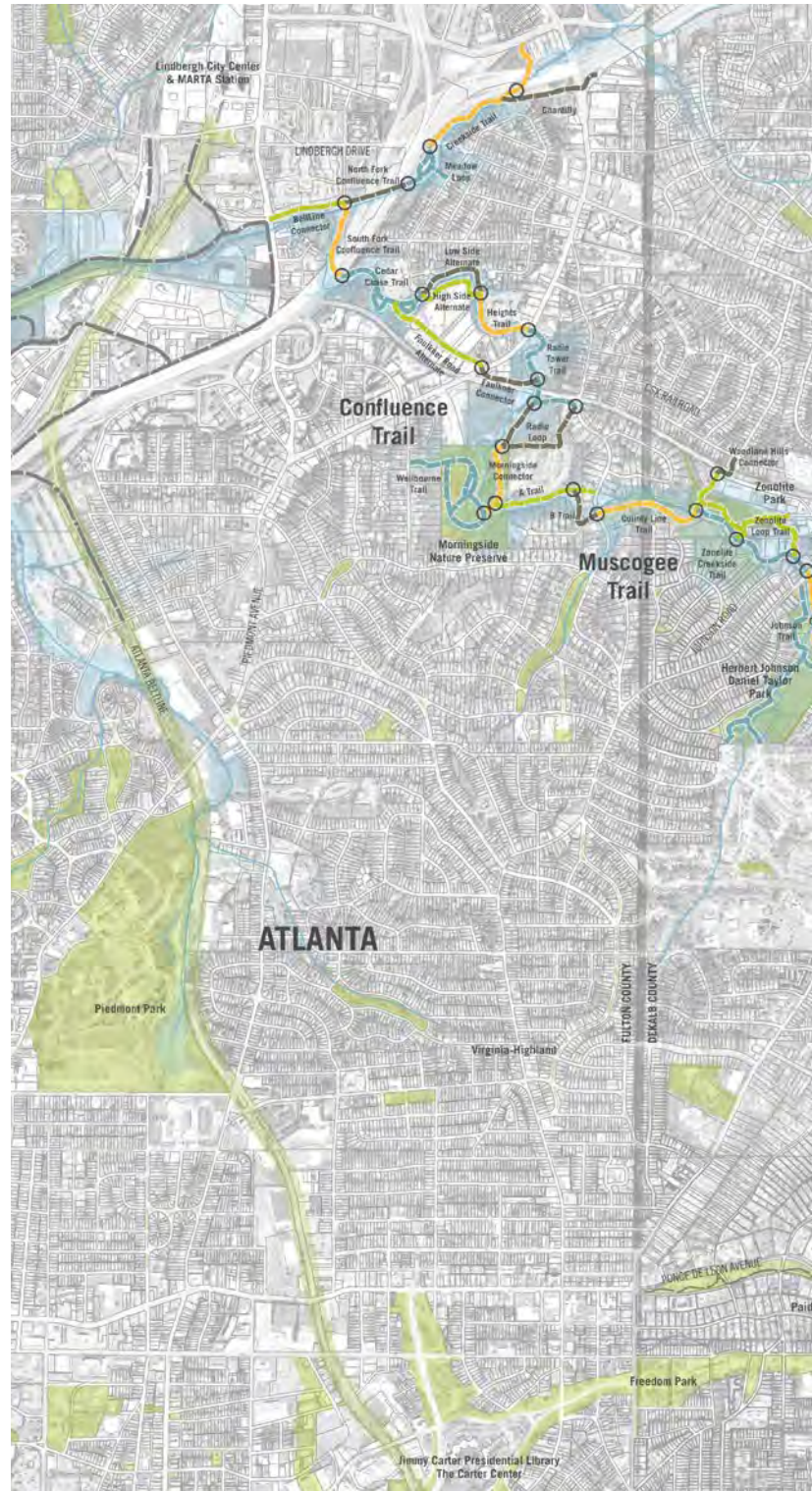
Client: South Fork Conservancy

Project Cost: N/A

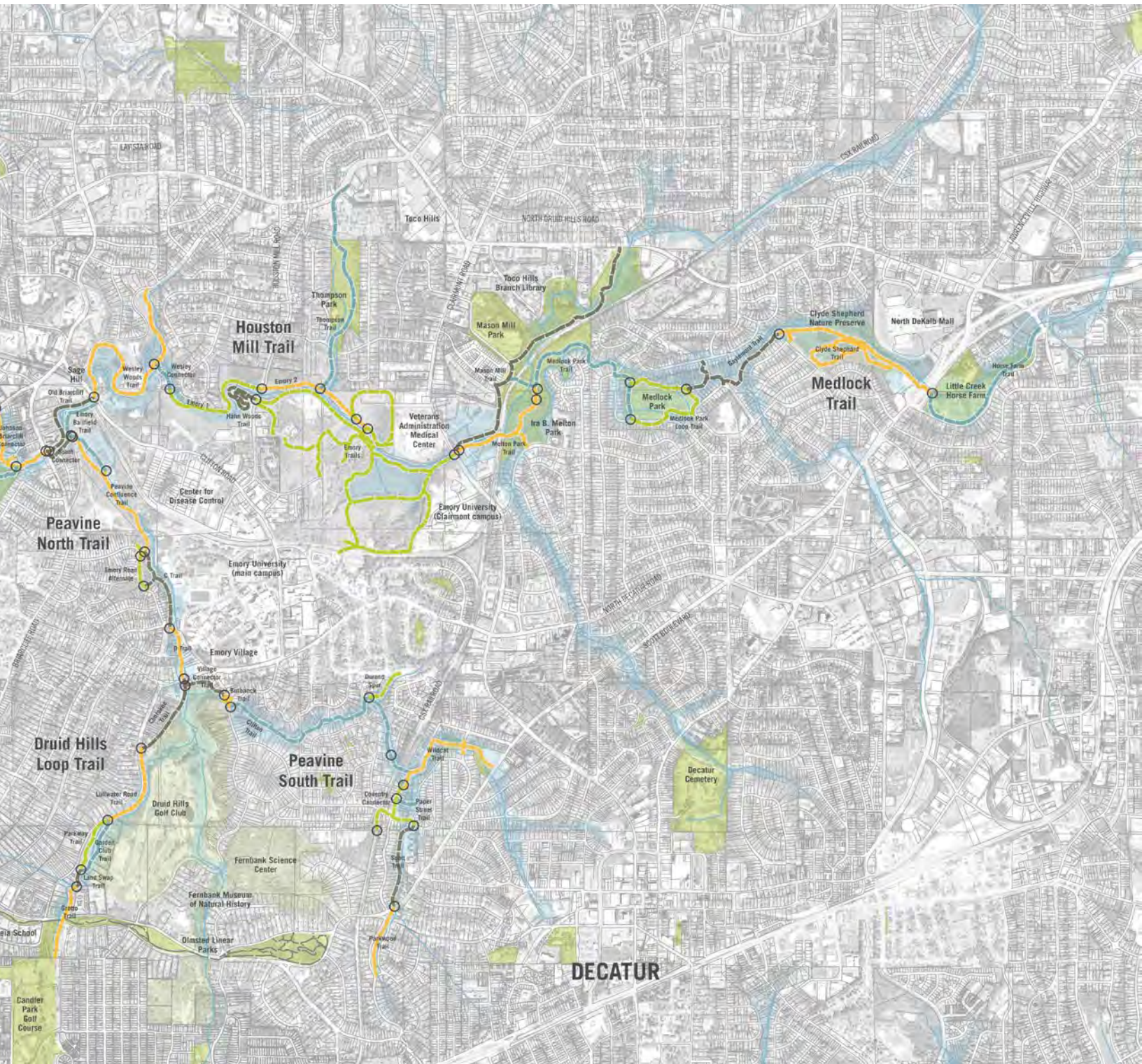
Completion Date: 2012

Awards: Grassroots Initiative Award, 2012, GPA

The South Fork Conservancy hired Perkins&Will to develop a framework plan for an expansive stretch of metropolitan Atlanta that follows the South Fork of Peachtree Creek. This “Watershed Vision” outlines the conservation and restoration of this culturally rich watershed that has suffered extensive degradation over the last century with Atlanta’s relentless expansion. Restoring this diverse watershed involves removing non-native invasive plants, removing and mitigating impervious surfaces, expanding greenspaces and building awareness through public access, education and advocacy. The document culminates in a network of trails winding 29 miles through backyards, underutilized land and leftover commercial buffer zones. Through mapping, field work and stakeholder interviews, seven trails are identified, each broken into a half dozen stretches coded on character, trail type and surface, approximate length, intended user and challenges like steep slopes, invasive species or property ownership. This vision has already resulted in the realization of one stretch, now being constructed as mitigation for a new highway ramp by the Georgia Department of Transportation.



A vision for the conservation and restoration of this culturally rich watershed that has suffered extensive degradation over the last century.



MAKING CONNECTIONS

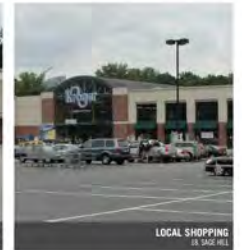
CONNECTING EXISTING GREENSPACES



CONNECTING CULTURAL TREASURES



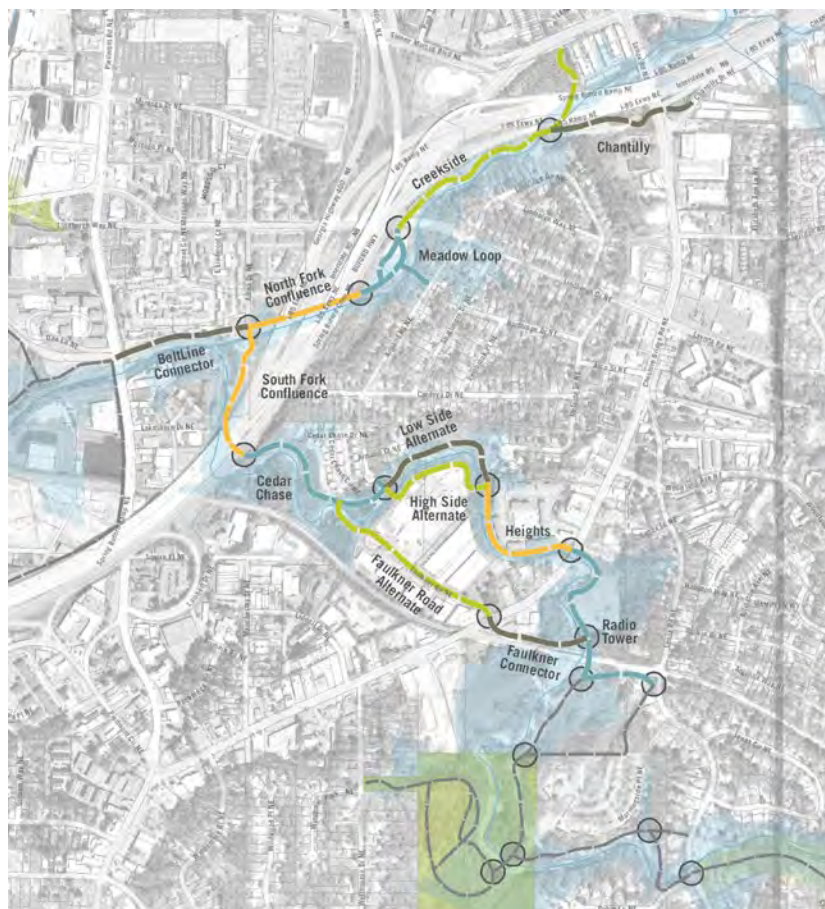
CONNECTING PLACES + PEOPLE



With a clear vision in place, the framework plan establishes a trail network from the BeltLine to North DeKalb Mall. For each segment, the corridor was cataloged with implementation direction. The plan has allowed and is allowing the Conservancy to advocate for and build the network in segments.

STRETCH CATALOG

CHARACTER	LENGTH	STATUS	TRAIL TYPE	CHARACTER	CHALLENGES
A GENERAL DESCRIPTION OF THE PHYSICAL ENVIRONMENT OR EXPERIENCE OF THE STRETCH.	APPROXIMATE LINEAR DISTANCE OF STRETCH.	CURRENT CONDITION OF THE STRETCH.	INDICATES THE INTENDED SET OF USERS FOR A PROPOSED OR EXISTING TRAIL ALONG A STRETCH.	THE TYPE OF SURFACE MATERIAL ALONG OR PROPOSED FOR THE TRAIL.	POTENTIAL ISSUES THAT CONCERN THE IMPLEMENTATION OF THE STRETCH.
 WOODED/ RESIDENTIAL	 SHORT	 CONCEPT	 PEDESTRIAN	 HARD	 PROPERTIES
 WOODED	 MEDIUM	 PLANNED	 MULTI-USE	 SOFT	 BRIDGES
 MEADOW	 LONG	 DESIGNED	 EQUESTRIAN	 STRUCTURED	 INVASIVES
 TRANSITION	 EXTRA LONG	 BUILT	 SHARED	 VARIES	 SLOPE
 OTHER					



PEAVINE CONFLUENCE



Established attractive path links Old Briarcliff to Emory neighbors

LENGTH  LONG	STATUS  BUILT	TYPE  PEDESTRIAN
SURFACE  HARD	CHARACTER  WOODED	CHALLENGES  BRIDGES

EMORY ROAD ALTERNATE



Quiet street with speed controls

LENGTH  SHORT	STATUS  CONCEPT	TYPE  PEDESTRIAN
SURFACE  HARD	CHARACTER  WOODED	CHALLENGES  BRIDGES



Alternate currently used for parking by apartment and single family residents

LENGTH  SHORT	STATUS  CONCEPT	TYPE  PEDESTRIAN
SURFACE  HARD	CHARACTER  WOODED	CHALLENGES  BRIDGES

Turner Field Stadium Neighborhoods Livable Centers Initiative

Atlanta, Georgia

Experience of Perkins&Will

Client: City of Atlanta

Size: 1.340 acres

Completion Date: 2016



— WHAT IT IS

The Turner Field LCI is a highly anticipated community plan with the potential to reshape the south side of Atlanta.

A Community-Led Vision

When the Braves packed up and moved to Marietta, Georgia State University expressed interest in Turner Field Stadium. But its neighbors expressed concerns. Loudly. Denied rezoning until a comprehensive Living Centers Initiative (LCI) was conducted, the Atlanta Regional Commission (ARC) recognized the historical significance of the project and backed it up with more funding than any other initiative in its twenty year history.

After all, a wide track of the south side would be ground zero for the plans. And if history was any teacher, its citizens could bank on being negatively impacted yet again. Thankfully, Atlanta wanted to write a new chapter. So we rolled up our sleeves and conducted a thorough engagement process with more than 1,600 stakeholders in 10-15 work groups with hundreds of people at a time. We built architectural models to aid visualization and ultimately created three different master plans.

Over time it became so loud and clear what had to be done, the city granted rezoning before our final report was finished.



— WHAT MAKES IT COOL

Activity visioning was utilized, a signature exercise that gets the community to talk about what they actually want.





*Flexibility and
Density*



*Edges
(neighborhood and
interstate)*



*Public
Open Space*



*Corridors and
Transit*



*Legacy
(neighborhood and
sports)*



*Stadium
Elements*

Diversity and Inclusion

When your plans of urban renewal involve other people's neighborhoods, sharing your vision is foundational stuff. Especially when the impacted communities have lived with the broken promises of "urban revitalization" for decades. Trust, as they say, must be earned.

Enter Activity Visioning. A signature exercise that gets the community to talk about what they actually want. Trolleys? Grocery stores? Parks?

And what would they want to be? An urban village, quiet neighborhood, or something else? These answers informed a solution that helped zero in on the final master plan—one that all parties could agree on.



→
Over 1600
community residents
and stakeholders and
provided the critical
feedback needed to
build a bold plan.



←

The planning team facilitated dialogues to shape a common vision for the future of the area that was both realistic and ambitious while celebratory of the historic significance of the site.

Kensington Station Master Plan

DeKalb County, Georgia

Experience of Perkins&Will and Sycamore Consulting

Client: MARTA

Size: 35 acres

Completion Date: Ongoing

Kensington Station is envisioned as a regional center, and this plan redesigns the station to meet the needs of the surrounding community. This master plan aims to meet MARTA's goals of (1) encouraging a mixed-use, walkable environment with housing, retail, office, and a new approach to parking; (2) offering a variety of housing choices at different price points; (3) increasing ridership and generating revenue for MARTA; (4) improving multimodal access and safety to the station entrances and on the surrounding streets; and, (5) applying for re-zoning on the MARTA properties that will allow for housing density and a mix of uses that support transit. MARTA submitted their rezoning application in October 2022, and the public process for rezoning will run through January 2023.

This project involved a fun and robust engagement process with pop-ups at StationSoccer and MARTA Market, online activities, targeted focus group discussions, and a final open house to unveil three site plan concepts. Three street frameworks and corresponding site plans show how MARTA's goals can be met through a series of consistent design parameters. Each plan shows ~1,700 new residential units, 50,000 SF of commercial space, a town green, expanded and more connected bus service, connections to trail networks, MARTA patron parking, a permanent location for StationSoccer, and repurposing existing green areas as usable public spaces.



**A vision of a community gathering place
—making room for neighbors, reusing
spaces for parks, and encouraging greater
connections.**





Three plans provide MARTA and a future developer with flexibility to meet the design parameters through different ways upon further study.





Concept Plan 1 of 3



StationSoccer & Stormwater Park

Much to the community's enthusiasm, StationSoccer officially opened at Kensington Station in July 2022, using the parking lot farthest from the station building entrance. StationSoccer continues to grow in popularity and people of all ages use StationSoccer. Because of this, we wanted to find a permanent location for the fields in the future redevelopment. A fenced and inaccessible stormwater detention pond

on the northeast corner of the site is reimagined as a usable public space with connecting trails, overlooks, and a re-designed stormwater pond. StationSoccer is relocated with this park, overlooking the scenic new views and adjacent to mixed-use buildings. This new location is much closer to the station building entrance, so players can safely walk to the fields for their practice and games.



Access into the MARTA site



Porous Edges that Connect to Regional Networks

Kensington is an island surrounded by major auto-oriented thoroughfares. This plan reuses existing green spaces as publicly-accessible parks and envisions safe pedestrian and bike connections to and throughout the site, with trails, sidewalks, and a walkable street grid.

