CITY OF CLARKSTON
where possibilities grow

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

Mayor Beverly H. Burks

Councilmembers:
Jamie Carroll *Laura Hopkins*
Awet Eyasu *Yterenickia Bell*
Debra Johnson *Susan Hood*
Shawanna Qawiy, Interim City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, March 29, 2022, 7:00PM
ZOOM

1. **CALL TO ORDER**

2. **ROLL CALL**

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

4. **PRESENTATION/ ADMINISTRATIVE BUSINESS**
   - **A.** Clarkston Community: COVID-19 Needs Assessment
   - **B.** Milam Park Pool Management Contract
   - **C.** Atlanta Harm Reduction Coalition Presentation
   - **D.** Opioid Settlement: State of Georgia and Local Governments Memorandum of Understanding Concerning National Distribution and Johnson and Johnson Opioid Settlement
   - **E.** Empower Clarkston

5. **OLD BUSINESS**
   - **A.** Discussion of a “living urn” tree planting at Friendship Forest.
   - **B.** Discussion of the cost estimate from the selected firm of VOLKERT, Incorporated for the SPLOST 09 Professional Engineering Services for the Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements Project.

6. **NEW BUSINESS**
   - **A.** Discussion of Alcohol license for goPuff D/B/A GB License, LLC located at 808 Park North Boulevard, Clarkston, GA 30021.
   - **B.** Discussion of SPLOST 04 B & C Pedestrian Enhancements Trailhead and Rowland Street Mell Avenue traffic calming project Change Order for chicane removal and speed table installation.
   - **C.** Discussion to amend the city code to allow service stations/convenience stores to operate 24 hours per day with the installation of video surveillance equipment.
   - **D.** Discussion of Change Order #42 for SPLOST 04 B & C Rowland Street Road Diet Project/Local Maintenance Improvement Grant paving project.

E. Discussion of Change Order #44 for SPLOST 04 B & C Rowland Street Road Diet Project/Paving of Hill Street.

F. Discussion of Change Order #3 for SPLOST 08 Market Street Resurfacing and Sidewalk expansion project.

Vo

7. EXECUTIVE SESSION

A. To discuss a personnel matter.

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, March 29, 2022. The public may participate in the meeting by using the following information below:

https://us02web.zoom.us/j/87619369887?pwd=NkZyRndISjhFbFQ5dUhtZlJaVnU2QT09

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
Meeting ID: 876 1936 9887

Find your local number: https://us02web.zoom.us/u/kcN0QVhz6f

CITY OF CLARKSTON

ITEM NO: 4A

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Worksession

ACTION TYPE:

Discussion/Review

SUBJECT: Clarkston Community: COVID 19 Needs Assessment

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE:
To review the findings from the Georgia State University's Department of Community Engagement/Prevention Research Center related to the Clarkston community COVID 19 needs assessment research.

NEED/ IMPACT:
Prior discussions were made with Clarkston leadership to identify community needs and understand the impact the COVID-19 pandemic had/has on the Clarkston community. The request resulted in the allocation of American Rescue Plan Act (ARPA) funding in the amount of $30,047 for data research to assist with translation services.

RECOMMENDATION:
N/A

CITY OF CLARKSTON

ITEM NO: 4B

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE: Worksession

ACTION TYPE: Discussion/Review

SUBJECT: Milam Park pool management contract review.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE:
To discuss the contract renewal with Sears Pool Management Consultants, Incorporated.

NEED/ IMPACT:
In January 2020, the city issued a Request for Proposals (RFP) for pool management services. Receiving three (3) proposals the RFP review team recommended to contract with Sears Pool Management. In March 2020, the city shut down due to the Covid 19 pandemic. During this time, a recommendation was not presented to the City Council on a pool management servicing team. Sears Pool Management continued servicing the pool to prepare for the pool opening in May 2020.

Based on unproductive internal discussions with (city) management staff and Sears Pool Management, from July 2020 to August 2020, management staff did not find it advantageous to continue services with Sear Pool Management and contracted with Dynamo Pool Management.

For the 2021 pool season, a contract was signed with Dynamo Pool Management on May 17, 2021 to provide management services for $43,300 from May 2021 to April 30,2022.

For the 2022 pool season, staff requested quote updates from Sears Pool Management Consultants and Dynamo Pool management and received the following quotes:

Dynamo Pool Management; $58,200
Sears Pool Management; $53,750

Both companies submitted cost increases due to increased staffing and maintenance costs.

RECOMMENDATIONS:
Staff recommends approving a contract with Sears Pool Management Consultants to provide pool management services.

DYNAMO POOL MANAGEMENT, INC.

3119 Shallowford Road, Atlanta, GA 30341
p. 770.458.9422 f. 770.818.5847

DYNAMO POOL MANAGEMENT, INC.

3119 Shallowford Road, Atlanta, GA 30341 p.770.458.9422 f.770.818.5847

Standard Contract

SWIMMING POOL MANAGEMENT AGREEMENT

CITY OF CLARKSTON – Milam Park Pool Center
May 1, 2021 – April 30, 2022* with an option of 3 years

This agreement by and between DYNAMO POOL MANAGEMENT, INC. (the "Company") and CITY OF CLARKSTON (the "Customer") is to provide for the operation and management by the Company of the Customer's pool located in DeKalb County, Georgia in accordance with the specifications, conditions and terms set forth herein.

1. **EFFECTIVE DATE**: This agreement, when executed by both parties hereto, shall become effective on the date both parties sign the contract, for the upcoming swim (summer) season.

2. **PROPOSAL EXPIRATION OPTION**: This contract is void able at the Company's option if not executed by the Customer and returned to the Company by **May 31, 2021**.

3. **ACCESS AND UTILITIES**: The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide (4) sets of keys to the Company to open any and all locks required to operate the pools and spa. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

   Customer further agrees to furnish without cost to Company:
   1. Water
   2. Electricity
   3. 110 volt electrical outlet in pump room
   4. Garbage pick up service
   5. Appropriate number of lifeguard stands and umbrellas for the stands
   6. Telephone (pay telephone acceptable)
   7. Secured storage space for equipment and/or supplies

4. **TELEPHONE**: Customer shall be responsible for providing an operational telephone accessible to the Company's lifeguards at the pool site. For safety reasons, the pool will only be open when the telephone is operational.

5. **OPENING**: Company agrees to make both pools and spa useable by completing the following services, where applicable:
   1. The Company will remove and clean off the customer's pool cover and store in pump room for the Customer.
   2. Vacuum pool and spa
   3. Inspect chemical feeders
   4. Inspect all filter equipment
   5. Inspect flow meters, pressure gauges and valves
   6. Inspect diving boards, guard chairs and ladders
   7. Inspect underwater lights
   8. Inspect pool/spa heaters
   9. Set up and clean pool furniture
   10. Clean bathrooms (according to the checklist)
   11. Order, store and inject all necessary chemicals to establish proper levels for:
       - Free chlorine
       - Total alkalinity
       - pH
       - Calcium hardness
       - Cyanuric acid
   12. Clean the pool deck and pavilion area deck
   13. Start up equipment
   14. Perform prerequisite repair work as needed and authorized by Customer (see "Repair Work")

6. **PERMIT**: The Company will assist the Customer in obtaining a Swimming Pool Operating Permit from the local Health Department.