Path 400 Planning, Design, & Implementation

Atlanta, Georgia

Experience of Perez Planning + Design

Client: Livable Buckhead

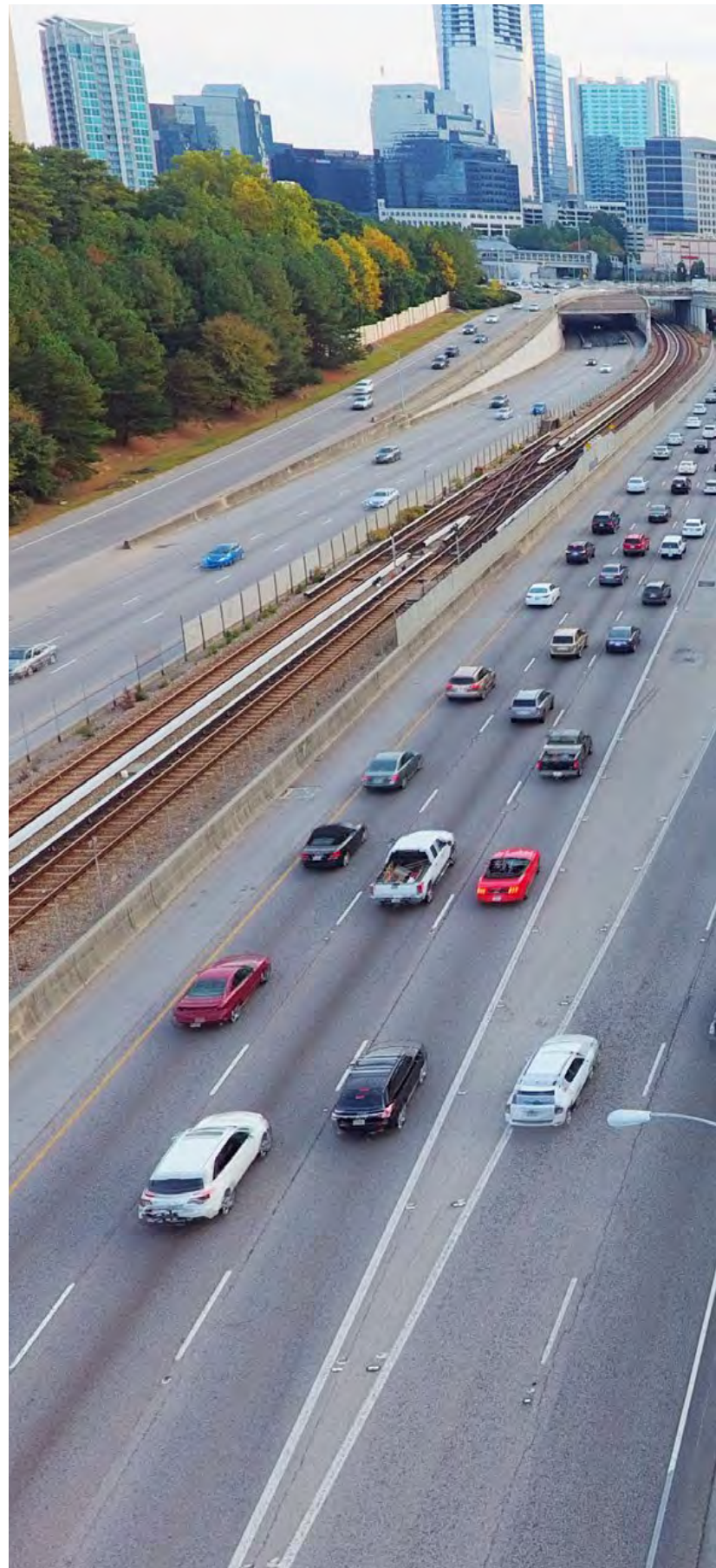
Size: 5.2 miles

Completion Date: 2014

Awards: 2018 ASHTO Quality of Life / Community Development Award; 2016 Georgia Partnership for Transportation Quality Grand Prize Winner for Alternative Mode Transportation Facility

The PATH 400 Trail is the backbone of the Trails and Greenways Sub-System of the Buckhead Collection - a greenspace action plan completed for Council District 7 and the Buckhead Community Improvement District (BCID) by Carlos F. Perez while at another firm. Once completed, this grey-to-green infrastructure project will transform over 30 acres of underutilized land and detention ponds into a linear system of trails and greenspaces that will enhance pedestrian and bicycle connectivity while addressing the social, recreational, and environmental needs and desires of the community.

The trail is approximately 5.2 miles long extending from the northern boundary of Buckhead to Atlanta's BeltLine along underutilized joint Georgia Department of Transportation (GDOT), Georgia State Road and Tollway Authority's (SRTA), Metropolitan Atlanta Rapid Transit Authority (MARTA), and Norfolk Southern right-of-way. Carlos worked with the project team on the design and engineering serving as the Deputy Project Manager and providing public involvement, design, and landscape architecture construction documentation services based on GDOT policies and procedures.





Eastside Trolley Trail Extension Concept Design and Construction Documents

Atlanta, Georgia

Experience of Perez Planning + Design

Client: PATH Foundation — Completion Date: 2019

Extending from Hosea L. Williams Drive west to Montgomery Street, the Trolley Trail was one of the first trail segments built in the City of Atlanta by the PATH Foundation in 1996. Perez Planning + Design, LLC (PP+D) was hired by the PATH Foundation to complete a vision, feasibility study, and construction documents that extended the trail from Montgomery Street west to the Atlanta BeltLine.

PP+D worked with the PATH Foundation, the City of Atlanta Chief Bicycle Officer, City of Atlanta Council Person, and area residents to develop a vision for extension of the trail along 12 city blocks. Each city block presented a unique challenge related to utilities, single-family home egress and ingress, traffic mobility, and pedestrian and bicycle circulation that PP+D had to consider, while also addressing the desires of area residents, project construction budget, and the City of Atlanta's Chief Bicycle Officer's goal for the project. The vision and feasibility study was successfully completed with full support from area residents, the City of Atlanta Chief Bicycle Officer, the City of Atlanta Council Person, and the PATH Foundation. PP+D completed construction documents for the project in 2019 and the project is currently under construction.

“For too long, the City’s neighborhoods east of Moreland Avenue have lacked safe connections for residents to walk and bike to other parts of the City. The Trolley Trail is a major opportunity for the benefits of the BeltLine to be shared with more of Atlanta’s communities. By finishing the Trolley Trail started by the PATH Foundation, we can better connect the City’s eastern neighborhoods to the Atlanta BeltLine and a growing regional trail network that offers more ways to get around without driving.”

- Councilmember Natalyn Archibong



The Eastside Trolley Line Trail Project is an incredible opportunity to convert the historic Atlanta-Decatur Trolley line to a linear park and multi-use trail. The Eastside Trolley Line Trail will connect Kirkwood, Edgewood, and Reynoldstown neighbors with the BeltLine, Coan Park, Gilliam Park and many other local destinations.



NW Atlanta Cycle Track Feasibility Study

Atlanta, Georgia

Experience of Perez Planning + Design

Client: PATH Foundation

Completion Date: 2015

Perez Planning + Design, LLC (PP+D) was hired by the PATH Foundation to lead a multidisciplinary consultant team comprised of Kaizen Collaborative, Inc. and Toole Design Group to complete a feasibility study for the NW Atlanta Cycle Track and Multi-Use Trail that will extend from Northside Drive, NE south along Tech Parkway, Luckie Street, NE, Baker Street, NE and Centennial Olympic Drive and terminates near the CNN Center on Marietta Street, NE.

The project scope included completing traffic counts for the corridor and twelve intersections, a traffic impact analysis with a 2025 horizon year, and the development of conceptual design alternatives for the cycle track and multiuse trail. PP+D worked collaboratively with staff from the Georgia Institute of Technology, Coca-Cola Headquarters, City of Atlanta, and Centennial Olympic Park to develop proposed alternatives. These alternatives considered projected future traffic volumes, Georgia Institute of Technology campus expansion plans, the College's Recreation Activity Center's competitive athletic events, the Coca-Cola Company Headquarters traffic patterns, and Centennial Olympic Park design projects.

The project study led to the Georgia Institute of Technology and the Coca-Cola Company pledging over \$1 million towards the construction of the project and the initiation of construction documents for the project.





Path Parkway - Luckie Street Cycle Track Design and Engineering

Atlanta, Georgia

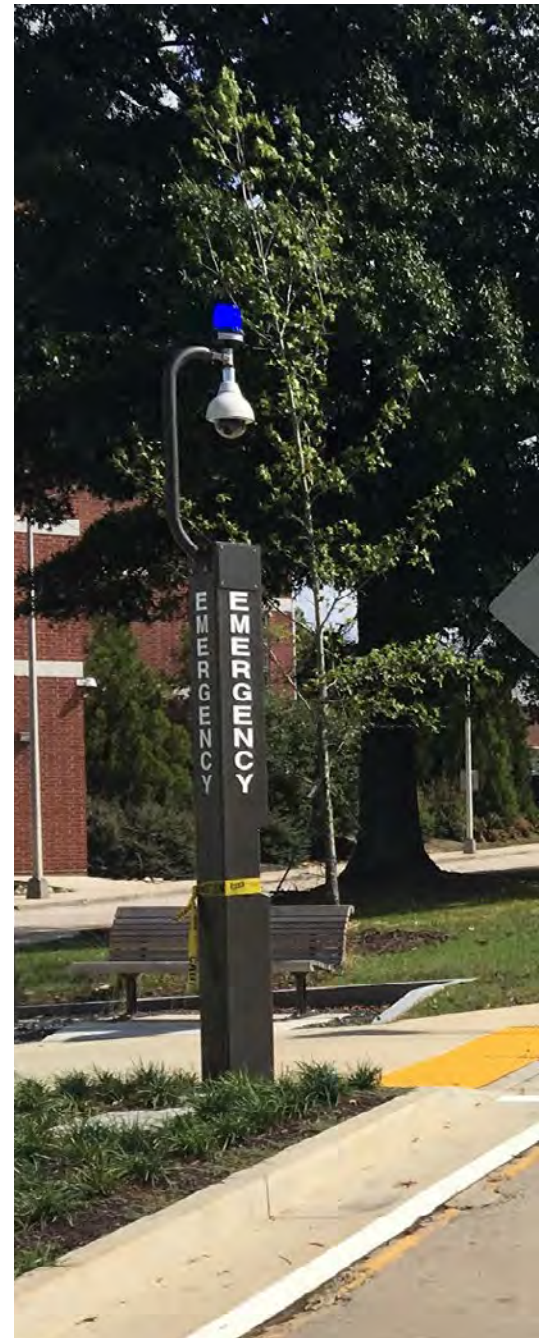
Experience of Perez Planning + Design

Client: PATH Foundation

Completion Date: 2017

After the completion of the NW Atlanta Cycle Track Feasibility Study, Perez Planning + Design, LLC (PP+D) continued working collaboratively with a multidisciplinary design team including the PATH Foundation, Lewallen Construction, Kaizen Collaborative, A&R Engineering, JV Engineering, and Atlanta Consulting Engineers on the development of construction documents for a segment of the corridor including the Tech Parkway + Luckie Street.

The development of construction documents required close coordination with the Georgia Department of Transportation (GDOT), Georgia Institute of Technology, the Coca-Cola Company, and the City of Atlanta. The project was completed during the Summer of 2017.





Existing



Proposed



City of Brookhaven Peachtree Creek Greenway Master Plan

Atlanta, Georgia

Experience of Perez Planning + Design

Client: City of Brookhaven

Completion Date: 2016

Perez Planning + Design, LLC (PP+D) was selected by the City of Brookhaven to develop a Master Plan for the Peachtree Creek Greenway. The objective of the project was to develop a framework for constructing an integrated system of multi-use and natural trails along the North Fork of Peachtree Creek.

The Peachtree Creek Greenway Master Plan coalesces the desires of Brookhaven residents, City and DeKalb County officials, local businesses and non-profits to realize the development of a multi-purpose linear park along the North Fork of Peachtree Creek. The Peachtree Greenway Master Plan lays out the proposed details of the 3.2 mile linear park – envisioned to feature a series of trails including nature trails, paved multi-purpose paved trails, and paved promenade trails near the revitalized corridor dotted with residences, offices, restaurants, bike rental stands, coffee shops and picnic areas – the plan suggests alignment, amenities, design specifications and implementation strategy.

The project scope included the review of previously completed plans, site analysis and corridor evaluation, public engagement, conceptual plans and cost estimates, and an implementation strategy. Public input included direction by a Steering Committee, public workshops, and many one-on-one interviews with elected officials, corridor and trail neighbors, and neighborhood organizations. Since the completion of the plan, PP+D has worked on the construction





Centennial Olympic Park Signature Streetscape and Cycle Track

Atlanta, Georgia

Experience of Perez Planning + Design

Client: PATH Foundation

Completion Date: 2019

Perez Planning + Design, LLC (PP+D) was hired by the PATH Foundation, Inc. and the Georgia World Congress Center to complete the Design and Engineering for the Centennial Olympic Park Signature Streetscape and Cycle Track. This important connection completes the missing bicycle and pedestrian link between the John Portman Cycle Track and Streetscape project and the Luckie Street Cycle Track, also completed by PP+D.

The design of the streetscape and cycle track are inspired by the design vocabulary of Centennial Olympic Park. Paving and paver materials, colors, and patterns are utilized in such a way that the streetscape and cycle track feel as though they are an extension of the Park. The cycle track is separated from the pedestrian way by a raised planter.

In order to facilitate the safe interaction of pedestrians entering and exiting the park and cyclist riding along the cycle track, PP+D used ground mounted LED light fixtures in the Mixing Areas that are activated to flicker when cyclists break the plane of laser beams located at strategic distances from Park entrance crossings and Mixing Areas. The flickering of lights alert pedestrians that cyclist are approaching the Mixing Area.







The Meadoway
Located in Ontario



4

Required Forms

ADDENDUM #4

Attachment "A" Required Submission Documents



RESPONSE CERTIFICATION

By Signing and Submitting this Response, the Company/Firm certifies that:

- a. It is under no legal prohibition to contract with the City of Clarkston.
- b. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c. It has no known, undisclosed conflicts of interest.
- d. No offer of gifts, payments, or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and/or goods/materials covered by this agreement/contract.
- e. It understands the City of Clarkston may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public/open records request pursuant to Georgia Code and/or Federal Freedom of Information Act.
- f. Respondent hereby warrants to the City that the respondent and each of its subcontractors will comply with, and are contractually obligated to comply with all Federal Immigration Laws and regulations that related to their employees.
- g. Respondent certifies that they have not been debarred by any Federal or public agency.
- h. It is current on any and all obligations due the City.
- i. It will accept such terms and conditions in a resulting agreement/contract if awarded by the City.
- j. The signatory is an officer or duly authorized agent of respondent with full power and authority to submit binding offers for the services specified herein.
- k. Proposers ~~acknowledge~~ ^{acknowledge} receipt of all Addendum and "Response to Questions" and this acknowledgement shall be included in the submitted proposal

ACCEPTED AND AGREED TO:

Company Name: Perkins+Will, Inc.

Signature: *Cassie Brnum*

Printed Name: Cassie Brnum

Title: Managing Principal

Date: 12.20.2022

Attachment "A"
Required Submission Documents

BIDDER INFORMATION

Company Name: Perkins+Will, Inc.	
Company Address: 1315 Peachtree Street NE, Atlanta, Georgia 30309	
Authorized By (typed or printed name): Cassie Branum	
Title: Managing Principal	
Authorized Signature: 	Date: 11.30.2022
Telephone Number: 404.443.7483	
Fax Number : 404.892.5823	
Email Address: cassie.branum@perkinswill.com	
Company's Web Page: www.perkinswill.com	

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: Perkins&Will			
Remit to Address: 410 N. Michigan Avenue, Suite 1600			
City: Chicago	State: IL	Zip: 60611	County:
Phone: 404.443.7500	Fax: 404.892.5823	Toll Free:	
Contact: Chris Tully		Email: chris.tully@perkinswill.com	
Tax ID: ☐ SSN _____ Federal Tax ID 36-2690384			
Business Type: ☐ Individual ☒ Business ☐ Misc.			

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name: Perkins&Will			
Purchase Order Address: 1315 Peachtree Street NE			
City: Atlanta	State: GA	Zip: 30309	County: Fulton
Phone: 404.443.7500	Fax: 404.892.5823	Toll Free:	
Contact: Chris Tully		Email: chris.tully@perkinswill.com	
Payment Terms: Discount <u>N/A</u> % No. Days <u>30</u> Net Due <u>30</u>			
Freight Terms: Ship Via: <u>N/A</u> FOB _____			

MBE/DBE/WBE STATUS (check appropriate box(es))

☐ African American	☐ Hispanic	☐ Native American	☐ Asian American
☐ Disabled	☐ Veteran	☐ Woman-Owned	☒ Not-Applicable

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Perkins+Will, Inc.

Address: 1315 Peachtree Street NE, Atlanta, Georgia 30309

When Organized: 1935 Where Incorporated: Delaware

How many years have you engaged in business under the present firm name? 52

Credit available for this contract? Yes

Contracts now in hand? Confidential

Has bidder ever refused to execute a contract at the original bid amount? No

Has bidder ever been declared in default on a contract? No

Comments: _____

Company Name: Perkins+Will, Inc.

Authorized By (typed name): Cassie Branum

Authorized Signature: *Cassie Branum*

Title: Managing Principal Date: 11.30.2022

References

Following is a reference list of contracts that are similar to this project:

<u>NAME OF PROJECT/DATE</u>	<u>LOCATION</u>	<u>CONTACT</u>	<u>PHONE #</u>
<u>PATH 400/2014</u>	<u>Atlanta</u>	<u>Denise Starling, Exec. Dir.</u>	<u>(404) 842-2682</u>
<u>MARTA, Multiple Projects/Ongoing</u>	<u>Atlanta</u>	<u>Debbie B. Frank, Dir. TOD</u>	<u>(404) 848-5011</u>
<u>Atlanta BeltLine/2019</u>	<u>Atlanta</u>	<u>Kevin Burke, Dir. Design</u>	<u>(404) 477-3637</u>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29th DAY OF November, 2022

[Signature]
Notary Public

My Commission Expires: 1/27/25

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☒ , do not ☐ , propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS	TYPE OF WORK	% of Contract
Perez Planning + Design 878 Peachtree St NE, #827, Atlanta, GA 30309	Trail Planning & Design	23%
Sycamore Consulting 627 East College Avenue, Suite E, Decatur, GA 30030	Community Engagement	16%
Purpose Possible 581 Grant Street SE, Atlanta, GA 30312	Funding	1%
Trail Connection, LLC 1226 Briar Hills Drive, Atlanta, GA 30306	Trail Planning & Design	4%

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ☒ , do not ☐ , propose to employ the minority sub-contractors as listed below on some of the work on this project.

[illegible]

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

- ☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.
- ☒ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.
Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: Perkins+Will, Inc.

Authorized By (typed name): Cassie Branum

Authorized Signature: *Cassie Branum*

Title: Managing Principal Date: 11.30.2022

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29th DAY OF November, 202 2 My Commission Expires: 1/27/25

Tara Hill
Notary Public

[NOTARY]



Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

- ☒ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Perkins+Will, Inc.

Authorized By (typed name): Cassie Branum

Authorized Signature: *Cassie Branum*

Title: Managing Principal Date: 11.30.2022

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29th DAY OF November, 2022

My Commission Expires: 1/27/25

Tararra Hill
Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: RFP 10312022, Clarkston Greenway Feasibility Study

Name of Contracting Entity: City of Clarkston, City Manager's Office

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to City of Clarkston at the time the subcontractor(s) is retained to perform such service.

266480
EEV/E-Verify™ User Identification Number

10.29.2009
Date of Authorization

☐ Check if exempt

Cassie Branum
By: Authorized Officer or Agent
(Name of Person or Entity)

11.30.2022
Date

Managing Principal
Title of Authorized Officer or Agent

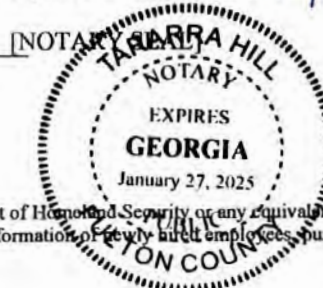
Cassie Branum
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29th DAY OF November, 2022

My Commission Expires: 1/27/25

Tara Hill
Notary Public



* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Attachment "A"
Required Submission Documents



City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021
Tel: (404) 296-6489

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 30 day of November, 2022

Signature of Contractor: Cassia Brown

Title: Managing Principal

For City of Clarkston Personnel Only:

City of Clarkston Finance Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Finance Director _____ Date _____

Printed Name _____

NON COLLUSION AFFIDAVIT

Date:	11.30.2022
Project:	City of Clarkston
Project #:	10312022
Project Description:	Clarkston Greenway Feasibility Study
Services Provided:	General Contracting
State of:	Georgia
County of:	DeKalb

I, Cassie Branum having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against City of Clarkston, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:
Cassie Branum, Perkins+Will Inc.



(Signature)



Cassie Branum, AICP, LEED AP
Principal
404.433.7483
cassie.branum@perkinswill.com

Perkins&Will

CITY OF CLARKSTON

ITEM NO: 4D

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discuss/Review

SUBJECT: To discuss the recommended firm to perform the Church Street and Lovejoy Street Sidewalk project.

DEPARTMENT:

Planning Economic/Development

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the recommended firm to perform the Church Street and Lovejoy Street Sidewalk project.

NEED/ IMPACT:

The City of Clarkston received four (4) bids for the Church Street and Lovejoy Street sidewalk project. Prior to advertising the project management team prepared a cost estimate in July 2022 of \$140,000 to \$160,000 for the project to ensure that the received bids were within a comparable amount.

In November 2022, the evaluation team reviewed each submitted proposal based on the Invitation to Bid requirements. Based on the bid requirements, Construction 57, Incorporated presented the lowest bid at \$160,710.

The 2022 Local Maintenance Improvement Grant (LMIG) funding allocation of \$ 91,600.45 with the 30% local match of \$27,480.14 along with an additional \$41, 629.41 will be used to complete this project. The total cost of this project is \$160,710.00.

RECOMMENDATION:

Staff recommends Construction 57 to perform the Church Street and Lovejoy Sidewalk project at a project cost of \$160,710.00.

MEMO
CHURCH AND LOVEJOY STREET SIDEWALKS
LMIG 2022

Background: Four (4) bids were received on November 21st, 2022;

- SOL Construction, LLC - \$171,418
- Construction 57, Inc. - \$160,710
- R&B Developer, Inc. - \$199,285
- Ohmshiv Construction - \$234,374

Staff Estimated Cost of Work:

Prior to advertising for the project, staff prepared a cost estimate to ensure bid amounts were reasonable. Based on current unit prices for other projects in the Atlanta area for similar work tasks, staff estimated the cost of work to be approximately \$134,500.

Required Bid Submittal Documents: Each firm, with the exception of Construction 57, Inc., omitted acknowledgment of addendum or “Response to Questions”.

Post Bid Submittal Review of Documents: As with all bids, a detailed analysis of the submittal documents was performed after the bids were submitted to ensure compliance with the Invitation-to-Bid (ITB) requirements. This analysis resulted in the following:

- ❖ Construction 57, Inc. has performed work for other cities and counties in Georgia
- ❖ Construction 57, Inc. is a GDOT pre-qualified construction firm
- ❖ Construction 57, Inc. has performed sidewalk work successfully in the City of Clarkston since 2014.
- ❖ Construction 57, Inc. met the document submittal requirements in the ITB

Recommendation

Construction 57, Inc. is the low bidder and has met all the bid requirements. Although the bid amount exceeds the engineering estimate, given the escalation in cost of materials and labor, the project cost is reasonable for the proposed scope of work tasks.

Staff recommends an award to Construction 57, Inc.

LMIG Funding

LMIG 2022 Allocation -	\$91,600.45
30% Match -	<u>\$27,480.14</u>
MIN. CONTRACT AMOUNT =	\$119,080.59

- Final Project Costs must remain greater than \$119,080.59
- City responsible for 100% of the cost of the work exceeding \$91,600.45
- Only qualified materials allowed by GDOT – no landscaping or street furniture

Next Steps

- ✓ Work will require obtaining temporary construction and driveway easements from 2 parcel owners. The easement documents are being prepared, followed by meetings with

the owners for approval. Completed easement forms will be provided to the city manager for acceptance in early January 2023.

- ✓ Contract will be prepared and submitted to the City Manager or signatures upon city council vote on the low bidder

Church Street/Lovejoy LMIG Sidewalk Project

Funding: City of Clarkston and GDOT LMIG

2022 LMIG Allocation: \$91,000

City Required Min. 30% Match: \$27,300

LMIG Required Minimum Project Cost: \$118,300

City Estimated Project Cost: \$150,000-\$160,000

City Financial Responsibility: All project costs in excess of \$91,000

Project Scope: New 5 ft. sidewalk construction, resetting of existing granite curb and 18 inch grass beauty strip. ADA ramps will be constructed at every street/trail/driveway within the path of the sidewalk footprint. Due to shoulder and driveway topography and specimen trees constraints; the following construction and design tasks will be incorporated into the project:

- Use of porous concrete sidewalk at selected locations
- Sidewalk footprint behind trees (not adjacent to the roadway) in select locations
- Significant driveway construction easements due to steep driveway slopes
- Reconstruction of a retaining wall off right-of-way
- 4 ft. sidewalk and no 18 inch grass beauty strip in select locations

Project Limits: Church Street beginning at the end of the existing sidewalk at the Mell Ave trailhead to Lovejoy Street and on the west side of Lovejoy from the Church Street intersection to the PATH Trail.

Schedule: Advertise to-bid in August with bid tabulation to city council in September and contractor NTP issuance in October.

LMIG Schedule Requirement: Contractor must be under contract and issued NTP before 12/31/2022

NEXT STEPS

- Need council approval of sidewalk footprint before advertising to-bid.
- Staff will need to obtain temporary construction and driveway easements from 3 property owners for retaining wall reconstruction and driveway reconstruction



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 23, 2021

Beverly Burks, Mayor
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021-1711

RE: Fiscal Year 2022 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Burks:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2022 LMIG Program in July 2021. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2022 LMIG Application, please visit the Department's website at www.dot.ga.gov/PS/Local/LMIG. This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, **Chartrae Kent**, at **770-216-3867** for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2019 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2019, 2020, and 2021. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

All electronic LMIG applications must be received no later than February 1, 2022. Failure to submit applications by the deadline might result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2022 Program is **\$91,600.45** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Russell R. McMurry".

Russell R. McMurry, P.E.
Commissioner

cc: Mr. Paul Denard, P.E.; Mr. Robert Brown; Hon. Zulma Lopez; Hon. Kim Jackson; Chartrae Kent

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20 22
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: December 8, 2021

Name of local government: City of Clarkston

Address: City Annex; 1055 Rowland Street, Clarkston, GA 30012

Contact Person and Title: Shawanna Qawiy; Interim City Manager

Contact Person's Phone Number: 678-409-9683

Contact Person's Fax Number: NA

Contact Person's Email: sqawiy@cityofclarkston.com

Is the Priority List attached? YES

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Beverly H. Burks (Name), the Mayor (Title), on behalf of City of Clarkston (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20 22**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

E-Verify Number

Beverly H. Burks (Signature)
Beverly H. Burks (Print)

Sworn to and subscribed before me,

This ____ day of _____, 20 ____.

Mayor / Commission Chairperson

In the presence of:

NOTARY PUBLIC

(Date)

My Commission Expires:

LOCAL GOVERNMENT SEAL:

NOTARY SEAL:

SCHEDULE OF VALUES
ENGINEERING ESTIMATE
OF
CONSTRUCTION COST

<i>City of Clarkston, GA</i> <i>2022 LMIG CHURCH ST. AND LOVEJOY ST. SIDEWALKS</i> Project Description: Provide all labor, materials, equipment and services for grading, demolition, resetting existing granite curb, new sidewalk, crosswalks, ADA ramps, driveway reconstruction and related tasks					
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Item Code	Item Description	Qty	Unit Item	Unit Price	Cost
150-1000	TRAFFIC CONTROL	1	LS	8000	8000
163-0232	TEMPORARY GRASSING	0.2	AC	600	120
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE; TYPE A	600	LF	1.25	750
171-0010	TEMPORARY SILT FENCE; TYPE A	600	LF	2.25	1350
210-0100	GRADING COMPLETE ¹	1	LS	30,000	50,000
430-0160	PLAIN CONCRETE PVMT, CL 1 CONC, 6 IN THK	6	SY	60	360
441-0018	DRIVEWAY CONCRETE, 8 IN TK W/ FIBER MESH	25	SY	80	2000
441-0104	CONC. SIDEWALK, 4 IN	340	SY	35	11,900
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	200	LF	19	3800
441-7011	CURB CUT WHEELCHAIR RAAMP. TYPE A (includes detectable warning surface truncated domes – yellow)	4	EA	1100	4400
441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D (includes detectable warning surface truncated dome - yellow)	8	EA	1200	9600
500-3201	GDOT RETAINING WALL; CLASS B	70	CY	600	4200
500-9999	CLASS B CONC. BASE (for granite curb reset)	50	CY	300	15,000
611-5280	RESET GRANITE CURB	400	LF	9	3600
643-8200	BARRIER FENCE (ORANGE), 4 FT. TREE PROTECTION FENCE	100	LF	2.10	210
653-1804	THERMO SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	300	LF	3.50	1050
668-1100	CATCH BASIN, GP 1 (includes brick riser)	1	EA	3200	3200
NA	LANDSCAPE ³	1	LS	2,000	\$2,000
700-9300	SOD (Bermuda - TiFway 419)	200	SY	10	2000
702-9025	LANDSCAPE MULCH	50	SY	18	900
754-4000	WASTE RECEPTACLE UNIT	1	EA	2800	2800
754-5000	BENCH (4 ft)	1	EA	3200	3200
NA	POROUS RUBBERIZED SIDEWALK 6 IN. (within root zone of each tree)	50	SY	60	3000
NA	CONTINGENCY	1	LS	5,000	\$5,000
				TOTAL	\$138,440

LMIG 2022 Allocation - \$91,600.45
30% Match - \$27,480.14
MIN. FUNDING = \$119,080.59

Final LMIG Project Costs must be greater than \$119,080.58



**CHURCH AND LOVEJOY STREET SIDEWALKS
LMIG 2022**

INSTRUCTIONS TO BIDDERS

All spaces below are to be completed **AND** the "Contract for ITB" must be signed, completed and submitted as identified in Section 2 of the "Contract for ITB".

Failure to sign and return the Contract for ITB and all Attachments as indicated may cause rejection of the Bid.

Bidder Information

Company Name: CONSTRUCTION 57 INCORPORATED
Address: 809 PARK NORTH BOULEVARD CLARKSTON GA 3002
Telephone: 404 514 8901
Email: wale.oshio@gmail.com
Contact Name: OLUSEGUN OSHO
Signature: [Handwritten Signature]

The Delivery shall include two (2) sealed bids (one (1) original, one (1) copy) in a sealed envelope to the Finance Department, ATTN: Dan Defnall, City of Clarkston, 1055 Rowland Street, Clarkston, Georgia 30021. FAILURE TO RETURN THE "CONTRACT FOR ITB DOCUMENTS" AND ALL OTHER REQUIRED SUBMITTALS MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION

All **Work** performed for this project will be in accordance with the Georgia Dept. of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems, 2001 Edition, any modifications identified in the **Bid** or Contract document and the plan set prepared by Collaborative Infrastructure Services.

The **Prime Bidder** shall be responsible for performing with his own organization at least **Sixty percent (60%)** of the **Work** in this contract. The **Prime Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the CITY.

The **Prime Bidder** MUST be pre-qualified with the Georgia Department of Transportation in order to submit a bid on this project. Documentation must be provided to the City which reflects projects similar to the project herein was performed by the **Prime Bidder**. **Refer to the bid package for additional clarification on project experience.**

The City of Clarkston reserves the right to reject all **Bids** and to waive formalities. Any claims for cost incurred by any **Bidder** in preparation of any part of or total package for this project will not be considered for reimbursement by City of Clarkston.

EXHIBIT A

GENERAL CONDITIONS

Contractor

CONSTRUCTION 57 INCORPORATED
809 PARK NORTH BOULEVARD
CLARKSTON GA 30021

- 20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

- 21.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Contractor shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

21.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

EXHIBIT A

GENERAL CONDITIONS

21.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 Incorporation of Provisions, The Contractor shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached

EXHIBIT A

GENERAL CONDITIONS

to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.

- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

EXHIBIT A

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- 23.6 The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City or the city's consulting Project Engineering team.
- 23.12 The Contractor shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the

EXHIBIT A

GENERAL CONDITIONS

City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Contractor is an Independent Contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 23.16 The Contractor and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole

EXHIBIT A

GENERAL CONDITIONS

discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Contractor has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

- 23.17 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

EXHIBIT A

GENERAL CONDITIONS

- 23.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Contractors.
- 23.23 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and /or services from the Contractor in connection with this Contract.
- 24. GRATUITIES, REBATES, OR KICKBACKS.**
- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or the city's Project Engineer firm or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy or the City's policy. Rebates normally or

EXHIBIT A

GENERAL CONDITIONS

routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tier subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** *END OF GENERAL CONDITIONS* ***

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

Contract Duration:

120 calendar days

Project Limits:

Church Street sidewalk construction from the end of the existing sidewalk at the Mell Ave Trailhead Park to Lovejoy Street and Lovejoy Street from the Church Street intersection to the PATH trail – approximately 600 feet.

Project Description:

The Church and Lovejoy Street sidewalk project scope includes 4-5 ft. sidewalk construction and use of pervious rubberized asphalt at specific locations (at specimen tree root zones), a 12-18 inch 18 inch grass “beauty strip”, catch basin reconstruction, resetting existing granite curb, driveway reconstruction, pedestrian ramps, streetscape furniture installation, mailbox resetting or replacement, new retaining wall and handrail and a CMU wall reconstruction. No utility relocations are anticipated.

Scope

The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the Project Plans and Specifications and the terms of this contract including all incidentals as directed by the Project Engineer for the City of Clarkston. Unless otherwise specified all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition), by a completion date.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

General Notes:

In addition to the plan set General Notes, the following shall also be adhered to when preparing for the bid submittal:

1. Work is expected to begin within **ten (10) calendar days** of the official “Notice to Proceed”.
2. Scheduling: On a bi-weekly basis, the Contractor shall submit a schedule of work to be performed two (2) weeks in advance (e.g. a two week look ahead).
3. The contractor will notify all residents and business owners fronting both streets of upcoming construction via flyers and/or door hangers 48 hours prior to mobilization/construction. City shall review and approve of notifications before they are disseminated.
4. The Contractor shall perform project housekeeping/clean-up on a daily basis: this includes sweeping and/or vacuuming for dust and debris along the roadway and cleaning of driveways if applicable. Cleanliness is a point of emphasis for the City of Clarkston and our citizens and great attention must be paid to keeping the streets and properties affected by this work as clean and in order as possible.
5. The Contractor’s performance will be measured based on the following:
 - Compliance with the Scope of Work
 - Cleanliness of the worksite
 - Meeting agreed upon schedule dates
 - Submission of all deliverables as specified
6. The contractor is responsible for calling for utility locations prior to the start of work. It shall be the contractor’s responsibility to coordinate his work with any utility owner whom maybe in conflict with his work. No claims will be considered for extra compensation.
7. Any item which must be removed during the construction work and is not specially called for shall be removed by the contractor. The cost shall be included in other unit price bid. No claims will be considered for extra compensation.
8. All traffic control shall be provided by the contractor in accordance with GDOT’s “shelf” Special Provision 150. Assistance from police officers will not be provided by the City, but the contractor shall coordinate with the City of Clarkston Police Department to provide a work zone officer as needed or directed by the engineer. Traffic control costs shall be included in contract pay items pricing. The contractor shall maintain through traffic via single lane closure while also allowing adequate access to driveways and side roads. At no time will a street be closed completely unless approved and directed by the Engineer. Post mounted traffic control signs are required at both ends of the project during active construction.

9. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications as directed, and the terms of this contract. **The contractor should verify the project quantities prior to the award.** Bid unit price submitted will remain the same whether quantities may increase or decrease.
10. The general descriptions of each item of work are as described in the Georgia Department of Transportation's standards and specifications, complete and accepted. Any conflicts which might occur during the course of the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.
11. Upon the completion of each work, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the contractor. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation.
12. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Clarkston, Georgia, Project Engineer with Collaborative Infrastructure Services, Inc.
13. Working hours are limited to Monday to Friday, 7:30 AM to 5:00 PM. Saturday or holiday work may be granted as deemed appropriate by the City Manager. The contractor will have to provide the City Manager 72 hour notice prior to requesting weekend or time before or after the hours stated above.
14. *Undercut Excavation-* If unsuitable material is encountered below the patch depth, the contractor shall remove the unsuitable material and replace it with compacted Graded Aggregate Base (GAB) as directed by the City's engineer. Pay items are included for the excavation, disposal of the unsuitable material, placement of the GAB and compaction of the GAB.
15. *Manhole, Storm Drain Structures and Utility Valve Box Adjustments-*It shall be the Contractor's responsibility to note and mark the location of each utility valve box and manhole cover on the streets prior to resurfacing then locate and adjust each of these after resurfacing. Water utility valve adjustments may be made with adjustable rings and shall conform with DeKalb County Watershed standards. Sewer manhole adjustments shall be made in accordance with DeKalb County Watershed standards. Adjustments shall be completed within 30 days of paving. High and Early strength Concrete shall be used and protected from traffic for a minimum of 3 days with steel plates or other measures. In the event an existing casting or structure is found to be structurally deficient, it shall be reported to the engineer for evaluation. Concrete collars with black dye staining shall be used.
16. The granite curb reveal, as measured from the surface of the final asphalt course to the top of the granite curb, **shall be a minimum of 7 inches or as directed by the Project Engineer.**
17. Contractor shall have all vehicles marked with their company name.
18. The contractor at minimum will conduct, at Clarkston City Hall or other city designated location, one (1) overall contract pre-construction meeting shortly after award of the contract.
19. The City of Clarkston will not provide restroom facilities. City will require temporary

bathroom facilities on site.

20. The Contract shall perform project housekeeping/clean-up on a daily basis. A 24-hour contact must be provided to the City of Clarkston for all issues as needed in regards to the project for any safety, signage, or other emergency as needed.
21. The contractor shall obtain permission from any private property owner on whose property construction equipment may be parked. Failure to obtain permission from property owners may result in citations. Limited space for parking of equipment may be available at city owned parks, depending on the schedule of events throughout the year.
22. Reset Granite Curb shall consist of lifting the existing curb as shown on the plans, resetting curb such that the top of curb is 7 inches above finished pavement surface elevation and placing Class B concrete on both sides of the granite sections where the granite sections adjoin and in the middle of each granite section (both sides of the granite section). Class B concrete along the entire length of either side of the granite will not be paid by the City. The cost for Reset Granite Curb will include the cost of all labor and equipment and erosion control measures) to perform this work.
23. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City and Collaborative Infrastructure Services under the Contract.
24. All Bidders are required to submit a Bid Bond or a certified check made payable to the City of Clarkston in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.
25. The awarded bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents. Bonding Company must be licensed to do business in Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-V or higher.
26. The contractor is required to reconstruct ADA ramps (and adjacent sidewalk when warranted to achieve ADA compliance) located within the contract resurfacing limits to be in compliance with GDOT Special Detail A3. The ADA ramp work will be paid for under pay item 441-0108; 8 inch concrete sidewalk.