   The Company shall:
   - Clean and chemically balance pools according to Health Department standards
   - Make necessary repairs and provide parts under the terms of "repair work" section of this agreement.
   - Schedule pre-season Health Department inspection and meet the county Health Department inspector at Customer's pool to walk through the inspection with the Health Department inspector prior to the scheduled pool opening.

   The Customer shall be responsible for:
   - Completing the operating permit application and returning it to the Health Department with the permit fee. The Company will obtain the application and advise/assist Customer regarding the application.

7. **INITIAL OPENING**: Customer agrees pool will be clean and free of algae on the day the contract is executed (or on the day the Company pulls the cover/takes over control of the pool) if the Company is not used for "off season service". If the pool is not free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

8. **POOL OPERATION**: Company agrees to furnish certified lifeguards to operate the pool on the following schedule:
   Dates of Operation:
   May 24, 2021 – Pool will be swim ready
   May 28, 2021 – Pool will be open for the swim season
   September 6, 2021 – Pool will close for the season

   Hours of Operation:
   The pool will be open during the following hours:

May 28th – August 1st	
Monday – Thursday	11 am – 7 pm (three lifeguards on duty)
Friday - Saturday	11 am – 6 pm (three lifeguards on duty)
Sunday	12 noon – 6 pm (three lifeguards on duty)

August 2nd - Sept. 6th	
Monday – Friday	POOL CLOSED - *no lifeguards will be on duty*
Saturday	11 am – 6 pm (three lifeguards on duty)
Sunday	12 noon – 6 pm (three lifeguards on duty)
Monday, Labor Sept 6th	11 am – 6 pm (three lifeguards on duty)

9. **BREAK**: Once every hour (10 minutes before the hour) the pool will be cleared of all swimmers (younger than 18 years old) for a period of ten minutes. During this break, lifeguards are not on duty but are doing their secondary duties of checking the water chemicals, picking up trash and checking on the bathrooms.
   Guards will rotate and the third guard will man the front desk and check patrons in and man the front counter.

10. **VANDALISM**: Additional reasonable charges for cleanup required as the result of vandalism shall be paid by the Customer to the Company.

11. **SUPERVISION**: Company Supervisors will inspect the pool at least twice times a week (announced and unannounced visits) during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed. Company will maintain daily telephone contact with the service technicians to ensure proper operations are being conducted.

12. **ADDITIONAL LIFEGUARDS**: The Company is able to provide lifeguards for special events, after-hours parties, and extra hours of operation at the request of the Customer and/or its members and subject to the following:

- For parties or special events, the Customer and its members are not required to use Company lifeguards; however, Customer and its members assumes full responsibility and liability for the pool in the event any individuals are within the pool area when the Company lifeguards are not scheduled to work. The Customer and its members agrees to indemnify and hold Company harmless for any and all claims for damages or injuries, or both arising from the use of the pool during hours other than those specified in this contract unless Company's lifeguards have been scheduled according to the policies set forth herein.
- For parties or special events (during regular hours or after hours), for which the Company is to provide lifeguards, the Customer and/or its members are responsible for giving the Company fourteen (14) days prior written notice as to:
    - The time and date of the party
    - The number of people who are scheduled to attend
    - The general age group of the people scheduled to attend
    - Whether alcoholic beverages will be permitted at the party
    - Any special admission instructions
      * For a party that is scheduled during the regular pool hours and will have more than 15 swimmers attending an additional lifeguard must be scheduled.
- One additional lifeguard shall be required for any teenage party, college age party or for any party involving alcoholic beverages. Customer agrees to provide one adult chaperone for each ten (10) people at a teenage or college age party.
- Billing shall include any time spent cleaning up after use by any special group or party.
- Customer's Members must complete Party Reservation Form via the Company website at www.dynamopoolmanagement.com.
- If the Customer is the group requesting additional lifeguards, they need to notify the Company (14) days prior to the event via email: michelle@dynamopm.com and phone 770-458-9422 #11. The Customer does not have to complete the items "on line" as the Customer's members are required to.

Lifeguard requirements:

- for 1-20 guests: 1 lifeguard
- for 21-40 guests: 2 lifeguards
- for 41-60 guests: 3 lifeguards
- for 61-80 guests: 4 lifeguards

$25.00/hour for each lifeguard required: _____ lifeguard hours x $25.00 = _______

An additional lifeguard is required for any party involving teenagers, college-age individuals, or alcohol.

No lifeguards will be scheduled past 12:00 midnight

The charges are as follows:

Full payment is payable to Dynamo Pool Management, Inc. and due at the time of reserving the event along with the reservation form and the indemnification form. Reservations and payment for extra lifeguards is completed via the web site: www.dynamopoolmanagement.com Once Dynamo receives this form, you will be notified with a confirmation (based on lifeguard availability). If the Customer is requesting lifeguards, the fee for the request will be added to the next scheduled invoice.

If the party runs past the scheduled end time by more than a 1/2hour- you will be responsible for paying $50.00 due within two days after the party.

- Cancellation Policy – If notification is received less than 48 hours prior to the event, then 20% of total fees will be refunded. Notification needs to be received by phone at 770-458-9422 ext. 11 and by email: michelle@dynamopm.com.
- The Company will notify the Customer's contact when the Company receives a party request

13. **MINIMUM SAFETY STANDARDS**: Customer agrees and acknowledges that it is Customer's responsibility and duty to operate Customer's pool within the established minimum safety standards. The National Spa and Pool Institute and The Association of Pool & Spa Professionals "Minimum Standards for Public Pools," the National Electric Code, and any and all local health and building codes shall be used as minimum standards for safety herein. The NSPI "Minimum Standards for Public Pools" may be obtained from NSPI, 2111 Eisenhower Avenue, Alexandria, Virginia 22314; the National Electric Code is available from the National Fire Protection Association, 1 Batterymarch Park, POB 9101, Quincy, Massachusetts 02269-9101; and local health codes are available from the county environmental health department.

    The Company may bring the Customer's pool into compliance with minimum standards in the following areas (at the Customer's request):

    - Tile depth markings at water line and safety warnings on pool deck
    - Safety equipment: ring buoy(s), shepherd's hook(s), first aid kit, safety rope, rescue tube, cervical collar, spine board
    - GFI circuit breakers for underwater pool lights
    - VGB drain and suction inlet compliance

    Payment for work and equipment to bring Customer's pool within minimum standards on the above items shall be the responsibility of the Customer, payable to the Company.