*******END EXIHIBIT B*******

EXHIBIT C

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Clarkston for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in DeKalb County, Georgia. Also, the contractor will be required to purchase a business license in the city each fiscal year that work is occurring in the city. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and phone numbers) a minimum of two (2) government municipalities or other clients of similar size and nature to City of Clarkston for which a project comparable to the scope of this project was completed. GDOT pre-qualification is required by the City for this project with projects similar in type and size must be included as references.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

EXHIBIT D
BOND DOCUMENTS

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Clarkston. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

EXHIBIT D
BOND DOCUMENTS

Bid Bond No: FCCIC57-236

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) Construction 57 Incorporated

(Address of Contractor) at _____

809 Park North Blvd., Clarkston, GA 30021

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

FCCI Insurance Company
(Name of Surety)

6300 University Avenue, Sarasota, FL 34240
(Address of Surety)

A corporation of the State of Florida _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Clarkston, Georgia
City Annex
1055 Rowland Street
Clarkston, Georgia 30012

herein after referred to as Obligee, in the penal sum
of 5% of Amount Bid. _____

Dollars (\$ 5% of Amount Bid.) in lawful money
of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by
these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Clarkston,
Georgia, a proposal for furnishing materials, labor and equipment for:

Invitation to Bid, LMIG 2022
Church and Lovejoy Street
Sidewalks

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified
Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the
Principal shall within ten days after receipt of notification of the acceptance execute a Contract
in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and
manner required by the City of Clarkston, Georgia, and execute a sufficient and satisfactory
Performance Bond and Payment Bond payable to the City of Clarkston, Georgia, each in an
amount of 100% of the total Contract Price, in form and with security satisfactory to said the
City of Clarkston, Georgia, and otherwise, to be and remain in full force and virtue in law; and
the Surety shall, upon failure of the Principal to comply with any or all of the foregoing
requirements within the time specified above, immediately pay to the City of Clarkston,

EXHIBIT D

BOND DOCUMENTS

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 15th day of November

A.D., 20 22

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

809 Park North Boulevard
(Address) Clarkston Ga 30021

(Surety)

ATTEST

BY:

(Attorney-in-Fact) and Resident Agent Robert M. Hrehor, Attorney-in-Fact & Georgia Resident Agent
(Attorney-in-Fact) Kathy S. Smith, Attorney-in-Fact

(Seal)

(Address)

Kristy E. Hrehor
(Witness as to Surety) Kristy E. Hrehor, Witness
4572 Lawrenceville Hwy. #201
(Address)

Lilburn, GA 30047

Construction 57 Incorporated
(Principal)

BY:

(Address)

Clarkston Ga 30021



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert M. Hrehor & Kathy S. Smith

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

Surety Bond No.: FCCIC57-236

Principal: Construction 57 Incorporated

Obligee: City of Clarkston

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15th day of November, 2022

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: CONSTRUCTION 57 INCORPORATED
Address: 809 PARK NORTH BOULEVARD CLARKSTON GA 30021

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Clarkston within five (5) business days after any subcontractor(s) is/are retained to perform such service.

372698
E Verify™ Company Identification Number
CONSTRUCTION 57 INC
BLUSEGUN OSHO
BY: Authorized Officer or Agent
(Name of Person or Entity)

11-16-10
Date of Authorization
11/21/2022
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

21ST DAY OF NOV, 2022

[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires: 09/17/2024

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

767635
Federal Work Authorization User Identification Number

3/26/14
Date of Authorization

GREENER PASTURE LANDSCAPING INC.
Name of Subcontractor

CHURCH AND LOVEJOY SIDEWALKS - LMIG 2022
Name of Project

CITY OF CLARKSTON GA.
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18TH DAY OF NOVEMBER, 2022

[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires: 09/17/2024

End of Exhibit E.

**EXHIBIT F
DRUG-FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.
The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with CONSTRUCTION 57 INC (Contractor), GREENER PASTURE LANDSCAPING INC (subcontractor) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CONSTRUCTION 57 INCORPORATED
Company Name

[Signature] 11/21/2022
BY: Authorized Officer or Agent Date
(Contractor Signature)

PRESIDENT
Title of Authorized Officer or Agent of Contractor

OLUSEGUN OSHO
Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Clarkston, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Clarkston license/permit and/or contract for

OLUSEGUN OSHO
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ☒ I am a United States citizen

OR

2. ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: [Signature]

Date: 11/21/2022

Printed Name: OLUSEGUN OSHO

* Alien Registration number for non-citizens: N/A

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 21st day of NOVEMBER, 2022

Notary Public:

[Signature]

My Commission Expires: 09/17/2024

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

End of Exhibit G.

EXHIBIT H
REFERENCES

LMIG 202 - CHURCH AND LOVEJOY STREET SIDEWALKS

Please provide as references, the names of at least two (2) clients you have provided similar services within the last three (3) years;

1. Company Name: WINNETT COUNTY GOVERNMENT GA.
Address: 75, LANGLEY DRIVE LAWRENCEVILLE GA. 30046
Contact: TERRANCE EADY Phone: 470 232 8524
2. Company Name: CITY OF COLLEGE PARK GA.
Address: 3667 MAIN STREET COLLEGE PARK GA. 30337
Contact: JACKSON MYERS Phone: 678 794 4834
3. Company Name: CITY OF FAIRBURN GA.
Address: 56 MALONE STREET FAIRBURN GA. 30213
Contact: LESTER THOMPSON Phone: 770 964 2244 (EXT 306)

EXHIBIT H
SUBCONTRACTORS
LMIG 2022 – CHURCH AND LOVEJOY STREET SIDEWALKS

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: GREENER PASTURE LANDSCAPING INC.
Address: 2789 PLENNIE LN LAWRENCEVILLE GA. 30044
Contact: OLA ODUNJO Phone: 770 361 6718

2. Company Name: _____
Address: N/A
Contact: _____ Phone: _____

3. Company Name: _____
Address: N/A
Contact: _____ Phone: _____

4. Company Name: _____
Address: N/A
Contact: _____ Phone: _____

5. Company Name: _____
Address: N/A
Contact: _____ Phone: _____

End of Exhibit H.

EXHIBIT I
NON-COLLUSION AFFIDAVIT LMIG 2022
CHURCH AND LOVEJOY STREET SIDEWALKS

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 21ST day of NOV, 2022
CONSTRUCTION 57 INCORPORATED
(Name of Organization)
PRESIDENT
(Title of Person Signing)
[Signature]
(Signature)
LMIG 2022
(Bid Number)

ACKNOWLEDGEMENT

STATE OF GEORGIA)

COUNTY OF DEKALB)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 21ST day of NOVEMBER, 2022

[Signature]
Notary Public Signature

My Commission Expires: 09/17/2024

End of Exhibit I.

**EXHIBIT J
BID SCHEDULE**

City of Clarkston, GA
2022 LMIG CHURCH ST. AND LOVEJOY ST. SIDEWALKS
Project Description: Provide all labor, materials, equipment and services for grading, demolition, new sidewalk, crosswalks, ADA ramps, streetscape furniture, trees, driveway reconstruction and related tasks

Item Code	Item Description	Qty	Unit Item	Unit Price	Cost
150-1000	TRAFFIC CONTROL	1	LS		
163-0232	TEMPORARY GRASSING	0.2	AC		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE; TYPE A	600	LF		
171-0010	TEMPORARY SILT FENCE; TYPE A	600	LF		
210-0100	GRADING COMPLETE ¹	1	LS		
430-0160	PLAIN PC CONC PVMT, CL 1 CONC, 6 INCH THICK	10	SY		
441-0018	DRIVEWAY CONCRETE, 8 IN TK W/ FIBER MESH	50	SY		
441-0104	CONC. SIDEWALK, 4 IN	340	SY		
441-6012	CONC CURB & GUTTER, 8 IN X 24 IN	200	LF		
441-7011	CURB CUT WHEELCHAIR RAMP. TYPE A (includes detectable warning surface truncated domes – yellow)	3	EA		
441-7011	CURB CUT WHEELCHAIR RAMP, TYPE D (includes detectable warning surface truncated dome - yellow)	8	EA		
500-3201	GDOT RETAINING WALL; CLASS B	15	CY		
500-9999	CLASS B CONC. BASE (for granite curb reset)	50	CY		
611-5280	RESET GRANITE CURB	350	LF		
643-8200	BARRIER FENCE (ORANGE), 4 FT. TREE PROTECTION FENCE	100	LF		
653-1804	THERMO SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	300	LF		
668-1100	CATCH BASIN, GP 1 (includes brick riser)	1	EA		
NA	LANDSCAPE ³	1	LS		
700-9300	SOD (Bermuda - Tifway 419)	200	SY		
702-0030	ACER RUBRUM – COTOBER FLORY RED MAPLE – 3" DBH ²	4	EA		
702-9025	LANDSCAPE MULCH (black)	50	SY		
754-4000	WASTE RECEPTACLE UNIT ⁴	1	EA		
754-5000	BENCH (4 ft.) ⁴	1	EA		
NA	POROUS RUBBERIZED SIDEWALK 6 IN. (within root zone of each tree) ⁵	50	SY		
NA	OWNER CONTINGENCY	1	LS		
TOTAL				\$	

- Note:** (1) Includes grading for sidewalks, reset mailboxes, demolition of existing walls and driveways including disposal costs
(2) Tree Installations; 1 year warranty for tree replacements – warranty commence when punch list is accepted by the City. Includes 18 feet of root barrier and nursery planting soil – 2 CY
(3) Mulch for trees
(4) Refer to the plan specifications on the Site Plan; submittal to city required – Exhibit O. Location TBD by city
(5) Refer to Exhibit P – submittal to city required

EXHIBIT J

**BID SCHEDULE
LMIG 2022
CHURCH AND LOVEJOY STREET
SIDEWALKS**

In compliance with the Project Specifications and plans prepared by Collaborative Infrastructure Services, the undersigned offers and agrees that if this Bid is accepted by the CITY, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) and that the submitted bid will be valid from the date of the contract signature by both parties to the date of the city's NTP issuance (duration not to exceed 60 days) and said submitted bid price shall remain valid during the entire duration of the construction.

COMPANY CONSTRUCTION 57 INCORPORATED
ADDRESS 809 PARK NORTH BOULEVARD CLARKSTON GA 30021
AUTHORIZED SIGNATURE 
PRINT / TYPE NAME OLUSEGUN OSITO
TITLE PRESIDENT
DBE % Proposed 0%

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

End of Exhibit J.

EXHIBIT K

BID FORM and ADDENDA ACKNOWLEDGEMENT

TO: CITY OF CLARKSTON

1055 Rowland Street

ATTN: Shawanna Qawiy

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with CITY, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Bid Number: LMIG 2022 CHURCH AND LOVEJOY STREET SIDEWALKS

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the CITY in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within One Hundred Twenty (120) calendar days from the Notice to Proceed. If quantifiable weather affects the required completion schedule, the CITY will provide a new completion date.

Attached hereto is an executed Bid Bond in the amount of \$ 8,035.50 Dollars (Five Percent of Total Bid). **Bid Bond Amount to be for the TOTAL Bid Amount submitted.**

If this bid shall be accepted by the CITY and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the CITY may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the CITY as liquidated damages.

Bidder acknowledges receipt of "**Response to Questions**" and/or the following **Addenda**:

Addendum No.	Date Viewed
<u>1</u>	<u>11/21/2022</u>
<u>2</u>	<u>11/21/2022</u>
<u>3</u>	<u>11/21/2022</u>

Add additional pages as necessary for the Addendum.

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this 21st day of Nov, 2022

Bidder
Name CONSTRUCTION
ST INCORPORATED (Seal) Company

Bidder Mailing Address:

809 PARK NORTH BOULEVARD
CLARKSTON GA.
30021

Signature:



Print Name:

OLUSEGUN OSHO

End of Exhibit K

EXHIBIT L
CONTRACT AGREEMENT
SPECIAL PROVISIONS

SECTION 107 – Legal Regulations and Responsibility to the Public

SECTION 108 – Prosecution and Progress

SECTION 150—Traffic Control

SECTION 161—Control of Soil Erosion and Sedimentation

EXHIBIT N

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

Event:	Date:
Release of ITB	Monday, October 19 th , 2022
Non- Mandatory Pre-Bid Conference	Wednesday, November 9 th , 2022; 10:30 AM
Deadline for Written Questions	Monday, November 14 th , 2022; 5:00 PM
CITY to post on CITY web site "Response to Questions" and/or Addendum	Tuesday, November 15 th , 2022; 5:00 PM
Deadline for Bid Submittal	On or before November 21 st , 2022; 3:30 PM
Anticipated City Council Vote	December 2022
Contract Signatures Both Parties	January 2023
Notice to Proceed Issued (On/about)	January 2023

*Submit questions via email to Larry Kaiser; kaiser@co-infra-services.com

Bids Due:

Bids are due to: City of Clarkston
City Annex
1055 Rowland Street
Clarkston, GA 30021

ATTN: Dan Defnall
Finance Director

EXHIBIT O

Construction Plans Prepared by Collaborative Infrastructure Services

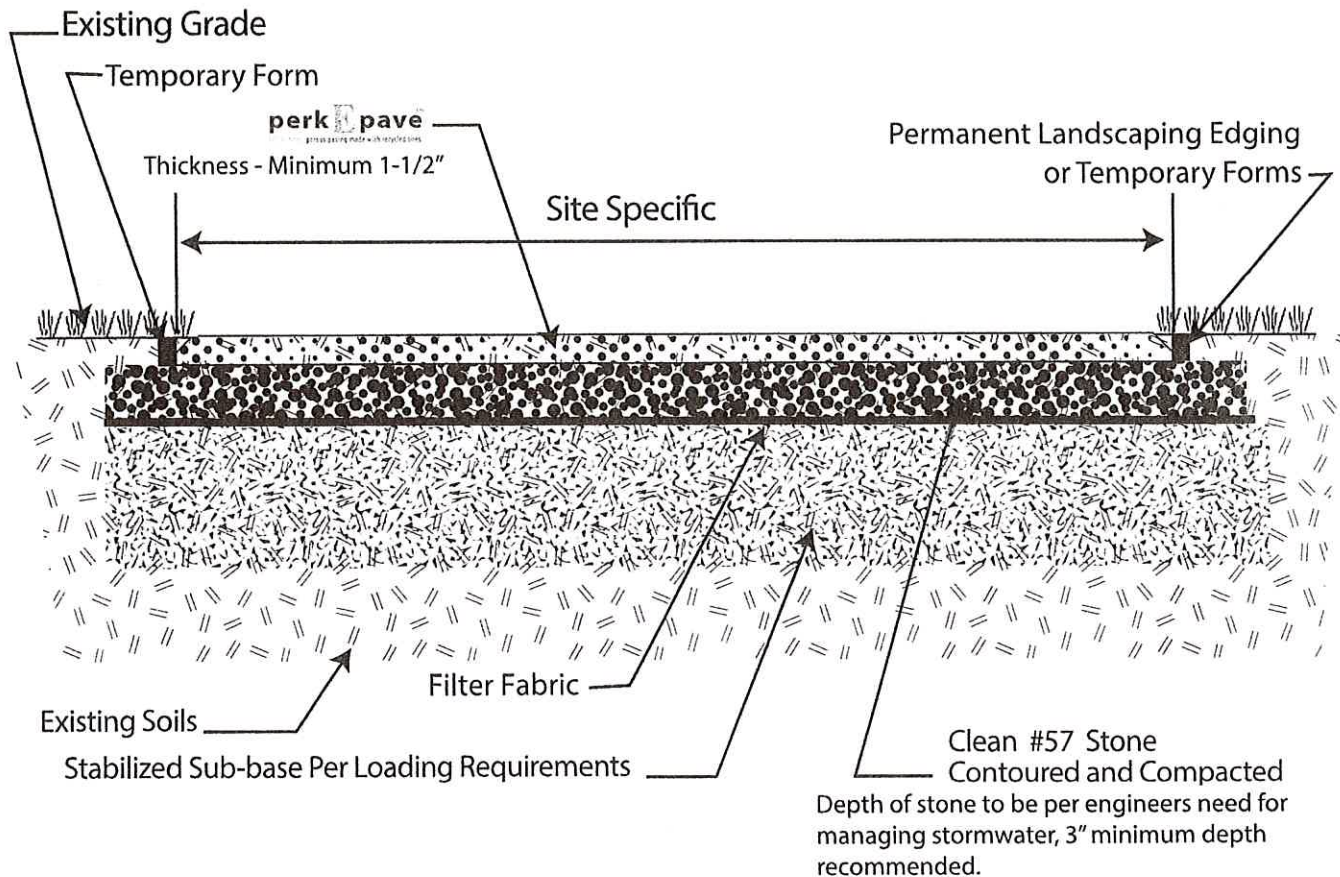
(refer to the city web site to download the plan set)

EXHIBIT P

Rubberized Asphalt Specifications (Perk-E-Pave or equivalent)

perkEtmpave

ECO friendly porous paving made with recycled tires



STANDARD ELEVATION DETAIL

Note: The 3" of clean #stone is a recommendation for creating a reservoir for holding stormwater. The actual calculation of the volume needed for managing stormwater is a function of the design professional

Rev. 1 - Base stone changed to #57

This drawing is the property of PerkEPave designs. The drawing is being furnished for information only. The use does not represent an engineers certification of required local building codes or regulations unless it has been approved by local authorities

perkEtmpave
porous paving made with recycled tires

Trails, Paths, Sidewalks, Tree
Surrounds, Erosion Control,
Trench Drains

www.perkepave.com

drw	scale	date	rev
TEC	NTS	1/27/20	1

perk pavetm

ECO friendly porous paving made with recycled tires

A FLEXIBLE POROUS PAVING

DEFINITION

- A. Flexible Porous Paving: Paving system comprised of combination of three components: recycled passenger car tires, aggregate, and urethane binder that provides a strong, pervious, yet flexible paving.

INSTALLER QUALIFICATIONS

- A. Flexible Porous Paving installer shall be required to be familiar with installation procedures and to have attended the Manufacturer installation training program.
- B. Flexible Porous Paving installer shall employ no less than two Manufacturer-trained Flexible Porous Paving technicians on staff who directly oversee and perform the installations during all Flexible Porous Paving placement.

PROJECT CONDITIONS

- A. Protect stored rubber and aggregate from moisture by covering material with sheet plastic. Binder to be stored within a temperature range of 45 to 90 degrees F.
- B. Avoid placing pervious paving if rain, snow, or frost is forecast within 24 hours. Protect fresh paving from moisture and freezing.
- C. Base aggregate shall be a clean #57 stone.

FLEXIBLE POROUS PAVING

- A. Stone: Triple-washed and dried coarse aggregate (1/4 to 3/8 inch) per ASTM C 33. Bagged in 50 lb. quantity.
- B. Nominal maximum aggregate size shall not exceed 1/3 of the specified paving thickness.
- C. Rubber: Recycled passenger tires ground to 1/4" nominal with wire remnants removed.
- D. Binding agent: urethane liquid prepolymer based upon DiphenylmethaneDiisocyanate.
- E. Mix Design: Using materials mix ratio as acceptable by the Manufacturer for the intended application.
- F. The volume by weight of aggregate shall be as required by the Manufacturer for the intended application.
- G. Forms shall be clean and free of debris of any kind, rust, and hardened concrete and make use of a Bio-diesel or vegetable oil as a form release.

EXECUTION

- A. Prepare subgrade as specified in the contract documents or as directed by the Engineer. Porous Flexible Paving has a thickness of 1.5", over Clean Coarse Aggregate (#57 stone)

with 95% compaction per AASHTO T-180, with an ideal thickness of 4 inches over stabilized sub-base,

- B. Construct subgrade to ensure that the required paving thickness is obtained in all locations.
- C. Keep all traffic off subgrade during construction to the maximum extent practical.
- D. Apply form release agent to the temporary form face which will be in contact with pervious paving, immediately before placing paving.
- E. Protect previously placed paving from damage.
- F. Apply liquid urethane bonding agent to face of surfaces when adhesion is desired

MIXING

- A. Mix on site in compliance with Manufacturer's written specifications.

PLACING AND FINISHING PAVING

- A. Do not place Flexible Porous Paving on frozen or wet subgrade or subbase.
- B. Deposit Flexible Porous Paving either directly onto the subgrade or subbase by wheelbarrow or by material handler onto the subgrade or subbase, unless otherwise specified.
- C. Deposit Flexible Porous Paving between the forms to an approximately uniform height.
- D. Spread the pervious paving uniformly to the required elevation and screed to achieve a uniform flat surface.

FINAL SURFACE TEXTURE

- A. Final surface of pervious paving shall be smoothed with bull float and magnesium hand floats coated with a form release film.

EDGING

- A. When permanent forms are not used, bevel the edge of the top surface to a 45° slope

CURING

- A. Completely cover the paving surface with a minimum 4 mil thick polyethylene sheet if rain or sprinklers are imminent.
- B. Cure paving for a minimum of 24 uninterrupted hours, unless otherwise specified.

HOT- AND COLD-WEATHER CONSTRUCTION

- A. When hot weather is anticipated up to 95 degrees Fahrenheit, no special procedures are necessary.
- B. In cold weather when temperatures may fall below freezing utilize a fan to maintain airflow over the paving to speed up the curing process.



ADDENDUM

Invitation-To-Bid

Church and Lovejoy Sidewalks LMIG 2022

Date of Addendum Issuance: November 9th, 2022

Addendum Nos.: #1

Addendum Description: The legal ad reflects the day of the pre-bid conference as Friday, November 9th, 2022. This is incorrect. The day of the pre-bid is Wednesday, November 9th, 2022.



ADDENDUM

Invitation-To-Bid

Church and Lovejoy Sidewalks LMIG 2022

Date of Addendum Issuance: November 10th, 2022

Addendum Nos.: #2

Addendum Description:

- Replace page 31 – Exhibit B (Specifications & Scope of Work) with the corrected Exhibit as attached.
- Replace page 54 – Exhibit J (Bid Schedule) with the corrected Exhibit as attached.

EXHIBIT J
BID SCHEDULE

City of Clarkston, GA

2022 LMIG CHURCH ST. AND LOVEJOY ST. SIDEWALKS

Project Description: Provide all labor, materials, equipment and services for grading, demolition, new sidewalk, crosswalks, ADA ramps, streetscape furniture, trees, driveway reconstruction and related tasks

Item Code	Item Description	Qty	Unit Item	Unit Price	Cost
150-1000	TRAFFIC CONTROL	1	LS		
163-0232	TEMPORARY GRASSING	0.2	AC		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE; TYPE A	600	LF		
171-0010	TEMPORARY SILT FENCE; TYPE A	600	LF		
210-0100	GRADING COMPLETE ¹	1	LS		
430-0160	PLAIN PC CONC PVM, CL 1 CONC, 6 INCH THICK	10	SY		
441-0018	DRIVEWAY CONCRETE, 8 IN TK W/ FIBER MESH	50	SY		
441-0104	CONC. SIDEWALK, 4 IN	340	SY		
441-6012	CONC CURB & GUTTER, 8 IN X 24 IN	200	LF		
441-7011	CURB CUT WHEELCHAIR RAMP, TYPE A (includes detectable warning surface truncated domes – yellow)	3	EA		
441-7011	CURB CUT WHEELCHAIR RAMP, TYPE D (includes detectable warning surface truncated dome - yellow)	8	EA		
500-3201	GDOT RETAINING WALL; CLASS B	15	CY		
500-9999	CLASS B CONC. BASE (for granite curb reset)	50	CY		
611-5280	RESET GRANITE CURB	350	LF		
643-8200	BARRIER FENCE (ORANGE), 4 FT. TREE PROTECTION FENCE	100	LF		
653-1804	THERMO SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	300	LF		
668-1100	CATCH BASIN, GP 1 (includes brick riser)	1	EA		
NA	LANDSCAPE ³	1	LS		
700-9300	SOD (Bermuda - Tifway 419)	200	SY		
702-0030	ACER RUBRUM – OCTOBER FLORY RED MAPLE – 3" DBH ²	4	EA		
702-9025	LANDSCAPE MULCH (black)	50	SY		
754-4000	WASTE RECEPTACLE UNIT ⁴	1	EA		
754-5000	BENCH (4 ft.) ⁴	1	EA		
NA	POROUS RUBBERIZED SIDEWALK 6 IN. ⁵	50	SY		
643-8300	ORNAMENTAL FENCE (black)	10	LF		
NA	OWNER CONTINGENCY	1	LS	5.000	5.000
TOTAL				\$	

- Note:** (1) Includes grading for sidewalks, reset mailboxes, demolition of existing walls and driveways including disposal costs
 (2) Tree Installations; 1 year warranty for tree replacements – warranty commence when punch list is accepted by the City. Includes 18 feet of root barrier and nursery planting soil – 2 CY
 (3) Mulch for trees
 (4) Refer to the plan specifications on the Site Plan; submittal to city required – Exhibit O. Location TBD by city
 (5) Refer to Exhibit P – submittal to city required. Shall be placed within the direction of the inspector

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK**Contract Duration:**

120 calendar days

Project Limits:

Church Street sidewalk construction from the end of the existing sidewalk at the Mell Ave Trailhead Park to Lovejoy Street and Lovejoy Street from the Church Street intersection to the PATH trail – approximately 600 feet.

Project Description:

The Church and Lovejoy Street sidewalk project scope includes 4-5 ft. sidewalk construction and use of pervious rubberized asphalt at specific locations (at specimen tree root zones), a 12-18 inch 18 inch grass “beauty strip”, catch basin reconstruction, resetting existing granite curb, driveway reconstruction, pedestrian ramps, streetscape furniture installation, mailbox resetting or replacement, new retaining wall, handrail and a CMU wall reconstruction. No utility relocations are anticipated.

Scope

The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the Project Plans and Specifications and the terms of this contract including all incidentals as directed by the Project Engineer for the City of Clarkston. Unless otherwise specified all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition), by a completion date.

The selected contractor shall also be responsible funding the cost of all material testing associated with this project. The selected materials testing firm must be GDOT pre-qualified. Testing frequency shall be no less than 1 set of 3 cylinders per 50 CY of concrete per day for all retaining wall and sidewalk work tasks.



ADDENDUM

Invitation-To-Bid

Church and Lovejoy Sidewalks LMIG 2022

Date of Addendum Issuance: November 10, 2022

Addendum Nos.: #3

Addendum Description:

- Replace page 54 – Exhibit J (Bid Schedule) with the corrected Exhibit as attached.

EXHIBIT J
BID SCHEDULE

City of Clarkston, GA

2022 LMIG CHURCH ST. AND LOVEJOY ST. SIDEWALKS

Project Description: Provide all labor, materials, equipment and services for grading, demolition, new sidewalk, crosswalks, ADA ramps, streetscape furniture, trees, driveway reconstruction and related tasks

Item Code	Item Description	Qty	Unit Item	Unit Price	Cost
150-1000	TRAFFIC CONTROL	1	LS	6000	6000
163-0232	TEMPORARY GRASSING	0.2	AC	2500	500
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE; TYPE A	600	LF	0.50	300
171-0010	TEMPORARY SILT FENCE; TYPE A	600	LF	2.50	1500
210-0100	GRADING COMPLETE ¹	1	LS	40000	40000
430-0160	PLAIN PC CONC PVMT, CL 1 CONC, 6 INCH THICK	10	SY	60	600
441-0018	DRIVEWAY CONCRETE, 8 IN TK W/ FIBER MESH	50	SY	90	4500
441-0104	CONC. SIDEWALK, 4 IN	340	SY	39	13260
441-6012	CONC CURB & GUTTER, 8 IN X 24 IN	200	LF	18	3600
441-7011	CURB CUT WHEELCHAIR RAMP. TYPE A (includes detectable warning surface truncated domes – yellow)	3	EA	1500	4500
441-7011	CURB CUT WHEELCHAIR RAMP, TYPE D (includes detectable warning surface truncated dome - yellow)	8	EA	1500	12000
500-3201	GDOT RETAINING WALL; CLASS B	15	CY	800	12000
500-9999	CLASS B CONC. BASE (for granite curb reset)	50	CY	350	17500
611-5280	RESET GRANITE CURB	350	LF	20	7000
643-8200	BARRIER FENCE (ORANGE), 4 FT. TREE PROTECTION FENCE	100	LF	2.50	250
653-1804	THERMO SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	300	LF	10	3000
668-1100	CATCH BASIN, GP 1 (includes brick riser)	1	EA	3200	3200
NA	LANDSCAPE ³	1	LS	1500	1500
700-9300	SOD (Bermuda - Tifway 419)	200	SY	12	2400
702-0030	ACER RUBRUM – OCTOBER FLORY RED MAPLE – 3" DBH ²	4	EA	900	3600
754-4000	WASTE RECEPTACLE UNIT ⁴	1	EA	3000	3000
754-5000	BENCH (4 ft.) ⁴	1	EA	5000	5000
NA	POROUS RUBBERIZED SIDEWALK 6 IN. ⁵	50	SY	180	9000
643-8300	ORNAMENTAL FENCE (black)	10	LF	150	1500
NA	OWNER CONTINGENCY	1	LS	5,000	5,000
TOTAL					\$160,710.00

- Note:** (1) Includes grading for sidewalks, reset mailboxes, demolition of existing walls and driveways including disposal costs
 (2) Tree Installations; 1 year warranty for tree replacements – warranty commence when punch list is accepted by the City. Includes 18 feet of root barrier and nursery planting soil – 2 CY
 (3) Mulch for trees. Assume 6 bales of pine straw
 (4) Refer to the plan specifications on the Site Plan; submittal to city required – Exhibit O. Location TBD by city
 (5) Refer to Exhibit P – submittal to city required. Shall be placed within are the direction of the inspector



ITB

CHURCH AND LOVEJOY STREET LMIG 2022

RESPONSE TO QUESTIONS RECEIVED FROM POTENTIAL BIDDERS

11/10/2022

Questions Received on November 10th, 4:14 PM:

1. Can you confirm that the item " Landscape LS " is for the tree mulch because the schedule of values has another item called " landscape mulch (black)", please clarify
2. For DBE goals can general contractor reach the 12% ?
3. Is required to have message boards?

Response to Questions:

1. The corrected Exhibit J has been posted. No Landscape Mulch exists – only pine straw for the three trees
2. Yes – the prime can fulfill the DBE requirements
3. None required. Only construction zone signage on both approaches to the work zone



ITB

CHURCH AND LOVEJOY STREET LMIG 2022

RESPONSE TO QUESTIONS RECEIVED FROM POTENTIAL BIDDERS

Questions Received on November 10th, 4:14 PM:

1. Can you confirm that the item " Landscape LS " is for the tree mulch because the schedule of values has another item called " landscape mulch (black)", please clarify
2. For DBE goals can general contractor reach the 12% ?
3. Is required to have message boards?

Response to Questions:

1. The corrected Exhibit J has been posted. No Landscape Mulch exists – only pine straw for the three trees
2. Yes – the prime can fulfill the DBE requirements
3. None required. Only construction zone signage on both approaches to the work zone

Questions Received on November 12th, 2022 at 6:34PM:

1. If the main contractor is a certified DBE, can he represent the 12% requested for this project or the company still has to use another DBE to satisfy the requirement.
2. We missed the pre-bid meeting because of the contradicting date and day of the meeting, can you please expatiate on Failure to return the "Contract For ITB Documents" for clarity purposes. Does it mean we need to submit all the entire bid documents or only select the necessary paperwork for this bid at this time. Please clarify.
3. Owner Contingency in the line item shows 5.000. Is this Five Thousand dollars?

Response to Questions Received on November 12th:

1. Prime contractor can represent all or a percentage of the minimum DBE requirement
2. The city held 2 pre-construction meetings; November 9th and the 11th at 10:30 am. Please refer to the Contract Form - page 2 of the ITB. See bold print narrative; "exhibit documents required with the bid submittal are identified below"
3. Yes - \$5,000



**CHURCH AND LOVEJOY STREET SIDEWALKS
2022 LMIG
INVITATION TO BID**

**NON-MANDATORY PRE-BID CONFERENCE
AGENDA
Bids Due: November 21st, 2022; 3:30 PM Local Time**

PRE-BID MEETING DATE: November 9th, 2022

PRE-BID MEETING TIME: 10:30 AM

LOCATION: Woman's Club

- I. Self Introductions
- II. Sign-In Sheet
 - Attendance form – CIS staff to document
- III. City will be respond to questions today but “official” response by City only through emails sent to CIS and then city will post “Response to Questions” and/or addendum on city web site
- IV. Legal Ad
- V. Purpose of Meeting
- VI. ITB Discussion – each section
- VII. Required Documents to be Submitted – Critical (see Contract Form Section)
- VIII. GDOT pre-qualified contractor required
- IX. DBE required – min. 12% - must document
- X. Liquidated damages
- XI. Contractor required to perform material testing; sidewalks and retaining wall
- XII. Specifications and Project Scope Discussion – Exhibit B
- XIII. Bid Bond and P&P Bonds required
- XIV. 1 addendum issued to-date
- XV. Questions from attendees?
- XVI. Concluding Remarks by City
- XVII. Site visit if requested

PROJECT LENGTH: 600'

SITE NOTES:

- 1. USE 4' SIDEWALK WHERE TYPICAL 5' SIDEWALK IS NOT POSSIBLE (NOTED ON PLANS)
- 2. 18" BEAUTY STRIP WHERE POSSIBLE
- 3. USE PERVIOUS RUBBERIZED ASPHALT AROUND TREES
- 4. CAREFULLY REMOVE EXISTING DRIVEWAYS PRIOR TO RECONSTRUCTION
- 5. NO GRADING AROUND TREES
- 6. ONLY GRADING TO RESET CURB
- 7. RELOCATE SIGNS BEHIND SIDEWALK ON LOVEJOY STREET

COLLABORATIVE
INFRASTRUCTURE
SERVICES

CUSTOMIZED CIVIL
ENGINEERING
SOLUTIONS



LMIG 2022
CHURCH ST AND LOVEJOY ST
SIDEWALKS

DRAWING DATE:
04/13/2022

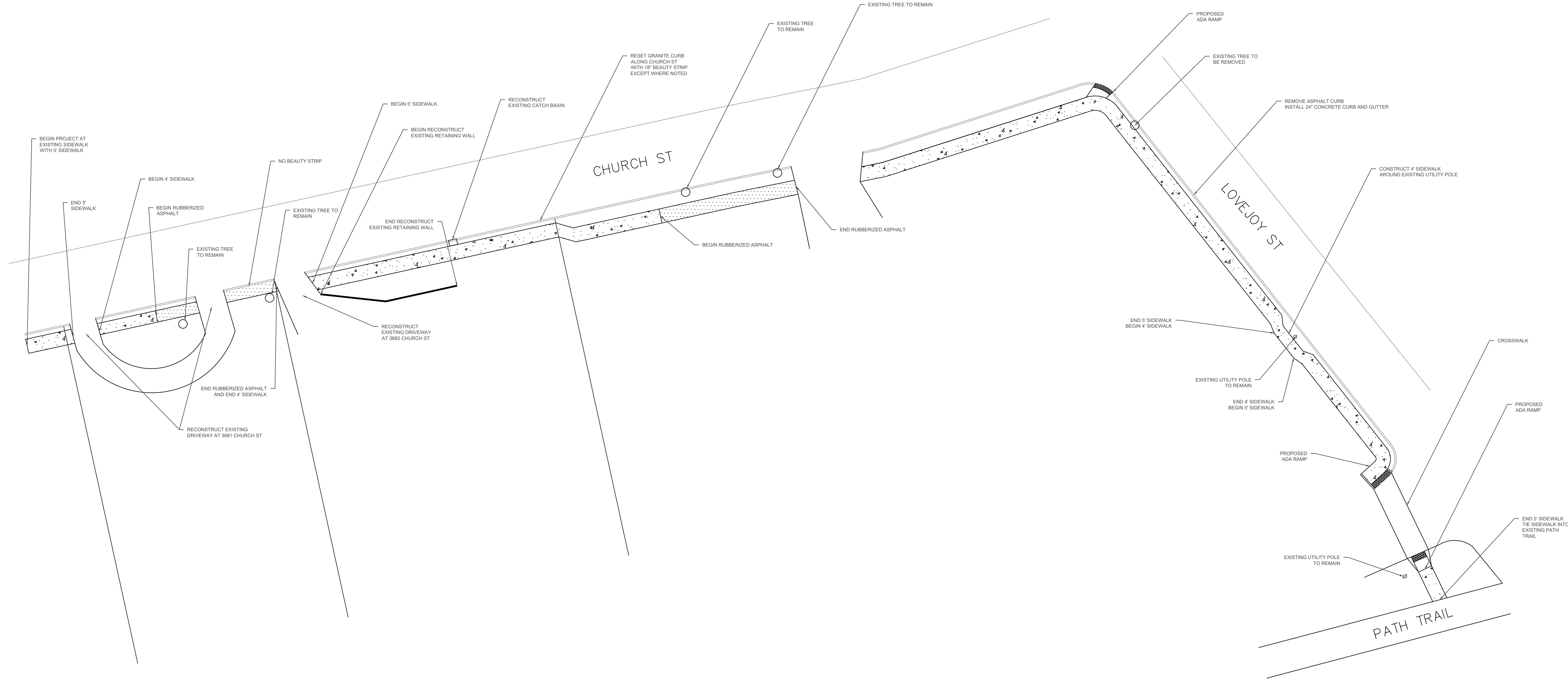
REVISIONS:

N

010'20'40'60'

SCALE: 1" = 20'

C1



CITY OF CLARKSTON

ITEM NO: 4E

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss the deactivation of the Housing Authority of the City of Clarkston.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE:

To discuss the deactivation of the Housing Authority of the City of Clarkston.

NEED/ IMPACT:

In 1983 Ordinance 114 was adopted authorizing the proceeds of the Single-Family Mortgage Revenue Bonds to be used in part to purchase mortgage loans for single family residential units located within the city limits of Clarkston.

In 1984 Resolution 121a was adopted and approved by Mayor and Council of the City of Clarkston due to a need to provide additional housing in the City of Clarkston due to a shortage of safe or sanitary dwelling accommodations available to persons of low income and affordable rentals.

The "Local Government Authorities Registration Act" requires that all local government authorities operating in the State to annually register and submit financial report via the Department of Community Affairs (DCA's) Annual Authority Registration and Financial Report (AARF) system. Authorities that fail to meet this requirement are prohibited by the Act from incurring any debt until completing the mandated filings. In order for the Authority to remain eligible to participate in a variety of state administered financial assistance programs, the local authority must be compliant with the filings required for the three most recently completed fiscal years. The failure to comply with the requirements impairs the authority to legally finance its operations.

After research and review of the inactive Authority it has been determined that the City can deactivate its housing authority by adopting a resolution providing for its deactivation. The Housing Authority of the City of Clarkston has no assets or liabilities.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**A RESOLUTION TO DEACTIVATE THE HOUSING AUTHORITY OF
THE CITY OF CLARKSTON.**

WHEREAS, the Georgia General Assembly has created for each city in the State a public body corporate and politic known as the "housing authority" of each city; and

WHEREAS, pursuant to O.C.G.A. § 8-3-4, such housing authorities may only take action when they are “activated” by the governing authority of their city; and

WHEREAS, the Clarkston City Council activated the Housing Authority of the City of Clarkston by its resolution dated April 3, 1984; and

WHEREAS, the Housing Authority of the City of Clarkston currently has no assets or liabilities and has not conducted business in many years; and

WHEREAS, the Clarkston City Council has determined that there is no longer a need for the Housing Authority of the City of Clarkston to exercise its powers within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Clarkston that the Housing Authority of the City of Clarkston is hereby deactivated.

SO RESOLVED, this _____ day of February, 2023.

CLARKSTON CITY COUNCIL

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika R. Mitchell
City Clerk

Copy

Section 1.

WHEREAS, the Housing Authority of the County of DeKalb, Georgia (the "Authority") proposes to issue one or more series of its Housing Authority of the County of DeKalb, Georgia, Single Family Mortgage Revenue Bonds (the "Bonds"); and

WHEREAS, the Authority has requested that the Mayor and Council of the City of Clarkston adopt an ordinance authorizing the proceeds of the Bonds to be used in part to purchase mortgage loans for single family residential units located within the municipal limits of the City of Clarkston; and

WHEREAS, the City of Clarkston desires that the Authority make available part of the proceeds of the Bonds to purchase such single family mortgage loans within the municipal limits of the City of Clarkston; and

WHEREAS, the Housing Authorities Law (Ga. Laws 1937, p. 210, et seq., as amended) includes within the definition of project the acquisition of single family mortgages; and

WHEREAS, the acquisition of single family mortgages by the Authority is hereinafter referred to as the "Project"; and

WHEREAS, under the Housing Authorities Law the City of Clarkston is required to consent to the operation of any "Project" within the municipal limits of the City of Clarkston by the Authority and does hereby deem this Ordinance to comply with the requirement of the Housing Authorities Law;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CLARKSTON, THAT:

The Authority is authorized to make available such funds as it desires for purchase of mortgages of single family residential units located within the municipal limits of the City of Clarkston and the City of Clarkston does hereby consent to such program of the Authority.