    Company shall have the right to cancel this Agreement if Customer elects not to have pool or spa brought up to minimum standards as defined above.

14. **WADING POOL**: The supervision and safeguarding of users of the wading pool shall be the responsibility of the parents of the children using the wading pool. Company agrees to maintain cleanliness of wading pool and wading pool area and where applicable, to maintain water chemistry (checking the water every hour). Company, however, shall not be responsible for any injury or loss resulting from use of the wading pool except to the extent such claims arise from the gross negligence of Company or failure by Company to perform its obligations under this agreement.

15. **CLOSING**: The pools will be considered closed to swimmers on date provided by the customer when schedule is submitted and the Company will close the pools as soon after that date as Company deems possible. The pool pumps need to be shut off as soon as possible to avoid excess electrical bills. The Company will complete the following services, where applicable for both pools:

    a. Adjust pool water to correct level
    b. Drain pumps and hair/lint strainer
    c. Backwash and drain filter tanks
    d. Open all valves to appropriate settings
    e. Store and clean Customer's deck furniture at Customer's pool
    f. Remove and store skimmer parts
    g. Remove and store all movable ladders, lifeguard chairs and diving boards when required for closing pool
    h. Clean chemical feeders
    i. Drain and store hoses
    j. Lubricate filter system valves
    k. Add winterization chemicals to pool (if Customer contracting for winter service)
    l. Prepare pool and pool-plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques.
    m. The Company will install the Customer's pool cover when applicable

Additional costs may be incurred by the Customer for additional extreme, unexpected services with payment payable to the Company. If so, prior written approval from the Customer is needed before services will be completed.

OFF-SEASON SERVICE: This agreement between DYNAMO POOL MANAGEMENT, INC., (the "Company") and CITY OF CLARKSTON (the "Customer") shall constitute work/service to be performed at the Customer's pools starting September – December 2021 and then January – April 2022. All work will be completed in a professional manner and in accordance to standard procedures for a spring lock safety cover. The following services will be provided on a bi-monthly basis:

Water Quality/Chemicals
Free chlorine to be maintained between 0.4-0.8ppm
pH to be maintained between 7.2-7.8
Combine chlorine to be less than 1.0ppm
Cyanuric acid to be less than 100ppm
Total alkalinity to be 80-140ppm
Calcium hardness to be maintained at least 200ppm
Application of winter algaecide and metal treatment (if necessary)

General Maintenance
Keep debris off of pool cover
Remove debris from pool as needed
Maintain water level below skimmers
Blow pool deck twice a month
Check for vandalism
Check pool twice a month and log in on maintenance log service(s) performed
Notify the Customer of any additional action that may need taken

Equipment
Winterize all lines not in use in pool and pump room
Clean and lubricate all pumps
Winterize filters if not operating
Inspect equipment twice a month and notify Customer of any problems or repairs needed

18. **PERSONNEL:** All personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all service technicians, shall be employed solely by the Company and be employees of the Company. No employee shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.
    a. The Company agrees to pay the following for Company's employees:
        - Wages
        - Income tax withholdings
        - Social Security withholdings
        - State unemployment insurance
        - Federal unemployment insurance
        - Workmen's compensation insurance
    b. Personnel will be trained by the Company.
    c. All lifeguards and pool monitors are employed by the Company shall have American Red Cross Lifeguard Training Certificates, or the equivalent, as well as Infant/Child CPR, Adult CPR, AED and first aid.
    d. Personnel shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein.
    e. Personnel will be supervised by Company management personnel.
    f. Service technicians will be in uniform when servicing the pools.
    g. Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.
    h. Personnel will be responsible for the following duties:
        - Lifeguarding the pool (from the lifeguard stands).
        - Arrive 15 minutes before their shift and leave 15 minutes after their shift to provide time to complete checklists
        - Checking water chemistry and recording readings every hour on the wading pool/spa and main pool.
        - Maintaining chemical balance of pool/spa water

- Vacuuming pools (twice a week on specific days as set at the beginning of the season)
- Cleaning tiles around pool & spa edge (once a week on the specific day as set at the beginning of the season)
- Backwashing filter system and cleanout skimmer baskets
- Checking bathrooms when out servicing the pool and when lifeguards are on duty
- Cleaning swimming pool and spa area
- Clean the deck and pool furniture.
- Policing the pool deck for trash at least twice a day (opening and closing) and during the breaks.
- Emptying trash, replacing liners and picking up trash on the pool deck
- Straightening deck furniture and clean tables
- Replenishing janitorial supplies in bathhouse (if needed)
- Maintain mechanical equipment in pump room, cleaning the pump room out once a week. Keeping the pump room doors locked at all times during the day to keep kids and other members out of this room
- Lock and secure facility upon leaving which includes turning off the bathroom lights
- Maintaining chemical logbook, checklist book, emergency action plan book (emergency policies, weather polices, incident report forms, etc) and general logbook. Customer will have access to these logbooks.
- Compile at the end of each month a monthly overview of operations for that month, which is to be discussed with Customer. The Customer may receive copies of all logbooks on a monthly basis (if so requested).
- Maintain facility according to local health department regulations.

The assigned supervisor for the pool will have a pre-opening meeting at the pool with the pool representative to introduce themself, go over the checklist, as well as discuss the expectations of the Customer.

19. **WATER QUALITY**: Company will be responsible for maintaining the condition of the swimming pool/spa water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers.

• Free Chlorine	3.0 to 10.0 ppm
• pH	7.2 to 7.8
• Total Alkalinity	80 to 120 ppm
• Calcium Hardness	200 to 300 ppm
• Chlorine Stabilizer	less than 100 ppm

At no time will the water chemistry cause a failure of permission to operate the pool/spa granted by local health departments. In the event the local health department revokes permission to operate the pool due to poor water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days (or hours) closed times the average daily portion of the contract price (total price divided by number of days (or hours) pool is to be in operation as determined by this Agreement).

If, in the discretion of the Company, it is determined that the water quality is insufficient to properly operate the pool, the Company shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle Customer to a refund in accordance with the formula stated above.

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, mechanical/electrical equipment failure, repairs, interference by Customer, together with any and all other reasons beyond the control of Company (including fecal and vomit contamination).

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

20. **REPAIR WORK**: The Company shall stand ready to perform any repair work needed during the term of this Agreement; however, Customer shall have the option of using another contractor for repair work.