Section 2.

This Ordinance shall be in full force and effect upon passage.

This the 2^d day of August, 1983.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

RESOLUTION NO. 121a

A RESOLUTION TO DECLARE THE NEED FOR THE ACTIVATION OF A HOUSING AUTHORITY TO FUNCTION IN THE CITY OF CLARKSTON, GEORGIA, PURSUANT TO THE PROVISIONS OF THE HOUSING AUTHORITIES LAW; TO APPOINT THE COMMISSIONERS FOR SAID AUTHORITY; TO AUTHORIZE SAID AUTHORITY TO EXERCISE THE POWERS CONTAINED IN THE HOUSING AUTHORITIES LAW; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES:

W I T N E S S E T H:

WHEREAS, it has been determined by the Mayor and Council of the City of Clarkston, Georgia, that there exists an urgent need to provide additional housing in the City of Clarkston, Georgia; and

WHEREAS, it has been determined by the Mayor and Council that there is a shortage of safe or sanitary dwelling accommodations in the City of Clarkston available to persons of low income at rentals they can afford; and

WHEREAS, the Housing Authorities Law, O.C.G.A. Section 8-3-1 (1982), et seq. (the "Act"), which was enacted by the General Assembly of the State of Georgia, creates for every city in the State of Georgia a public body corporate and politic to be known as the "Housing Authority" of such city, which shall consist of a board of five commissioners to be appointed by resolution of the governing body of such city for initial terms of one, two, three, four and five years and thereafter for staggered terms of five years; and

WHEREAS, the Mayor and Council have determined that there is a need for a Housing Authority to function in the City of Clarkston to help finance the cost of providing an adequate supply of housing for the people of the City of Clarkston; and

WHEREAS, the Mayor and Council, after thorough investigation, have determined that it is desirable and necessary that a Housing Authority be activated immediately to function in the City of Clarkston with the powers granted it by the Act to issue revenue bonds for the purpose of providing funds to finance housing in order to fulfill the present needs expressed herein;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Clarkston, and it is hereby resolved, determined and declared that there exists a pressing current and future need for a Housing Authority (as more fully described in the Act) to function in the City of Clarkston

for the purpose of providing an adequate supply of housing in said City, thereby promoting the health and welfare of the people of said City.

BE IT FURTHER RESOLVED that there is a shortage of safe or sanitary dwelling accommodations in the City of Clarkston available to persons of low and moderate income at rentals they can afford.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there is hereby activated the public body corporate and politic known as the "Housing Authority of the City of Clarkston" (hereinafter referred to as the "Authority"), which Authority was created upon the adoption and approval of the Act and particularly O.C.G.A. Section 8-3-4 thereof.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there are hereby elected as commissioners of the Authority the following named persons, each of whom is a resident of the City of Clarkston and none of whom is an officer or employee of the City of Clarkston:

<u>NAME</u>	<u>TERM</u>
(1) PAUL D. IVEY (Chairman)	5 years
(2) HUGH R. ELDER	4 years
(3) EDNA HENSLER	1 year
(4) JAMES McCOY	3 years
(5) NORMA PERRIN	2 years

BE IT FURTHER RESOLVED, by the aforesaid authority, that commencing with the date of adoption of this resolution, each of said persons named as commissioners above shall serve in such capacity for the number of years set forth opposite their respective names; and if at the end of any term of office of any commissioner, a successor thereto shall have not been elected, then the commissioner whose term of office shall have expired shall continue to hold office until his successor shall be so elected. No person shall receive any compensation for serving as a commissioner, but a commissioner may be reimbursed for his actual expenses incurred in the performance of his duties.

BE IT FURTHER RESOLVED, by the aforesaid authority, that in the event that a commissioner at any time ceases to be a resident of the City of Clarkston, his eligibility to serve as a commissioner shall cease, and his term of office shall end.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Commissioners hereinbefore elected shall organize, carry out their duties and responsibilities and exercise their powers and prerogatives in accordance with the terms and provisions of the Act as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED, by the aforesaid authority, that this resolution shall be effective immediately upon its adoption by the Mayor and Council and from and after such adoption the Authority shall be deemed to be duly created and activated and shall have perpetual existence.

BE IT FURTHER RESOLVED, by the aforesaid authority, that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

Adopted and approved this 3rd day of April, 1984.

CITY OF CLARKSTON, GEORGIA

BY: *Ernest S. Whaley*
ERNEST S. WHALEY, Mayor

William H. Armistead
WILLIAM H. ARMISTEAD, Councilman

Ernest A. Carroll
ERNEST A. CARROLL, Councilman

Harry F. Hensler
HARRY F. HENSLER, Councilman

JOHN M. RAWLINS, Councilman

L. Carroll Spivey
L. CARROLL SPIVEY, Councilman

Bobby L. Wright
BOBBY L. WRIGHT, Councilman

Attest:

Sue S. Northington
SUE S. NORTHINGTON, City Clerk

(SEAL)

Approved as to Form:

Stephen M. Pavuk
STEPHEN M. PAVUK, City Attorney

CITY OF CLARKSTON

ITEM NO: 4F

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Worksession

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss the appointments of the Urban Redevelopment Agency (URA) of the City of Clarkston.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the appointments of the URA of Clarkston for the City of Clarkston.

NEED/ IMPACT: Each member of the Board of Commissioners of the Agency shall serve in such capacity only during the period that such person is also a member of the Governing Body and any person who succeeds a member of the Governing Body in office shall become a member of the Board of Commissioners of the Agency.

RECOMMENDATION: N/A

Urban Redevelopment Agency (URA) of the City of Clarkston Board of Commissioners

The URA Board of Commissioners is comprised of seven members of the Governing Body (City of Clarkston) automatically

As of 12/6/2016	As of 12/31/2017	As of 12/31/2018	As of 12/31/2019	As of 12/31/2020	As of 12/31/2021	As of 12/31/2022
Edward Terry	Edward Terry	Edward Terry	Edward Terry	Beverly Burks	Beverly Burks	Beverly Burks
Beverly Burks	Beverly Burks	Beverly Burks	Beverly Burks	Deborah Johnson	Deborah Johnson	Deborah Johnson
Awet Eyasu	Awet Eyasu	Awet Eyasu	Awet Eyasu	Awet Eyasu	Awet Eyasu	Awet Eyasu
Mario Williams	Mario Williams	YT Bell	YT Bell	Laura Hopkins	Laura Hopkins	Laura Hopkins
Ahmed Hassan	Ahmed Hassan	Ahmed Hassan	Ahmed Hassan	Ahmed Hassan	Ahmed Hassan	Susan Hood
Dean Moore	Andrea Cervone	Andrea Cervone	Andrea Cervone	Vacancy	Mark Perkins	YT Bell
Vacant Position	James Carroll	James Carroll	James Carroll	James Carroll	James Carroll	James Carroll

BYLAWS OF
URBAN REDEVELOPMENT AGENCY OF THE CITY OF CLARKSTON

ARTICLE I. – THE AGENCY

Section 1. Name of Agency. The name of the Agency shall be “Urban Redevelopment Agency of the City of Clarkston.”

Section 2. Seal of Agency. The seal of the Agency shall be in the form of a circle and bear the name of the Agency and the year of its organization.

Section 3. Office of Agency. The office of the Agency shall be located at such place in the City of Clarkston, Georgia, as the Agency may from time to time designate by resolution.

ARTICLE II. – OFFICERS

Section 1. Officers. The officers of the Agency shall be a Chairman, a Vice Chairman and a Treasurer/Secretary. The Agency may by resolution appoint additional officers, including, but not limited to a treasurer or an assistant secretary.

Section 2. Chairman. The Chairman shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall sign all contracts, deeds and other instruments made by the Agency. At each meeting, the Chairman shall submit such recommendations and information as he or she may consider proper concerning the business, affairs, and policies of the Agency.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence, resignation, incapacity or death of the Chairman.

Section 4. Treasurer/Secretary. The Treasurer/Secretary shall keep the records of the Agency, shall act as secretary of the meetings of the Agency and record all votes and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to such office. The Treasurer/Secretary shall keep in safe custody the seal of the Agency and shall have the power to affix such seal to all contracts and instruments to be executed by the Agency.

Section 5. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be specified by resolution of the Agency.

Section 6. Election or Appointment. The officers shall be elected at the annual meeting of the Agency from among the members of the Agency and shall hold office for one year or until their successors are elected and qualified.

Section 7. Vacancies. Should any office become vacant, the Agency shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Section 8. Personnel. The Agency may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Urban Redevelopment Law (O.C.G.A. Section 36-61-1 *et seq.*), as amended (the “Act”), and all other laws of the State of Georgia applicable thereto. The selection and compensation of such personnel shall be determined by the Agency subject to the laws of the State of Georgia.

ARTICLE III. – POWERS AND MEETINGS

Section 1. Powers. The Agency shall have all the powers conferred upon it by the Act and the Constitution and laws of the State of Georgia.

Section 2. Annual Meeting. The Agency shall have an annual meeting. The annual meeting shall be held in the month of January or such other month as shall be specified by resolution of the Agency.

Section 3. Special Meetings. The Chairman of the Agency may, when he or she deems it expedient, and shall, upon the written request of two members of the Agency, call a special meeting of the Agency for the purpose of transacting any business designated in the call. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Agency are present at a special meeting any and all business may be transacted at such special meeting. Notice of special meetings may be either oral or written. Oral notice may be delivered personally or by telephone and shall be given at least twenty-four (24) hours prior to the time of the meeting. Written notice may be sent by regular mail, overnight mail, electronic mail or delivered personally. If delivery by electronic mail or personally, such notice shall be delivered twenty-four (24) hours prior to the time of the meeting. If written notice is delivered by overnight mail, such notice shall be mailed two (2) days prior to the time of the meeting. If written notice is sent by regular mail, such notice shall be mailed three (3) days prior to the time of the meeting. Notice shall be deemed to have been given properly to any commissioner who attends the meeting.

Section 4. Quorum. The powers of the Agency shall be vested in the members thereof in office from time to time. A majority of the members shall constitute a quorum for the purpose of conducting its business and exercising its powers and all other purposes.

Section 5. Manner of Voting. The voting on all questions coming before the Agency shall be by roll call and the yeas and nays shall be entered upon the minutes of such meeting, except in the case of election when the vote may be by ballot.

ARTICLE IV. – MISCELLANEOUS

Section 1. Amendments to Bylaws. The Bylaws of the Agency may be amended at a regular or special meeting with the approval of at least two-thirds of the members of the Agency.

Section 2. Fiscal Year. The Agency shall have the same fiscal year as the City of Clarkston, Georgia.

Copy

Section 1.

WHEREAS, the Housing Authority of the County of DeKalb, Georgia (the "Authority") proposes to issue one or more series of its Housing Authority of the County of DeKalb, Georgia, Single Family Mortgage Revenue Bonds (the "Bonds"); and

WHEREAS, the Authority has requested that the Mayor and Council of the City of Clarkston adopt an ordinance authorizing the proceeds of the Bonds to be used in part to purchase mortgage loans for single family residential units located within the municipal limits of the City of Clarkston; and

WHEREAS, the City of Clarkston desires that the Authority make available part of the proceeds of the Bonds to purchase such single family mortgage loans within the municipal limits of the City of Clarkston; and

WHEREAS, the Housing Authorities Law (Ga. Laws 1937, p. 210, et seq., as amended) includes within the definition of project the acquisition of single family mortgages; and

WHEREAS, the acquisition of single family mortgages by the Authority is hereinafter referred to as the "Project"; and

WHEREAS, under the Housing Authorities Law the City of Clarkston is required to consent to the operation of any "Project" within the municipal limits of the City of Clarkston by the Authority and does hereby deem this Ordinance to comply with the requirement of the Housing Authorities Law;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CLARKSTON, THAT:

The Authority is authorized to make available such funds as it desires for purchase of mortgages of single family residential units located within the municipal limits of the City of Clarkston and the City of Clarkston does hereby consent to such program of the Authority.

Section 2.

This Ordinance shall be in full force and effect upon passage.

This the 2^d day of August, 1983.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

RESOLUTION NO. 121a

A RESOLUTION TO DECLARE THE NEED FOR THE ACTIVATION OF A HOUSING AUTHORITY TO FUNCTION IN THE CITY OF CLARKSTON, GEORGIA, PURSUANT TO THE PROVISIONS OF THE HOUSING AUTHORITIES LAW; TO APPOINT THE COMMISSIONERS FOR SAID AUTHORITY; TO AUTHORIZE SAID AUTHORITY TO EXERCISE THE POWERS CONTAINED IN THE HOUSING AUTHORITIES LAW; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES:

W I T N E S S E T H:

WHEREAS, it has been determined by the Mayor and Council of the City of Clarkston, Georgia, that there exists an urgent need to provide additional housing in the City of Clarkston, Georgia; and

WHEREAS, it has been determined by the Mayor and Council that there is a shortage of safe or sanitary dwelling accommodations in the City of Clarkston available to persons of low income at rentals they can afford; and

WHEREAS, the Housing Authorities Law, O.C.G.A. Section 8-3-1 (1982), et seq. (the "Act"), which was enacted by the General Assembly of the State of Georgia, creates for every city in the State of Georgia a public body corporate and politic to be known as the "Housing Authority" of such city, which shall consist of a board of five commissioners to be appointed by resolution of the governing body of such city for initial terms of one, two, three, four and five years and thereafter for staggered terms of five years; and

WHEREAS, the Mayor and Council have determined that there is a need for a Housing Authority to function in the City of Clarkston to help finance the cost of providing an adequate supply of housing for the people of the City of Clarkston; and

WHEREAS, the Mayor and Council, after thorough investigation, have determined that it is desirable and necessary that a Housing Authority be activated immediately to function in the City of Clarkston with the powers granted it by the Act to issue revenue bonds for the purpose of providing funds to finance housing in order to fulfill the present needs expressed herein;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Clarkston, and it is hereby resolved, determined and declared that there exists a pressing current and future need for a Housing Authority (as more fully described in the Act) to function in the City of Clarkston

for the purpose of providing an adequate supply of housing in said City, thereby promoting the health and welfare of the people of said City.

BE IT FURTHER RESOLVED that there is a shortage of safe or sanitary dwelling accommodations in the City of Clarkston available to persons of low and moderate income at rentals they can afford.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there is hereby activated the public body corporate and politic known as the "Housing Authority of the City of Clarkston" (hereinafter referred to as the "Authority"), which Authority was created upon the adoption and approval of the Act and particularly O.C.G.A. Section 8-3-4 thereof.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there are hereby elected as commissioners of the Authority the following named persons, each of whom is a resident of the City of Clarkston and none of whom is an officer or employee of the City of Clarkston:

<u>NAME</u>	<u>TERM</u>
(1) PAUL D. IVEY (Chairman)	5 years
(2) HUGH R. ELDER	4 years
(3) EDNA HENSLER	1 year
(4) JAMES McCOY	3 years
(5) NORMA PERRIN	2 years

BE IT FURTHER RESOLVED, by the aforesaid authority, that commencing with the date of adoption of this resolution, each of said persons named as commissioners above shall serve in such capacity for the number of years set forth opposite their respective names; and if at the end of any term of office of any commissioner, a successor thereto shall have not been elected, then the commissioner whose term of office shall have expired shall continue to hold office until his successor shall be so elected. No person shall receive any compensation for serving as a commissioner, but a commissioner may be reimbursed for his actual expenses incurred in the performance of his duties.

BE IT FURTHER RESOLVED, by the aforesaid authority, that in the event that a commissioner at any time ceases to be a resident of the City of Clarkston, his eligibility to serve as a commissioner shall cease, and his term of office shall end.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Commissioners hereinbefore elected shall organize, carry out their duties and responsibilities and exercise their powers and prerogatives in accordance with the terms and provisions of the Act as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED, by the aforesaid authority, that this resolution shall be effective immediately upon its adoption by the Mayor and Council and from and after such adoption the Authority shall be deemed to be duly created and activated and shall have perpetual existence.

BE IT FURTHER RESOLVED, by the aforesaid authority, that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

Adopted and approved this 3rd day of April, 1984.

CITY OF CLARKSTON, GEORGIA

BY: *Ernest S. Whaley*
ERNEST S. WHALEY, Mayor

William H. Armistead
WILLIAM H. ARMISTEAD, Councilman

Ernest A. Carroll
ERNEST A. CARROLL, Councilman

Harry F. Hensler
HARRY F. HENSLER, Councilman

JOHN M. RAWLINS, Councilman

L. Carroll Spivey
L. CARROLL SPIVEY, Councilman

Bobby L. Wright
BOBBY L. WRIGHT, Councilman

Attest:

Sue S. Northington
SUE S. NORTHINGTON, City Clerk

(SEAL)

Approved as to Form:

Stephen M. Pavuk
STEPHEN M. PAVUK, City Attorney

RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF CLARKSTON, GEORGIA,
TO DETERMINE THE NEED FOR AND AUTHORIZE
THE HOUSING AUTHORITY OF THE
COUNTY OF DEKALB, GEORGIA, TO EXERCISE ITS
POWERS RELATIVE TO THE REHABILITATION LOAN
AND GRANT PROGRAM

WHEREAS, the City of Clarkston and DeKalb County have entered into a Cooperative Agreement dated September 28, 1984; and

WHEREAS, said Cooperative Agreement provides that the County is to carry out the intent of the Community Development Plan throughout the unincorporated areas of DeKalb County and in the City of Clarkston; and

WHEREAS, the Community Development Plan provides for housing assistance activities, urban renewal, and other activities, as to single-family housing, permitted under the terms of the Housing and Community Act of 1974, as amended; and

WHEREAS, DeKalb County exercises such Community Development activities through the Housing Authority of the County of DeKalb, Georgia; and

WHEREAS, said Cooperative Agreement continues in effect for a period of three (3) years;

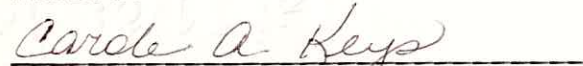
NOW, THEREFORE, IT IS RESOLVED that the City of Clarkston determines that there is a need for the Housing Authority of the County of DeKalb, Georgia, to exercise its powers relative to the Rehabilitation Loan and Grant Program within the city limits of the City of Clarkston as to single-family housing for the purpose of carrying out the Community Development programs of DeKalb County within the city limits; and

BE IT FURTHER RESOLVED that the City of Clarkston hereby authorizes the Housing Authority of the County of DeKalb, Georgia, to exercise its powers relative to the Rehabilitation Loan and Grant Program within the City of Clarkston as to single-family housing for and during the duration of the Cooperative Agreement dated September 28, 1984, between DeKalb County and the City of Clarkston.

This Resolution introduced and passed on this the 1st day of September, 1987.


ERNEST S. WHALEY, Mayor

ATTEST:


CAROLE A. KEYS, City Clerk

Approved as to form:

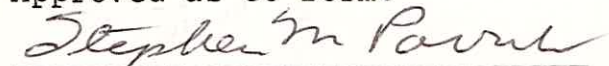

STEPHEN M. PAVUK, City Attorney

Exhibit 3

AN ACTIVATING RESOLUTION OF THE CITY OF CLARKSTON, GEORGIA TO AUTHORIZE THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF CLARKSTON TO TRANSACT BUSINESS AND EXERCISE POWERS UNDER THE PROVISIONS OF THE URBAN REDEVELOPMENT LAW; TO DETERMINE THE NUMBER AND TERMS OF OFFICE OF THE BOARD OF COMMISSIONERS OF THE URBAN REDEVELOPMENT AGENCY; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Urban Redevelopment Law (Section 36-61-1, *et seq.* of the Official Code of Georgia Annotated ("O.C.G.A.")), as amended (the "Act"), creates in each municipality in the State of Georgia a public body corporate and politic to be known as the "urban redevelopment agency" of the municipality, for the purpose of exercising the "urban redevelopment project powers" of the municipality, as defined in the Act; and

WHEREAS, it has been determined by the Mayor and City Council (the "Governing Body") of the City of Clarkston, Georgia (the "City"), pursuant to a resolution of the City adopted on October 6, 2015 (the "Necessity Resolution") that one or more areas that fit the definition described in O.C.G.A. Section 36-61-2(15) exist in the City (the "Redevelopment Areas") and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Redevelopment Areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, it has been determined by the Governing Body pursuant to the Necessity Resolution that it is in the public interest and that there is a necessity for an urban redevelopment agency of the City of Clarkston to exercise the "urban redevelopment project powers" of the City, as defined in Section 36-61-17(b) of the Act; and

WHEREAS, the Governing Body, after careful study and investigation, has determined that it is desirable and necessary that the City's urban redevelopment agency, as created by the Act, be activated immediately in order to fulfill the needs expressed herein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Clarkston, Georgia and it is hereby found, determined, and declared that one or more pockets of blight described in O.C.G.A. Section 36-61-2(15) exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

BE IT FURTHER RESOLVED that there shall be activated within the City the public body corporate and politic known as the "Urban Redevelopment Agency of the City of Clarkston" (the "Agency") which was created upon the adoption and approval of the Act.

BE IT FURTHER RESOLVED that it is in the public interest for the Agency to exercise the City's "urban redevelopment project powers," as defined in the Act, and hereby elects to have the Agency exercise the urban redevelopment project powers of the City.

BE IT FURTHER RESOLVED that the Board of Commissioners of the Agency shall consist of seven members who shall serve for terms of office of four years, except for the initial commissioners, who shall serve for the terms of office specified below.

BE IT FURTHER RESOLVED that the Governing Body hereby appoints as members of the initial Board of Commissioners of the Agency the following named persons for terms of office expiring as indicated below.

<u>Name</u>	<u>Date of Expiration of Initial Term of Office</u>
Edward Terry	December 31, 2017
Beverly Burks	December 31, 2019
Awet Ayasu	December 31, 2019
Mario Williams	December 31, 2019
Ahmed Hassan	December 31, 2017
Dean Moore	December 31, 2017

BE IT FURTHER RESOLVED that there is a current vacancy on the City Council and upon the election of a council member to replace the current vacancy on the City Council, such council member will be the 7th member of the initial Board of Commissioners of the Agency and shall serve until his or her then current term as council member expires.

BE IT FURTHER RESOLVED that each of the initial members of the Board of Commissioners of the Agency shall serve in such capacity only during the period that such person is also a member of the Governing Body and any person who succeeds a member of the Governing Body in office shall become a member of the Board of Commissioners of the Agency.

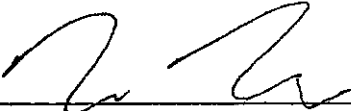
BE IT FURTHER RESOLVED that the Board of Commissioners of the Agency hereinbefore appointed shall organize itself, carry out its duties and responsibilities, and exercise its powers and prerogatives in accordance with the terms and provisions of the Act as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its adoption by the Governing Body and from and after such adoption the Agency shall be deemed to be activated.

SO RESOLVED as of this 6th day of December, 2016.

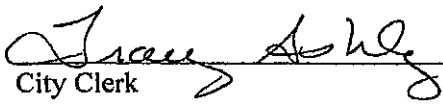
CITY OF CLARKSTON, GEORGIA



Mayor

(SEAL)

Attest:



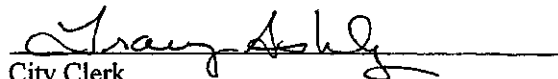
City Clerk

CITY CLERK'S CERTIFICATE

I, Tracy Ashby, the City Clerk to the Governing Body of the City of Clarkston, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on December 6, 2016 by the Governing Body in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 7 day of February, 2017.

(SEAL)


City Clerk

MINUTES

CLARKSTON URBAN REDEVELOPMENT AUTHORITY

Tuesday, February 7, 2017

Officials Present

Vice-Mayor:	Dean Moore
Council:	Mario Williams, Awet Eyasu, Ahmed Hassan, Beverly Burks
City Manager:	Keith Barker
City Clerk:	Tracy Ashby

Vice-Mayor Dean Moore called the meeting to order at 5:00pm.

Roll Call: Mario Williams, Awet Eyasu, Ahmed Hassan, Beverly Burks

Absent: Mayor Terry

F. NEW BUSINESS

F1) Approve an Organizing Resolution of the of the Urban Redevelopment Agency of the City of Clarkston Appointing Members, Adopting Bylaws, an Official Seal and for other purposes

The City Manager reported that in order to obtain funding to implement the Friendship Forest Master Plan, the City of Clarkston will exercise its powers under the Urban Redevelopment Law. This item provides for the Clarkston Urban Redevelopment Agency to adopt Bylaws by which the Agency shall be governed, adopt an official seal, appoint the Chair, Vice Chair and Treasurer and appoint the City Attorney as counsel to the Urban Redevelopment Agency.

Ahmed Hassan made a motion to approve the Organizing Resolution of the of the Urban Redevelopment Agency of the City of Clarkston, adopting Bylaws, an Official Seal and appointing as Chairman: Dean Moore, Vic- Chair Jamie Carroll, Secretary/Treasurer Ahmed Hassan and Stephen Quinn as Attorney. Awet Eyasu seconded the motion. A vote was called and the motion carried (4, 0).

F2) A Bond Resolution to Provide for the Issuance of the Urban Redevelopment Agency of the City of Clarkston Revenue Bond (City Of Clarkston Project), Series 2017, In as Aggregate Principle Amount Of \$1,350,000 to Provide Funds to Pay or To be applied toward the cost of financing certain improvements to the Friendship Forest Wildlife Sanctuary and to pay expenses Associated Therewith; To Provide for the form of the Series 2017 Bond; To Provide for the Creation and Maintenance of Certain Funds; To Provide Remedies for the Owners of said Bonds; To Authorize and Approve the Execution and Delivery of an Agreement of Sale with the City of Clarkston, Georgia; And for Other Purposes

The City Manager reported that the resolution approves the terms of the bond financing, form of the Bond, repayment terms and defines events of defaults and remedies of the bondholder. This Bond Resolution also approves the Agreement of Sale which serves as an intergovernmental contract with the City. The City is financing the loan over 8 years at 2.65% and the repayment has been tailored to fit with the City's cash flow cycles. Discussion on the transfer of property title during the loan period.

Awet Eyasu made a motion to approve the Bond Resolution to Provide for the Issuance of the Urban Redevelopment Agency of the City of Clarkston Revenue Bond (City Of Clarkston Project), Series 2017, in as Aggregate Principle Amount Of \$1,350,000 to Provide Funds to Pay or to be applied toward the cost of financing certain improvements to the Friendship Forest Wildlife Sanctuary and to pay expenses associated therewith; To Provide for the form of the Series 2017 Bond; To Provide for the Creation and

Maintenance of Certain Funds; To Provide Remedies for the Owners of said Bonds; To Authorize and Approve the Execution and Delivery of an Agreement of Sale with the City of Clarkston, Georgia; And for Other Purposes. Mario Williams seconded the motion. A vote was called and the motion carried (4, 0).

Awet Eyasu made a motion to adjourn the meeting. Beverly Burks seconded the motion. A vote was called and the motion carried (4, 0).

Meeting adjourned.

CITY OF CLARKSTON

ITEM NO: 4G

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss a resolution to deny the claim for damages asserted by claimant Jermarcus Wheeler.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

Stephen Quinn, City Attorney

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the ante litem claim the City received for damages from legal counsel representing Jermarcus Wheeler dated November 2, 2022.

NEED/ IMPACT: The city denies Mr. Wheeler's claim for damages pursuant to O.C.G.A. Section 36-33-5.

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

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CLARKSTON TO DENY THE CLAIM FOR DAMAGES ASSERTED BY CLAIMANT JERMARCUS WHEELER.

WHEREAS, the City of Clarkston received an ante litem claim for damages from legal counsel representing Jermarcus Wheeler dated November 2, 2022; and

WHEREAS, Mr. Wheeler alleges that he was injured in an auto accident on May 24, 2022 and that “upon information and belief” City of Clarkston Police officers/vehicles were somehow involved in this accident, even though it occurred in unincorporated DeKalb County; and

WHEREAS, the City has thoroughly investigated the allegation, including review of GPS location for patrol cars and incident reports for the date in question, and has determined unequivocally that no Clarkston PD officers or vehicles were involved in this alleged incident in any way.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Clarkston that the City of Clarkston hereby formally denies Mr. Wheeler’s claim for damages pursuant to O.C.G.A. Section 36-33-5.

BE IT FURTHER RESOLVED that the city attorney is hereby directed to communicate with Mr. Wheeler’s legal counsel to inform him of this denial of his claim.

SO RESOLVED, this _____ day of February, 2023.

CLARKSTON CITY COUNCIL

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika Mitchell
City Clerk

CITY OF CLARKSTON

ITEM NO: 4H

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss a resolution to deny the claim for damages asserted by claimant Jaque Wheeler.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

Stephen Quinn, City Attorney

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the ante litem claim the City received for damages from legal counsel representing Jaque Wheeler dated November 2, 2022.

NEED/ IMPACT: The city denies Mr. Wheeler's claim for damages pursuant to O.C.G.A. Section 36-33-5.

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

RESOLUTION NO. ____

A RESOLUTION BY THE CITY OF CLARKSTON TO DENY THE CLAIM FOR DAMAGES ASSERTED BY CLAIMANT JAQUE WHEELER.

WHEREAS, the City of Clarkston received an ante litem claim for damages from legal counsel representing Jaque Wheeler dated September 1, 2022; and

WHEREAS, Ms. Wheeler alleges that she was injured in an auto accident on April 6, 2022 and that a City of Clarkston employee negligently caused the accident while operating a City-owned vehicle; and

WHEREAS, the City has determined that the referenced incident, which occurred in Gwinnett County, was not part of any official City business; and

WHEREAS, the City holds a policy of insurance that would cover the loss claimed by Ms. Wheeler to the extent that the City vehicle was in fact operated in a negligent fashion as alleged.

NOW, THEREFORE, BE IT RESOLVED BY THE Clarkston City Council that the City of Clarkston hereby formally denies Ms. Wheeler's claim for damages pursuant to O.C.G.A. Section 36-33-5.

BE IT FURTHER RESOLVED that the city attorney is hereby directed to communicate with Ms. Wheeler's legal counsel to inform her of this denial of her claim and to direct counsel to the City's motor vehicle insurance carrier.

SO RESOLVED, this ____ day of February, 2023.

CLARKSTON CITY COUNCIL

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika Mitchell
City Clerk

CITY OF CLARKSTON

ITEM NO: 5A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss amending Chapters 9.5 of the City Code Regarding Service Stations and Chapter 11 of the Code regarding Businesses; To Limit Hours of Operation for Convenience Stores; To Allow Convenience Stores that Maintain Video Surveillance (VSS) to Acquire a Permit for Expanded Hours of Operation; and Other Purposes

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Councilperson Y'terenickia Bell

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the regulations set forth in this ordinance to protect the public health, safety and welfare of residents, visitors and employees of convenience stores.

NEED/IMPACT: Section 11-173. Convenience stores with VSS may operate 24 hours per day.

RECOMMENDATION: N/A.

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 9.5 OF THE CITY CODE REGARDING SERVICE STATIONS AND CHAPTER 11 OF THE CODE REGARDING BUSINESSES; TO LIMIT HOURS OF OPERATION FOR CONVENIENCE STORES; TO ALLOW CONVENIENCE STORES THAT MAINTAIN VIDEO SURVEILLANCE SYSTEMS TO ACQUIRE A PERMIT FOR EXPANDED HOURS OF OPERATION; AND FOR OTHER PURPOSES.

WHEREAS, the Clarkston City Council is charged by the City Charter with the duty and power to protect public safety and to regulate businesses operating within the City; and

WHEREAS, the City Council finds that a significant number of crimes, particularly violent crimes, have been and continue to be committed at convenience stores; and

WHEREAS, the Council specifically finds that there have been two shootings at convenience stores within the City just in the past several weeks, including a recent homicide; and

WHEREAS, the City Council intends to protect the public health, safety and welfare of residents, visitors and employees of convenience stores by enacting the regulations set forth in this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CLARKSTON CITY COUNCIL AS FOLLOWS:

SECTION 1. City Code Section 9.5-55 is hereby deleted and replaced with the following language:

“9.5-55. Hours of Operation.

Service stations regulated by this chapter are subject to the hours of operation regulations for convenience stores set forth in Article IX of Chapter 11 of the City Code.”

SECTION 2. Chapter 11 of the City Code is hereby amended to add new Article IX regulating convenience stores. Article IX of Chapter 11 shall read as follows:

“ARTICLE IX. CONVENIENCE STORES.

Section 11-171. Definitions.

As used in this Article, the following terms shall have the following assigned meanings:

Convenience store means any retail establishment offering for sale prepackaged food and/or beverage products, household items, and/or other goods including, but not limited to, alcoholic beverages, tobacco products, gasoline and pharmaceutical items that do not require a doctor’s prescription, within a facility having a gross floor area of less than two thousand five hundred (2,500) square feet. This definition includes any small retail store located on the same parcel as, or operated in conjunction with, an automotive service station or gas station.

Video Surveillance System (VSS) means a digital surveillance system that captures and records video on a continuous basis. To qualify as a VSS that complies with this Article, the system shall consist of at least four (4) cameras that capture images at a minimum resolution of 4MP (1440p) and a minimum of 24 frames per second (24 FPS) that are arranged to record video of, at a minimum, the store’s entrance/exit from inside and outside, as well as the cash register, at all times. To comply with this Article, the VSS must record 24 hours per day and must preserve all captured images for at least 24 hours on a rolling basis in a manner that allows the captured video to be shared with law enforcement in the event that a crime occurs at the store.

Section 11-172. Hours of operation; late night permit.

All convenience stores shall be closed to the public between the hours of 12:00 Midnight and 6:00 a.m. every day of the year unless the convenience store obtains a “late night convenience store permit” from the city manager and remains in compliance at all times with the regulations set forth in Section 11-173. Such permits shall be issued in accordance with the following criteria:

- a) There shall be no fee associated with late night convenience store permits (other than the fee associated with obtaining an annual business license);
- b) Such permits shall be issued on an annual basis and be renewable year to year; and
- c) In order to obtain such license or renew such license, the city manager or his/her designee must determine that the convenience store is in full

compliance with all regulations set forth in Section 11-173 by an on-site inspection; and

- d) A late night convenience store permit may be suspended or revoked at any time, upon notice and due process pursuant to Article I of this chapter, if it is determined that the business has failed to comply with the requirements of Section 11-173.

Section 11-173. Convenience stores with VSS may operate 24 hours per day; right to inspect business location and VSS system.

A convenience store may be open to the public 24 hours per day so long as it establishes and maintains an active VSS system compliant with the specifications set forth in the definition provided in Section 11-171 of this Article at all times. A convenience store that holds a permit to operate late night shall allow the city manager or his/her designee to access its facility upon request in order to inspect and confirm that the VSS system complies with the applicable regulations and is active and operational.”

SECTION 3. Any provision of the City Code in conflict with this ordinance is hereby repealed to the extend necessary to give effect to this ordinance.

SECTION 4. This ordinance shall become effective _____.

SECTION 5. The various sections and clauses of this ordinance are intended to be severable. In the event that any section or clause of this ordinance is deemed to be invalid by a court of competent jurisdiction, the Clarkston City Council hereby declares that it would have adopted this ordinance absent that clause and intends for the remainder of this ordinance to continue in full force and effect.

SO ORDAINED this ____ day of _____, 2023.

ATTEST:

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

Tomika Lewis, City Clerk

Mayor Beverly H. Burks

Approved as to Form

Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss the resolution to authorize the purchase of 3520 Montreal Creek Court.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

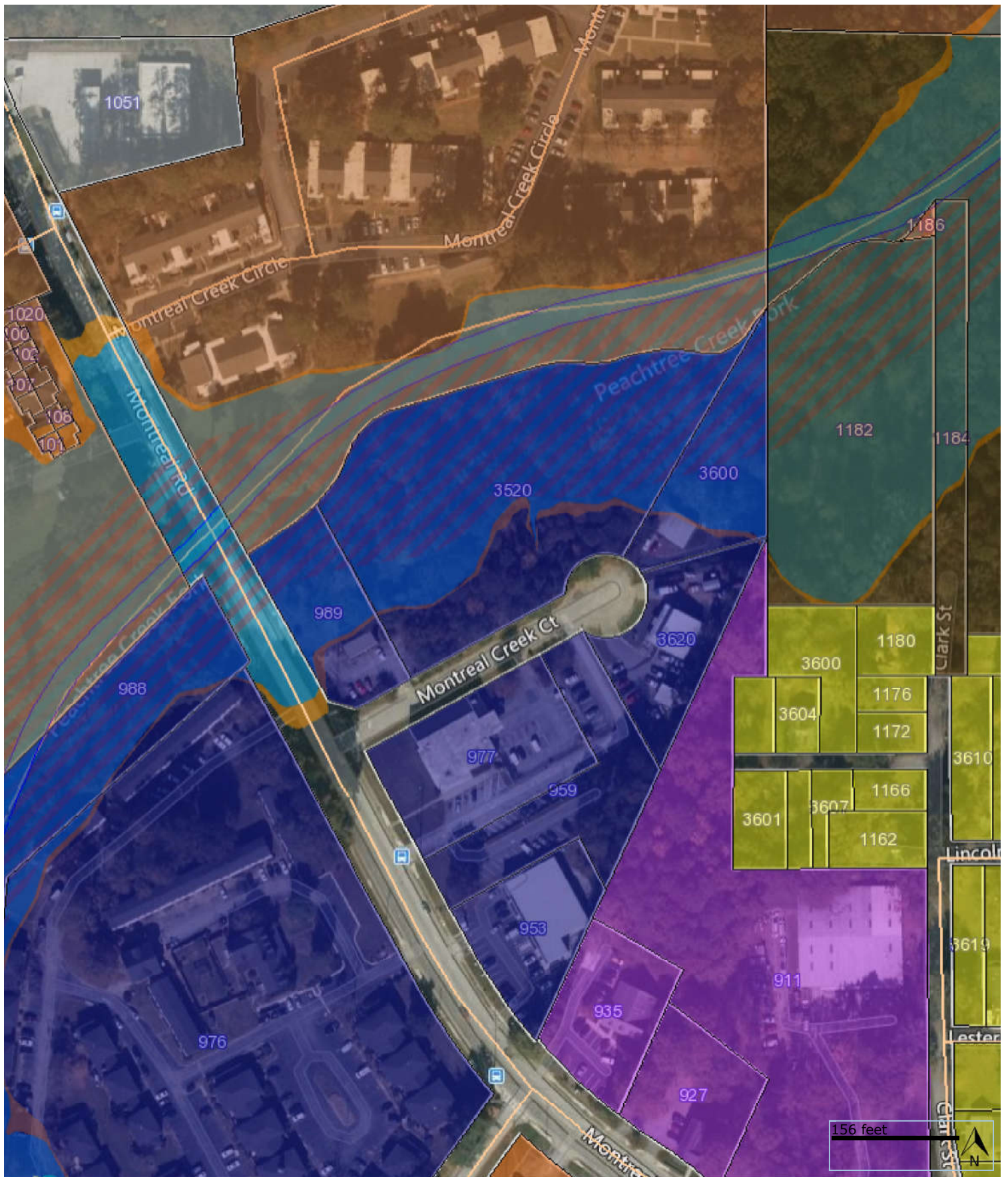
Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the resolution to authorize the purchase of the 3520 Montreal Creek Court property.