Work will be billed as follows:

a. Any repairs and/or parts required as the result of error by Company shall be paid for by Company with no cost to Customer.
b. For authorized repair work or necessary equipment (parts) the Company shall bill Customer. For purposes hereof "authorized repair work" shall mean any work which a representative of Customer has consented to, either verbally or in writing for costs over $100. This must be followed so Customer is able to manage and budget for repairs.
c. Any work or equipment (parts) to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, ___________________ (name) or ________________ (name), or in the event the Customer elects not to have such work performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.
d. The Company will arrange for any repair or ordering of parts (as needed) or at the Customer's request. The cost of such materials to be billed to Customer by the Company. Repairs will be billed at the rate of $160.00/hour for labor.

21. **CHEMICALS AND SUPPLIES**: Company agrees to supply, at its expense:

a. All chemicals for safe and clean pool water throughout the summer
b. The following janitorial supplies:

Soap	disinfectant
paper towels	toilet tissue
trash can liners for the pool area and bathrooms	mops
brooms	brushes
buckets	sponges

c. Light bulbs for the bathrooms, pump room and lifeguard room. The Company shall be responsible for the cost of replacing all other light bulbs
d. Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Pool vacuum heads
Pool poles	Pool vacuum hoses
Ring buoys with line	Life hooks
Pool rules signs	Trash receptacles
Water test kit (specified by Company)	Test kit reagents supply
Life line	First Aid kit
Leaf skimmers	Algae brush
Rescue tube(s)	Spine board with straps
Cervical Collar	Pool brush
911 signs	

e. Company agrees to re-supply the following first aid supplies:

Band-Aids	Gauze pads/first aid tape
Antibacterial cream	Bee sting swabs
Hydrogen peroxide	Alcohol

f. Customer shall provide original first aid kit and any other first aid supplies.
g. Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment or loss of water due to a defect in Customer's pool or recirculation system, fecal or vomit contamination, or to correct cases of algae or water staining not related to normal balanced water (mustard algae treatment, algaecide, etc.) Customer agrees to pay as an additional charge, the reasonable expense of all said additional chemicals and/or labor.

22. **EMERGENCY CLOSING OF POOL**: The Customer and/or Company may close the pool in an emergency situation, whether the emergency is caused by break-down of equipment, or by other causes outside of the Company's control (including fecal and/or vomit contamination); this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than ten (10) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the tenth day on a pro-rated basis. This cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, the Customer may cancel this Agreement by written notice to Company.

23. **INSURANCE/LIABILITY**:
The Company shall maintain and keep in full force the following coverage:
   a. Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.
   b. General liability insurance including punitive damages in the amount of $1,000,000.00 each occurrence, $3,000,000 aggregate, $5,000,000 umbrella.
   c. Professional liability insurance on lifeguards in the amount of $1,000,000.00 (included under general liability).

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except for the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any employees of Company.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that are not within the hours of operation, or extended hours, in which the Company does not have lifeguards working as stated in this Agreement. Further, the Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities. Customer further agrees to indemnify and hold Company harmless from any and all claims for injuries to persons or property, or both that arise for events and circumstances specified in this paragraph.

The Customer shall maintain and keep in full force and affect the following coverage:
   1. Premises liability insurance
   2. Comprehensive general liability insurance in the amount of $1,000,000.00 each accident and $1,000,000.00 each person.

Customer shall use its best efforts to have Company named as an additional insured to Customer's premise liability and/or comprehensive general liability policies. Customer shall provide Company with proof of insurance in the form of Certificates of Insurance verifying the above mentioned insurance coverage prior to the facility opening.

24. **CANCELLATION**: The Customer or Company has the right to terminate this agreement with a 30 day written notice with or without cause.

25. **MISCELLANEOUS**: Customer agrees to allow Company to display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

26. **PAYMENTS**: The Company hereby proposes to perform the work and services set forth above for the price of $ 43,300 per year, upon specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

Five (5%) percent upon execution of this Agreement or the annual renewal date of this Agreement, in the event of renewal	$ 2,065
Summer Payment Schedule:	
Twenty (20%) percent on or before May 1 of each year	$ 8,260
Twenty-five (25%) percent on or before June 1 of each year	$ 10,325
Twenty-five (25%) percent on or before July 1 of each year	$ 10,325
Twenty-five (25%) percent on or before August 1 of each year	$ 10,325
	$ 46,250
Winter Payment Schedule:	
Eight (8) monthly payments of $250, due the first of each month (September – December 2021 and January – April 2022)	$ 2,000
TOTAL:	$43,300

Payments are due as indicated above. An invoice will be submitted electronically monthly. *Any and all payments, including but not limited to payments as specified above, payments for repairs, equipment or labor, not made on or before ten (10) days after the due date shall be subject to a delinquent payment of 10% of the amount due or any portion thereof.* In the event payments are not received within 10 days from the due date, the Company shall have the right, at its option, and within its sole discretion, to terminate its services under this Agreement and to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. Any such termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expense, including reasonable attorneys fees.

27. **CUSTOMER CONTACT PERSON**: Please direct Company written and verbal communications to the following Customer representative:

NAME: Robin Gomez, City Manager

STREET: 1055 Rowland Street

CITY: Clarkston STATE: Georgia ZIP: 30021

TELEPHONE: 678.409.9683 EMAIL: rgomez@cityofclarkston.com
Or contact: **Rodney Beck, Public Works Director** **rbeck@cityofclarkston.com** **p. 404.886.0068**

28. **COMPANY CONTACT PERSON**: Please direct Customer written and verbal communications to the following Company representative:

MIKE COTTER
770-458-9422 EXT. 11
CELL: 404-483-7418

29. **NOTICE**: Any written notice required or allowed by this Agreement to either Company or Customer shall be deemed delivered on the third (3rd) calendar day from the date of mailing (whether or not received) when mailed by certified or registered mail postage prepaid and deposited in the United States mail properly addressed to the parties as follows: or at such other address as may be designated in writing by the party to be notified:

Customer: Robin Gomez, City Manager
CITY OF CLARKSTON
1055 Rowland Street
Clarkston, GA 30021

Company: DYNAMO POOL MANAGEMENT, INC.
3119 Shallowford Road
Chamblee, GA 30341

30. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State of Georgia.

31. **STRICT COMPLIANCE**: No failure of Company to exercise any power or right granted hereunder, or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

32. **TIME OF ESSENCE**: Time is of the essence of this Agreement.

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

34. **RIGHTS CUMULATIVE**: All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

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

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

37. **COMPANY'S OPTION IN THE EVENT OF INCREASE IN INSURANCE PREMIUMS**: The parties agree as a result of the uncertain status within the liability insurance industry, should Company's insurance premiums increase unreasonably, Company may present a new Contract amount to Customer on or before January 1 of the current contract year, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event Customer elects to reject the new contract, this contract shall be terminated at the sole option of the company.

38. **ATTORNEYS' FEES**: In the event of legal action to enforce the rights of either Company or Customer under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable attorneys' fees.

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

Mike Cotter	[signature]
DYNAMO POOL MANAGEMENT, INC.	CITY OF CLARKSTON
CEO	City Manager (title)
5/1/2021	5 / 17 / 2021

SEARS POOL
MANAGEMENT CONSULTANTS

City of Clarkston 2022 Guarded Contract

by Craig Sears

RB
DD
Other actions

Final PDF version will be available once all recipients have signed the document.

Download

City of Clarkston 2022 Guarded Contract

1 of 1 document

Pool Management Agreement

This management agreement is dated Select date , and is between Sears Pool Management Consultants, Inc. ("SPMC"), a Georgia corporation, and the **City of Clarkston** ("Client"), a Georgia Entity.

BACKGROUND:

SPMC is a pool management and service company with its principal office located at 1165 Hightower Trail, Sandy Springs, GA, 30350.
Client owns offices located at 3921 Church Street, Clarkston, GA 30021 (Dekalb County). Client owns a pool(s) and club facility located at **(Milam Park) 3867 Norman Road, Clarkston, GA 30021 (Dekalb County)** ("the Pool"). Client desires to have SPMC service the Pool and keep the Pool in operation for Client's members ("Club Members").
SPMC and Client therefore agree as follows:

I. DEFINITIONS:

a. The Parties: SPMC and Client collectively
b. Pool: all of the structures used by the patrons for swimming at a single physical address. This includes, but is not limited to: lap pools, wading pools, water slides, and splash pads.
c. Holidays: the Saturday, Sunday, and Monday of Memorial Day weekend, July 4th, and the Saturday, Sunday, and Monday of Labor Day weekend.
d. School days: any days in which the public county schools are in session in the Pool's county.
e. Non-school days: any days in which the public county schools are not in session in the Pool's county.
f. Open Season: The time period from the Pool's season open date to the season close date.

g. Covered Pool: Pool with a mesh safety cover or solid tarp cover used when closed for the season.
h. Uncovered Pool: Pool that does not use a mesh safety cover or solid tarp cover when closed for the season.

II. TERM:

This agreement will be effective from **January 1st, 2022** through **December 31st, 2022.** This agreement shall automatically renew itself October 1st of each year for one additional year, unless the Client submits in writing (prior to October 1st) their wishes that the Agreement not renew (see section VII. A. for details). The Pool shall open for the season **May 21, 2022.** The Pool shall close for the season after **September 5, 2022** . Club Members have access to the Pool at all times. Therefore, SPMC assumes no liability for the actions, or consequences of such actions, of any patrons using the Client's facilities during times when SPMC lifeguards are not on duty.

III. ATTACHMENTS:

The following documents are attached as Schedules A-C and are specifically incorporated into this agreement.

a. Schedule A: Pool Operating Schedule
b. Schedule B: Payment Schedule
c. Schedule C: Changes to Pool Operating Schedule and Contract Options

IV. RESPONSIBILITIES OF SPMC

A. STAFFING OF SPMC:

1. President: The president is responsible for overseeing the general operation of the company. All agreements and modifications to agreements must be signed by the President.
2. SPMC Management: SPMC management will visit the Pool periodically to check the Pool operation and condition of the facilities. SPMC Management is responsible for scheduling seasonal opening and closing procedures and scheduling a county inspection, if applicable. SPMC management is responsible for resolving any complaints or issues that may arise in connection with the operation of the pool. SPMC management will be responsible for submitting repairs and renovations quotes to the Client and getting approval for same.
3. Maintenance Supervisor: Client will be assigned a Supervisor. Supervisor is responsible for coordinating the seasonal opening and closing procedures of the Pool and facilitating the delivery of all pool necessities, including, but not limited to, chemicals, cleaning equipment, and lifesaving equipment. The Supervisor will also conduct inspections of the Pool's operation and facility conditions at least twice per week. The results of these inspections will be reported to SPMC Management immediately so that any necessary action can be taken quickly.
4. Service Technician: SPMC's Service Technician is not assigned to any specific pool. He is responsible for performing repairs on an as needed basis once approval has been received from the Client's Designated Representative.
5. Lifeguard: Lifeguards and Instructors are certified through the Red Cross, YMCA or other industry recognized agency in lifeguard training, first aid, and CPR for infants, children, and adults. The Lifeguards are responsible for supervising Pool activities and protecting the safety of Club Members and guests. Lifeguards shall be at the Pool premises during the hours that the Pool is open and guarded according to Schedule A. Additional time (15-20 minutes) is scheduled before and after the hours that the Pool is open to perform the opening and closing duties.

the hours that the Pool is open to perform the opening and closing duties.

Head Lifeguard: Head Lifeguards are assigned for multi-guard pools. The Head Lifeguard is the daily SPMC management presence at the Pool and will have a minimum of two years of experience. The Head Lifeguard shall be responsible for ensuring that the Pool stays clean and that Pool chemistry is balanced on a daily basis, monitoring the condition of all pool related equipment, and reporting any concerns to the Supervisor, the Operations Manager or Staffing Manager. The Head Lifeguard shall also be responsible for maintaining Pool records of Pool chemistry as dictated by county law. He/she shall report any shortages of pool chemicals or pool supplies directly to the Supervisor or SPMC office. In addition, the Head Lifeguard shall report to the Staffing Manager how well the lifeguards are performing their duties respectively.

Lifeguards: The Lifeguards shall also maintain Pool chemistry, basic pump house maintenance, and debris removal from the Pool area. They are to report any problems to their Head Lifeguard or Supervisor. The quality of the lifeguards' work is subject to review at each bimonthly SPMC officer meeting. All lifeguards are SPMC employees, not independent contractors. Selected lifeguards are available for hire by Club Members for individual swim instruction. SPMC employees are not permitted to give swim lessons during their regularly scheduled hours of lifeguard duty. SPMC shall not be responsible for the actions of Lifeguards when they are acting pursuant to private agreements with Club Members on the Club premises.

6. Gate Attendant: The Gate Attendant shall be at the Client's Pool according to the schedule of hours in Schedule A. Additional time (10-15 minutes) is scheduled before and after the hours that the Pool is open. This time is allotted for the opening and closing Gate Attendants to perform the opening and closing duties, including cleaning the deck area, removing debris from pool area, placing trash in customers dumpster, straightening furniture and raising or lowering umbrellas when appropriate. Gate Attendants shall enforce the Client's membership usage policies as he/she is able (including No Smoking, No Glass policies and pool closures), but shall not enforce any lifeguarding or other safety rules. In addition, Gate Attendants are not responsible for performing any lifeguard duties, including, but not limited to, administering rescue skills, CPR, and First Aid. If a problem or conflict arises, Gate Attendant and/or SPMC Shall notify Client's Designated Representative. The quality of the attendants' work is subject to review at each bimonthly SPMC officer meeting. All Gate Attendants are SPMC employees, not independent contractors.

B. OPEN SEASON POOL MAINTENANCE SERVICES:

During the open season SPMC shall perform maintenance a minimum of **2** times per week.