NEED/ IMPACT: The city has determined that it is in the public interest to acquire the +/- 2.0 acres of property known as 3520 Montreal Creek Court (Parcel ID 18 118 03 029), Clarkston, GA 30021. The property owner has offered the sell the property to the city for \$70,000.

RECOMMENDATION: N/A



RESOLUTION NO. _____

**A RESOLUTION BY THE CITY OF CLARKSTON AUTHORIZING THE
PURCHASE OF REAL PROPERTY KNOWN AS 3520 MONTREAL CREEK
COURT.**

WHEREAS, the City Council has determined that it is in the public interest to acquire the property known as 3520 Montreal Creek Ct, Clarkston, GA 30021 (DeKalb County tax parcel 18 118 03 029); and

WHEREAS, the owner of said property, Charles T. Hilton, Jr, has offered to sell said property to the City for Seventy Thousand Dollars (\$70,000).

NOW THEREFORE, BE IT RESOLVED that the Clarkston City Council hereby authorizes and directs the purchase of the real property more particularly described by Exhibit "A" hereto, for the purchase price of Seventy Thousand Dollars (\$70,000).

BE IT FURTHER RESOLVED that the City Council hereby authorizes the payment of reasonable closing costs in connection with said purchase.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute a contract for the purchase of the property consistent with this Resolution and that the City Manager may execute such other documents as may be necessary to accomplish the purpose of this Resolution.

SO RESOLVED this ____ day of January, 2023.

ATTEST:

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

By _____
City Clerk Tomika Mitchell

Mayor Beverly H. Burks

Approved as to Form:

Stephen G. Quinn
City Attorney

EXHIBIT "A"

TRACT I

ALL that tract or parcel of land lying and being in the City of Clarkston, in Land Lot 118 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the northeasterly right-of-way line of Montreal Road (a 60-foot right-of-way) with the northwesterly right-of-way line of Montreal Creek Court (a 50-foot right-of-way); running thence north 29 degrees 51 minutes 52 seconds west along the northeasterly right-of-way line of Montreal Road, a distance of 222.40 feet to a point located in the center line of Peachtree Creek (said point also being located 1,661.30 feet southeasterly, as measured along the northeasterly right-of-way line of Montreal Road, from the point of intersection of the northeasterly right-of-way line of Montreal Road with the southerly right-of-way line of the Stone Mountain Freeway); running thence in a generally northeasterly direction along the center line of Peachtree Creek, and following the meanderings thereof, a distance of 105 feet, more or less, to a point; running thence south 29 degrees 51 minutes 52 seconds east, a distance of 244.00 feet to a point located on the northwesterly right-of-way line of Montreal Creek Court; running thence south 60 degrees 08 minutes 08 seconds west along the northwesterly right-of-way line of Montreal Creek Court, a distance of 101.39 feet to the point of beginning; and being improved property having a two-story brick office building thereon, and being more particularly shown on a plat of survey prepared for Charles T. Hilton, Jr. and Heritage Bank by Land Developing Company, and certified to by Morrison J. Simms, Georgia Registered Land Surveyor No. 1263, dated March 26, 1986.

TRACT II

ALL that tract or parcel of land lying and being in the City of Clarkston, in Land Lot 118 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the northwesterly right-of-way line of Montreal Creek Court (a 50-foot right-of-way), which point is located 101.39 feet northeasterly, as measured along the northwesterly right-of-way line of Montreal Creek Court, from the corner formed by the intersection of the northwesterly right-of-way line of Montreal Creek Court with the northeasterly right-of-way line of Montreal Road (a 60-foot right-of-way); running thence north 29 degrees 51 minutes 52 seconds west, a distance of 244.00 feet to a point located on the center line of Peachtree Creek; running thence in a generally northeasterly direction along the center line of Peachtree Creek, and following the meanderings thereof, a distance of 646 feet, more or less, to a point; running thence south 30 degrees 20 minutes 50 seconds west, a distance of 344 feet, more or less, to a point located on the northeasterly right-of-way line of the terminus of the cul-de-sac of Montreal Creek Court (said cul-de-sac having a radius of 50 feet); running thence northwesterly, westerly and southwesterly along the northeasterly, northerly and northwesterly right-of-way line of the terminus of the cul-de-sac of Montreal Creek Court, a distance of 99.37 feet to a point; running thence south 60 degrees 08 minutes 08 seconds west along the northwesterly right-of-way line of Montreal Creek Court, a distance of 214.26 feet to the point of beginning; and being a tract of land containing 2.7 acres, more or less, according to a plat of survey prepared for Charles T. Hilton, Jr. and Heritage Bank by Land Developing Company, and certified to by Morrison J. Simms, Georgia Registered Land Surveyor No. 1263, dated March 26, 1986.

CITY OF CLARKSTON

ITEM NO: 6B

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:

Discussion

MEETING DATE: January 31, 2023

SUBJECT: To discuss a resolution authorizing the DeKalb County Board of Registrations and Elections to conduct the City of Clarkston 2023 General Municipal Election.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

Tomika Mitchell, City Clerk

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss a resolution authorizing the DeKalb County Board of Registrations and Elections to conduct the City of Clarkston 2023 General Municipal Election.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**APPOINTING DEKALB COUNTY BOARD OF REGISTRATIONS AND ELECTIONS TO
CONDUCT THE CITY OF CLARKSTON 2023 GENERAL MUNICIPAL ELECTION**

WHEREAS; The City of Clarkston, Georgia will hold a General Election on Tuesday, November 7, 2023; and

WHEREAS; The City may have need to hold additional City Elections, including Calls for Special City Elections ("the Calls") and Runoffs in addition to the General Election, collectively, for 2023; and

WHEREAS; The City Council is hereby in agreement that it is in the best interest of its citizens, pursuant to O.C.G.A. §2 I-2-4S(c), to continue to allow the DeKalb County Board of Registrations and Elections staff, equipment and expertise to conduct the City of Clarkston 2023 Elections; and

WHEREAS; Individual duties and responsibilities of both the City and County staff are set forth in the Intergovernmental Agreement, between the City and the County, adopted by the Council on November 6, 2013.

NOW, THEREFORE, BE IT RESOLVED THAT THE Clarkston City Council does hereby appoint DeKalb County Board of Registrations and Elections to conduct the City of Clarkston Elections for 2023.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

CITY OF CLARKSTON

ITEM NO: 6C

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss allocating \$82,800 in ARPA funding to the Amani Women Center Workforce Development Pilot Program.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: : To discuss a request from the Amani Women Center to allocate \$82,800 in ARPA funding to the Amani Women Center Workforce Development Pilot Program.

NEED/ IMPACT: The Amani Women Center Workforce Development Pilot Program anticipates to train over 40 participants. The Center proposes a workforce development pilot initiative to assist newcomers who are residents of Clarkston. The purpose of the workforce development pilot program is to assist participants in gaining life skills that translate to livable wages, improvement of economic well-being and additional fundamental opportunities that meet their needs.

RECOMMENDATION: N/A



ANNUAL ASSISTANCE FUNDING

PROPOSAL FOR THE CITY OF CLARKSTON



"Amani Women Center Workforce Development Initiative"

Introduction:

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

Overview:

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

Resources:

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

Need:

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

Solution:

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

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

Proposal:

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

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

Activities include:

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

Budget:

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

ABOUT AMANI WOMEN CENTER, INC.

501-C3 Non-Profit Organization – Clarkston Ga

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

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

Highlights Since Covid-19 Pandemic:

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

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

Conclusion:

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

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

Thank you for your consideration.

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

CITY OF CLARKSTON

ITEM NO: 6D

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 31, 2023

ACTION TYPE:

Discussion

SUBJECT: To discuss allocating ARPA funds for government services.

DEPARTMENT:

Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO

Pages:

INFORMATION CONTACT:

Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss allocating ARPA funds for the recommended government services.

NEED/ IMPACT:

To review the requests for ARPA allocations for the 2023 year. Also to recommend initiatives that will be funding for the duration of the funding cycle of 2026.

RECOMMENDATION: N/A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF CLARKSTON, GEORGIA
AND SAFEbuilt GEORGIA, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Clarkston, Georgia, ("Municipality") and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information

technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM

MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes

without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended,

and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Shawanna N. Quawiy, City Manager City of Clarkston 3921 Church Street Clarkston, GA 30021 Email: sgawiy@cityofclarkston.com	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Consultant certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

30. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

31. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO
SAFEbuilt Georgia, LLC

Date

Signature
City of Clarkston, Georgia

Date

Name and Title
City of Clarkston, Georgia

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations as requested in writing by Municipality
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Assist in the preparation of cases for court appearances and attend meetings as requested
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Code Enforcement will be performed five (5) days a week; Monday through Friday for eight (8) hours a day; forty (40) hours each week at a monthly rate
- ✓ Code Enforcement performed over forty (40) hours each week will be charged an hourly rate
- ✓ Consultant representative(s) will be available by phone and email

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Code Enforcement Services Forty (40) hour per week	\$6,417.00 per month
After Hours/Emergency Inspection Services More than forty (40) hour per week	\$90.00 per hour – two (2) hour minimum

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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ARPA FUND FY 2023 PROPOSED BUDGET													
ACCOUNT CODE	Project Description	City Council Allocations as of 10/04/2022	Actual Spent FY2021	Final Amended Budget FY2022	2022 Expenditures to Date 12/31/2022	Total Cumulative Actual Expenditures FY2021 & FY2022	Balance Available from City Council Allocations as of 12/31/2022	2023 Original Budget	Increase / Decrease to FY2023 Budget	2023 Amended Budget	Carry over Allocations to 2024 Budget	Carry over Allocations to 2025 Budget	Carry over Allocations to 2026 Budget
260-1500-10-511100	Hazard Pay-Admin		22,965.19	18,000.00	14,647.28	37,612.47		10,807.00	5,403.00	16,210.00	10,860.70	5,511.40	
260-1500-10-512200	Hazard Pay-Admin		1,423.84	1,100.00	908.14	2,331.98		670.00	335.00	1,005.00	673.35	341.70	
260-1500-10-512300	Hazard Pay-Admin		333.00	300.00	212.38	545.38		157.00	78.00	235.00	157.45	79.90	
260-1500-10-512700	Hazard Pay-Admin			1,900.00	1,900.00	1,900.00		-	-	-	-	-	
260-2650-20-511100	Hazard Pay-Court		9,910.98	19,000.00	14,427.58	24,338.56		9,740.00	4,870.00	14,610.00	9,788.70	4,967.40	
260-2650-20-512200	Hazard Pay-Court		614.49	1,200.00	894.51	1,509.00		604.00	302.00	906.00	607.02	308.04	
260-2650-20-512300	Hazard Pay-Court		143.71	300.00	209.20	352.91		141.00	71.00	212.00	142.04	72.08	
260-2650-20-512700	Hazard Pay-Court			824.00	824.00	824.00		-	-	-	-	-	
260-3200-30-511100	Hazard Pay-Police		93,867.16	112,000.00	100,795.31	194,662.47		97,876.00	42,938.00	140,814.00	94,345.38	47,876.76	
260-3200-30-512200	Hazard Pay-Police		5,819.76	7,000.00	6,249.31	12,069.07		6,068.00	2,662.00	8,730.00	5,849.10	2,968.20	
260-3200-30-512300	Hazard Pay-Police		1,361.07	1,700.00	1,461.54	2,822.61		1,419.00	623.00	2,042.00	1,368.14	694.28	
260-3200-30-512700	Hazard Pay-Police		4,492.35	7,710.00	7,710.00	12,202.35		-	-	-	-	-	
260-4000-40-511100	Hazard Pay-Pub Works		37,951.31	48,000.00	42,991.27	80,942.58		43,774.00	22,778.00	66,552.00	44,589.84	22,627.68	
260-4000-40-512200	Hazard Pay-Pub Works		2,352.98	3,000.00	2,665.47	5,018.45		2,714.00	1,412.00	4,126.00	2,764.42	1,402.84	
260-4000-40-512300	Hazard Pay-Pub Works		550.29	700.00	623.37	1,173.66		635.00	330.00	965.00	646.55	328.10	
260-4000-40-512700	Hazard Pay-Pub Works		2,212.65	3,143.00	3,143.00	5,355.65		-	-	-	-	-	
260-7400-74-511100	Hazard Pay-Plan & Dev		4,593.93	11,000.00	10,390.31	14,984.24		13,865.00	4,933.00	18,798.00	12,594.66	6,391.32	
260-7400-74-512200	Hazard Pay-Plan & Dev		284.82	700.00	644.21	929.03		860.00	305.00	1,165.00	780.55	396.10	
260-7400-74-512300	Hazard Pay-Plan & Dev		66.62	200.00	150.66	217.28		201.00	72.00	273.00	182.91	92.82	
260-7400-74-512700	Hazard Pay-Plan & Dev			391.00	391.00	391.00		-	-	-	-	-	
Total Hazard Pay		\$ 414,000.00	188,944.15	238,168.00	211,238.54	400,182.69	13,817.31	189,531.00	87,112.00	276,643.00	185,350.81	94,058.62	
						-	-						
260-1500-10-511100	Finance Staff for Two Years	\$ 130,000.00		26,000.00		-	130,000.00	65,000.00		65,000.00	65,000.00		
260-1500-10-521200	Admin Temp for Two Years	\$ 88,741.00	-	26,000.00	15,248.77	15,248.77	73,492.23	45,000.00	23,141.00	68,141.00	68,141.00	68,141.00	68,141.00
260-1500-10-521200	Grants Adminstrator Two Years	\$ 90,000.00		9,000.00	8,000.00	8,000.00	82,000.00	54,000.00		54,000.00	22,500.00		
	Equity & Diversity Inclusion	\$ 234,000.00				-	234,000.00	78,000.00		78,000.00	78,000.00	78,000.00	
260-3200-30-511100	Public Safety Social Intervention Staffing	\$ 85,000.00				-	85,000.00	85,000.00		85,000.00	85,000.00		
260-1565-15-523200	COMMUNICATIONS/MARKETING	\$ 10,000.00	697.88	-		697.88	9,302.12	4,302.12		4,302.12			
260-1565-15-531100, 26	PPE - Covid19 Supplies	\$ 25,000.00	5,052.86	5,000.00	2,897.14	7,950.00	17,050.00	15,700.40		15,700.40	5,700.40	5,000.00	
260-1565-15-541200, 260-3200-30-531600, 260-7600-10-521300	TECHNOLOGY-Council/Court Chambers Equipment, Laptops for Remote Working, NextRequest Open Records system	\$ 79,893.00	74,371.61	18,403.00	18,403.00	92,774.61	(12,881.61)			-			
260-3200-30-531600	Police Safety Equipment -Traffic Cones for Officers Vehicle to promote safety	\$ 1,500.00	1,423.50	-		1,423.50	76.50	-		-			
260-3200-30-542200	Police Equipment	\$ 23,000.00	23,000.00	-		23,000.00	-	-		-			
260-3200-30-542500	Police Flock Cameras	\$ 33,000.00	33,000.00	-		33,000.00	-	-		-			

ARPA FUND FY 2023 PROPOSED BUDGET													
ACCOUNT CODE	Project Description	City Council Allocations as of 10/04/2022	Actual Spent FY2021	Final Amended Budget FY2022	2022 Expenditures to Date 12/31/2022	Total Cumulative Actual Expenditures FY2021 & FY2022	Balance Available from City Council Allocations as of 12/31/2022	2023 Original Budget	Increase / Decrease to FY2023 Budget	2023 Amended Budget	Carry over Allocations to 2024 Budget	Carry over Allocations to 2025 Budget	Carry over Allocations to 2026 Budget
260-4000-40-531600	Public Works Safety Equipment - Cargo Trailer with Drums, Hydros, and Traffic Control Barriers	\$ 19,500.00	19,366.19	-		19,366.19	133.81	-		-			
260-6200-60-542500	Calesthenics and Park Equipment	\$ 44,275.00	-	28,000.00	46,254.48	46,254.48	(1,979.48)	-		-			
260-7600-10-531140	Signage, Banners & Safety Equipment	\$ 11,400.00	9,278.72	3,000.00	2,382.82	11,661.54	(261.54)	-		-			
260-7600-10-572000	MOU-Good Samaritan Lutheran	\$ 17,925.00	6,873.00	10,820.00	10,820.00	17,693.00	232.00	-		-			
260-7600-10-572000	MOU-Burmese Rohingya Community	\$ 25,000.00	25,000.00	-		25,000.00	-	-		-			
260-7600-10-572000	MOU-CDF Storyboards	\$ 28,405.52	6,370.00	19,200.00	19,178.59	25,548.59	2,856.93	-		-			
260-7600-10-572000	MOU-Fresh Harvest	\$ 40,000.00		-	-	-	40,000.00	40,000.00		40,000.00			
260-7600-10-572010	MOU-GA State Univ	\$ 30,000.00	-	30,100.00	30,047.00	30,047.00	(47.00)	-		-			
260-7600-10-572020	MOU-Veterans Comm Outreach	\$ 39,193.00	-	19,000.00	22,060.56	22,060.56	17,132.44	14,169.00		14,169.00			
260-7600-10-572025	MOU-Empower Clarkston-Tekton	\$ 125,000.00	-	69,000.00	69,000.00	69,000.00	56,000.00	1,958.00		1,958.00			
260-7600-10-572030	MOU - Amani Womens Center	\$ 42,000.00		42,000.00	36,000.00	36,000.00	6,000.00	12,000.00		12,000.00			
260-7600-10-573080	Home Repair/Weatherization Assistance	\$ 100,000.00	-	50,000.00	15,000.00	15,000.00	85,000.00	45,000.00		45,000.00	-		
260-7600-10-573090	Covid19 Rapid Test	\$ 106,000.00	-	106,000.00	105,966.00	105,966.00	34.00	-		-			
260-7600-10-573091	ARPA Health Initiatives	\$ 55,000.00	243.94	54,756.00	16,886.86	17,130.80	37,869.20	33,869.00		33,869.00			
260-7600-10-573092	Food Distribution	\$ 90,000.00	49,537.86	40,500.00	59,292.65	108,830.51	(18,830.51)	-	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
260-7600-10-573093	Vaccine Incentive Gift Cards	\$ 75,000.00	43,022.45	22,000.00	21,180.00	64,202.45	10,797.55	10,797.00		10,797.00			
260-7600-10-573094	Business Assistance	\$ 54,997.56	5,000.00	145,000.00	38,072.56	43,072.56	11,925.00	-		-			
260-7600-10-573095	Rental Assistance	\$ 650,000.00	501,392.00	-	67,107.00	568,499.00	81,501.00	-		-			
260-7600-10-573096	Mortgage Assistance	\$ 25,000.00	8,176.56	16,000.00	1,340.86	9,517.42	15,482.58	8,871.00		8,871.00			
260-7600-10-573097	Utility Assistance	\$ 25,000.00	12,113.58	13,000.00	12,988.78	25,102.36	(102.36)	-		-			
260-7600-10-573098	Quarantine Income Loss	\$ 100,000.00	-	50,000.00	1,200.00	1,200.00	98,800.00	50,000.00		50,000.00	-		
	Façade Improvement	\$ 220,002.44				-	220,002.44	220,002.44		220,002.44			
	Comcast-Expand Wi-fi City Offices								12,480.00	12,480.00	12,480.00	12,480.00	12,480.00
	Cyber Security- Upgrade Server Room								75,000.00	75,000.00			
	Cyber Security- Upgrade Computer Equipment								100,000.00	100,000.00			
	Tyler Technologies-Upgrade in vehicle printers for all Police								31,370.00	31,370.00			

[illegible]