1. SPMC will use testing kits and chemicals to maintain the proper pool water chemical balance, pH levels, chlorine levels, alkalinity levels, cyanuric acid levels, and calcium hardness levels.
2. SPMC will stock chlorine, cyanuric acid, sodium bicarbonate, muriatic acid, soda ash, calcium chloride, polyquat and copper algaecide, pool clarifier, tile cleaner, test kit reagents and salt (if applicable) at SPMC's expense.
3. SPMC will restock Client's first aid kit with bandages, antiseptic cream, disinfectant, cold compresses, and exam gloves at SPMC's expense.
4. SPMC will vacuum the Pool of debris regularly. SPMC will clean the Pool, skimmer baskets, the Pool's deck, waterline tiles at each visit.
5. SPMC will use algaecide, tile cleaner, scrub brushes, and metal Pool wall brushes to keep the Pool tiles and walls clean and algae free.
6. SPMC will backwash the Pool filter(s) and clean the hair/lint strainer basket(s), as needed.
7. SPMC will clean the Pool area following the end of the last guard and/or gate attendant shift of the day. This entails picking up garbage and lost and found items, emptying all garbage cans in the Pool area into the proper receptacles, cleaning garbage cans, and relining them with new can liners provided by SPMC.
8. SPMC will open the Pool area and restrooms before the first guard/gate attendant shift of the day and lock and secure the Pool area and restrooms at the end of the last guard and/or gate attendant shift of the day.
9. All SPMC employees will report any problems associated with the Pool, the Pool area, or the pump to the SPMC office. SPMC management will forward this information to the Client's Designated Representative.

office. SPMC management will forward this information to the Client's Designated Representative.

10. All pool related equipment purchases, including, but not limited to, vacuums, brushes, poles, life saving devices, nets, baskets, feeders, tubes, and garbage cans, can be made by SPMC and billed by SPMC to Client. Individual items that cost more than $125.00 must first be approved by Client. Client assumes full liability for any problems that may arise due to refusal to purchase equipment recommended by SPMC. All equipment purchases shall become the property of the Client.
11. **Water quality**: SPMC is responsible for maintaining the condition of the swimming pool water as required by state and local statute or within these recommended tolerances where there is no applicable statute: Chlorine: 2.0-10.0 ppm; pH: 7.2-7.8; Total Alkalinity: 80-120 ppm; Calcium Hardness: 200-400 ppm; Cyanuric Acid: less than 100 ppm At no time will the water chemistry cause a failure of permission to operate the pool granted by local health departments. In the event that the local health department revokes permission to operate the pool due to poor water quality, and it is deemed to be the fault of SPMC, Client shall be entitled to partial refund of the contract price, determined using the following formula: (# of days closed) x (average daily portion of the contract price).
    SPMC reserves the right to close the Pool if it determines that the Pool must be closed to adjust water quality. SPMC shall refund any monies to the Client according to the above formula, if the water quality problem is due to an act or omission on the part of SPMC or its employees. If the problem is due to an act or omission on the part of a Club Member, patron, vandal, or other party, SPMC may charge an additional amount to rectify the water quality problem.

12. **Extra Visits and Minor Repairs**: If an unforeseeable event (i.e. contamination, vandalism, etc.) occurs that requires SPMC to visit and service Client's Pool an additional time, outside of the normal service visit, there will be an "extra visit charge" of $65 per visit plus an hourly rate of $60 per hour (one-hour minimum) for servicing the Pool again.
13. Repairs: SPMC performs regular repairs on pool pumps, filters, above ground piping, and other pool equipment. Client is responsible for paying SPMC for all repairs and expenses incurred during the season. Any repairs estimated at over $125.00 must first be approved by Client. SPMC is not responsible for consequences or situations arising due to Client's refusal to approve recommended repairs. At Client's request, SPMC can arrange for repair of Client's plumbing or electrical equipment by a licensed contractor.
14. Restroom Service: If checked on Schedule B, then 1 applies. If not checked, then 2 applies.
    1. In season, SPMC will restock restrooms with standard roll or 9" roll toilet paper, standard kitchen roll, hard wound, center pull, or multifold paper towels, bag in the box soap or liquid soap refill, and disinfectant at the expense of SPMC. SPMC will perform light cleaning and disinfecting services for the sink area, commodes, and floor of restrooms. All cleaning related equipment, including, but not limited to, brooms, mops, will be made by SPMC and billed by SPMC to Client. All equipment purchases shall become the property of the Client. Clients with heavy usage may want to supplement SPMC's cleaning with a professional cleaning service.
    2. Client is responsible for providing restroom maintenance and supplies.

C. LIFEGUARD and/or GATE ATTENDANT SERVICES

The primary responsibility of a lifeguard is patron safety. They will enforce general pool rules as defined by the county and/or American Red Cross guidelines. Secondary responsibilities include ensuring the facility is neat and clean, trash is emptied, restrooms are clean and restocked, and pool furniture is straightened.

The primary responsibility of a Gate Attendant is monitoring people entering the pool and ensuring they are residents of the community. Gate Attendants are not responsible for performing any lifeguard duties, including, but not limited to, administering rescue skills, CPR, and First Aid.

Lifeguard Break: Once every hour, the Lifeguard will call a break for a period of 15 minutes. During this break, Lifeguards will not be on duty guarding the pool and neither the lifeguards nor SPMC is responsible for the people using the Pool during the break. Upon Client's request and acceptance of responsibility, children 17 and under shall be cleared from the Pool during this time. Client understands that SPMC cannot condone discriminating against children, because it has been deemed illegal under the Fair Housing Act.

Gate Attendant Break: Gate Attendants are permitted to take a 15 minute break every two hours. They will check and record the pool chemistry, restock restrooms, and empty trash.

The Wading Pool: Supervision and safeguarding of the users of the wading pool shall be the responsibility of the parents of the children using the wading pool. SPMC agrees to maintain the wading pool as described above. SPMC shall not be responsible for any injury or loss resulting from use of the wading pool. Client agrees to indemnify and hold SPMC harmless from any and all claims for damages or injuries, or both resulting from the use of the wading pool.

Inclement weather days and lifeguard/attendant policies: On rain days, SPMC will keep one guard/attendant at the Pool until 5 P.M. If the weather is still unsuitable for swimming at 5 P.M., the Pool will be closed for the remainder of the day. SPMC will attempt to consult with Client's Designated Representative prior to sending staff home, however, as inclement weather is unpredictable, SPMC shall have the right to close the Pool early in the event of severe weather without refund to Client.

Bather load:

SPMC may determine Lifeguard requirements dependent upon bathing load, Pool type and size, health department code, and commonly accepted industry standards. If SPMC determines that the recommended Lifeguard to bather ratio is regularly out of acceptable range, SPMC may recommend adding or reducing Lifeguard coverage where appropriate.

If the Lifeguard to bather ratio is exceeded randomly through higher than normal attendance or a large group arriving at the Pool, SPMC reserves the right to secure additional Lifeguard coverage and bill Client for the additional staff, if said staff is available on short notice. Alternatively, SPMC reserves the right to limit the number of patrons at the Pool to protect the safety of all patrons and the Lifeguards.

Additional Lifeguard/Attendant Hours: Client may request staff hours in addition to the coverage provided in Schedule A. If staffing is available, SPMC can provide said coverage, according to rate Schedule C.

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D. SEASONAL OPENING AND CLOSING OF THE POOL

SPMC shall conduct the seasonal opening and closing of the Pool.

The opening procedures shall include:

1. Ensuring that the Pool meets all requirements to obtain proper permits from the government for operation. Client is financially responsible for any applicable fees associated with obtaining a permit for operation.
2. Removing and cleaning the Pool cover, if applicable; storing the cover on the customer's premises.
3. Cleaning the Pool and balancing Pool chemistry.
4. Inspecting underwater lights, if applicable.
5. Clean restrooms, if applicable and Client elects to have restroom service provided by SPMC.
6. Cleaning Pool furniture and arranging it properly.
7. Mounting diving boards, guard chairs, handrails, and ladders.
8. Inspecting flow meters, pressure gauges, valves, and chemical feeders.
9. Lubricating valves and pump bearings, as necessary.
10. Cleaning and setting up garbage cans in proper locations.
11. Checking the condition of the lifesaving equipment and reporting any damaged or missing equipment to the Client's Designated Representative.
12. Checking the condition of maintenance and cleaning equipment and reporting any damaged or missing equipment to the Client's Designated Representative.
13. Checking the condition of the pump house and the equipment contained therein. Repair equipment as necessary.
14. Starting up filtration system.
15. Inspecting all skimmers, vacuum systems, and return inlets.
16. Scheduling county opening inspection, if applicable.

The opening procedures shall be completed no later than one (1) week prior to the scheduled opening date of the Pool for the season.

NOTE: Additional clean-up charges may apply if winter maintenance is not selected and the Pool is found in terrible condition at opening time.

The closing procedures shall include:
All pools:

1. Vacuum pool.
2. Stack Pool furniture and store it at designated location, on-site.
3. Check the condition of all Pool equipment, lifesaving equipment, and pump house. SPMC shall report any damages to the Client's Designated Representative
4. Grease motor bearings and lubricate filter system valves, if applicable.
5. Notify Client upon completion of Pool closing procedures.

Pools with covers:

1. Lower pool water to correct level, drain all skimmer lines and winterize them. Remove and store skimmer parts. Cover the skimmers.
2. Remove and store all removable ladders, handrails, and diving boards.
3. Reinstall Client's Pool cover.
4. Backwash and drain all filter tanks. Place valves at appropriate settings.
5. Remove pump plugs and drain pump. Store plugs in strainer basket.
6. Treat Pool with proper chemicals, as necessary. Winterize the pool. SPMC will use common and accepted methods of winterization, but assumes no liability for freeze damage, unless Client selects winter maintenance.

All closing procedures are to be completed no later than three (3) weeks following the close of the Pool for the season. SPMC does not automatically winterize restroom and municipal plumbing. At Client's request, SPMC can arrange for the restroom and municipal water supply to be winterized by a professional plumbing service for an additional charge.

E. WINTER MAINTENANCE:
SPMC's winter maintenance service begins when the seasonal closing procedures are completed. Winter maintenance continues until seasonal opening procedures begin or at the end of the term, whichever comes first. For winter maintenance of covered pools, SPMC shall conduct the following:

1. Twice monthly visits to the Client's pool.
2. Check the condition of the pool cover and remove debris from pool cover.
3. Check and balance pool chemistry.
4. Check and adjust water level.
5. Check for algae growth and treat accordingly
6. Remove debris from deck area
7. Check for structural and equipment problems.

For winter maintenance of uncovered pools, SPMC shall conduct the following:

1. Weekly visits to the Client's pool.
2. Vacuum pool as needed.
3. Remove debris from water surface.
4. Empty skimmer baskets or gutters.
5. Check and balance pool chemistry.
6. Check and adjust water level.
7. Check for algae growth and treat accordingly.
8. Remove debris from deck area.
9. Backwash filters and empty hair/lint baskets as needed.
10. Check for structural and equipment problems.

Any issues discovered during winter maintenance inspection and treatment are reported to the Client's Designated Representative promptly so that appropriate action may be taken.

SPMC is responsible for providing all necessary chemicals during winter maintenance. SPMC is responsible for repairing any freeze damage that occurs due to improper winterization or winter maintenance, at no additional cost to Client. SPMC is not responsible for damage to the Pool or the Pool's equipment from vandalism, force majeure, or other circumstances beyond SPMC's control during this period.
If Pool is not covered for reasons beyond SPMC's control, there is an additional $150.00 per month charge for cleaning and vacuuming at each visit.

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F. COMMUNICATION WITH CLIENT
SPMC will communicate with the Client, its board and its members and guests. SPMC shall provide the Client's Designated Representative with a list of phone numbers and email address for contacting the appropriate SPMC personnel when the need to contact SPMC arises.
In addition, SPMC provides a 24 hour on call emergency service which may be reached through SPMC's voice mail system.
Non-urgent service related requests can be emailed to service.request@searspool.com. Lifeguard related requests can be emailed to lifeguard@searspool.com

G. INSURANCE
SPMC indemnifies and holds the Client harmless from such injuries to SPMC's employees resulting from injuries arising from the performance of the terms of this agreement. SPMC will maintain Workman's Compensation Insurance for the life of this agreement for its Employees.
SPMC shall purchase and maintain for the life of this agreement general liability and property damage insurance which will protect SPMC and its employees as well as the Client for damages which may arise from negligence of SPMC or its employees under this agreement. Specifically, SPMC shall maintain comprehensive General and Professional Liability Insurance in the amount of one million ($1,000,000.00) dollars per occurrence and two million ($2,000,000.00) dollars aggregate, automobile liability insurance with coverage of one million ($1,000,000.00) dollars per occurrence/aggregate, and worker's compensation insurance. SPMC shall also maintain Excess Liability insurance in the amount of five million ($5,000,000.00) dollars per occurrence and aggregate. SPMC will furnish Client with a certificate of the insurance describing the coverage and list Client as a certificate holder.

V. DUTIES OF THE CLIENT
A. DESIGNATED REPRESENTATIVE
The Client agrees to designate one primary representative and one secondary/emergency representative who will be the contact persons for SPMC. The Client will provide contact information for all designated representatives. The representatives and SPMC management will communicate regularly about issues surrounding the operation of the Pool. The Designated Representative is responsible for supplying SPMC with an updated list of Club Members and an updated review of club policies associated with the Pool.

B. PAYMENTS
The Client will pay SPMC according to the Payment Schedule set forth in Schedule B of this Agreement. Any and all payments not received within ten (10) days from the date due, are considered delinquent. All delinquent payments are subject to a 5% late charge, payable to SPMC from Client. In the event that payments are not received within 12 days of the due date, SPMC shall have the right, at its discretion, to terminate its services to

Client and remove all personnel from Client's premises without further notice to Client.

C. INSURANCE
The Client will purchase and maintain for the life of the Agreement general liability insurance with limits of one million ($1,000,000.00) dollars per occurrence/annual aggregate for bodily injury, personal injury, and property damage. Client will furnish SPMC with a certificate of the insurance describing the coverage and list SPMC as a certificate holder.

D. INDEMNIFICATION
The Client will indemnify and hold harmless and agrees to defend SPMC against and pay all claims occasioned by incidents arising as a direct result of intentional misconduct or gross negligence on behalf of the Client. The Client will indemnify and hold harmless and agrees to defend SPMC against and pay all claims occasioned by incidents arising as a direct result of intentional misconduct or negligence on behalf of the Club Members or others that cannot be foreseen or prevented by SPMC lifeguards. Such incidents include, but are not limited to, defiant and malicious behavior on behalf of (a) Pool patron(s), and using the Pool facility after closing time. Client indemnifies and holds SPMC harmless and agrees to defend SPMC against and pay all injury claims that occur during the hours when SPMC employees are not guarding the premises.
Client agrees that SPMC assumes no liability for events or occurrences that take place at Client's facility or the consequences of said events and occurrences, while SPMC employees are not present and acting in a capacity for SPMC.

E. COST OVERAGES
The Client shall be responsible for any cost overages or expenses which are due to extraordinary circumstances, including, but not limited to vandalism or force majeure.

F. UTILITIES
The Client is responsible for providing a functioning landline telephone (that allows 911) at the Pool at least 3 weeks prior to opening. A functioning landline telephone is required by statute for the Pool to operate. Water, electric, and telephone bills are the responsibility of the Client. Client is responsible for grounds maintenance (i.e. mowing and gardening) in the Pool area. Client is responsible for providing a garbage pick-up service and a designated onsite location for SPMC to dispose of Pool's garbage.

G. SUPPLIES AND EQUIPMENT
The Client is responsible for providing the following necessary supplies: first aid kit, chemical test kit, lifesaving equipment, cleaning and maintenance equipment (poles, brushes, vacuum heads, hoses, leaf net), and chemical feeders. These items may be purchased through SPMC if Client desires.

H. PERSONNEL
Client agrees not to hire or consult (without prior written consent of SPMC) any employee of or former employee of SPMC for a period of one (1) year from the expiration or cancellation of this agreement.

I. KEYS/FACILITY ACCESS

I. KEYS/FACILITY ACCESS

Client is responsible for providing SPMC three copies of working keys and/or any access codes for each lock necessary to operate Client's facility by the start of this agreement. Client acknowledges that SPMC may not be able to begin service until all keys and/or access codes are provided.

J. EQUIPMENT ROOM

Client agrees not to change any equipment or valve settings, perform any work on pool equipment, or tamper with pool chemicals, unless under the specific direction of SPMC management. Client understands that if this portion of the agreement is breeched, guarantees made elsewhere in the agreement, relating to water quality and pool maintenance, are void.

VI. POOL PARTIES/SPECIAL EVENTS

SPMC can provide additional lifeguard coverage for Client's events. See Schedule C for SPMC Pool Party policy.

VII. GENERAL PROVISIONS

A. PRICING AND AGREEMENT RENEWAL

The rates set forth in Schedule B are based upon the Pool operating as described in Schedule A. SPMC reserves the right to make changes to the rates should the Client wish to make changes to services. SPMC will hold these quoted prices for 45 days from the date of issue. If this agreement is not signed after 45 days from the date of issue, SPMC reserves the right to change the rates.

This agreement shall automatically renew itself October 1st of each year for one additional year, unless the Client submits in writing with return receipt, post marked prior to October 1st, their wishes that the agreement not automatically renew. When this agreement automatically renews, the new total price shall not exceed 5% more than the previous year's total price, provided the following factors do not change: length of swim season, total number of lifeguard hours, minimum wage, scope of services provided by SPMC to Client, or any major contributing cost factor beyond SPMC's control.

If Client would like to terminate this agreement after the automatic renewal date, but before January 1st of the following year, Client may pay an early termination fee of 5% of the total contract price to terminate the agreement with SPMC. If Client would like to terminate the agreement after the automatic renewal and after January 1st of the following year, Client may pay an early termination fee of 10% of the total contract price to terminate the agreement at that time.

B. CANCELLATION

The Client shall have the right to cancel this agreement based on SPMC's nonperformance of duties and responsibilities as follows:

Client shall notify SPMC by phone and a mailed written notification of any problem regarding performance detailed in this agreement. SPMC shall have five (5) business days following receipt of the mailed written notification to remedy stated violation of the agreement. If SPMC fails to remedy the violation within this period, Client may terminate this agreement upon expiration of this remedy period by providing written notice to SPMC by certified mail and this agreement shall terminate five days after the receipt of the written termination by SPMC.

In the event that Client terminates this agreement, Client shall be entitled to a partial refund of money paid in advance. The daily portion of the contract price shall be computed. Any days paid for but not serviced shall be refunded by SPMC to Client. Refund shall be paid within fourteen (14) days after termination.

C. FORCE MAJEURE.
A Party shall not be deemed in default of this agreement, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the Party, provided that the Party relying upon this provision:

1. Gives prompt written notice thereof, and
2. Takes all steps reasonably necessary to mitigate the effects of the force majeure event.

D. CONSENT
No party shall make any press release or other announcement with respect to the subject matter of this agreement without the consent of the other party, except as required by law or a court order. Consent shall not be unreasonably delayed, conditioned, or withheld.

City of Clarkston- 2022

E. ENTIRE AGREEMENT, MODIFICATIONS, AND BINDING EFFECT
This agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This agreement may not be modified or amended except in writing, signed by the Parties. This agreement shall be binding upon and ensure to the benefit of the Client and SPMC and to their respective heirs, successors, and assigns.

F. DISCLAIMERS OF LIABILITY
Except as to the employees of SPMC, SPMC assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, legal or illegal, nor for the "Good Samaritan" acts of any employees of SPMC.

G. SEVERABILITY
The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

H. NON-WAIVER
Client and SPMC agree that no failure to exercise and no delay in exercising any right, power, or privilege under this agreement by either Party shall operate as a waiver of any right, power, or privilege under this agreement.

I. GOVERNING LAW/VENUE
This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws rules. The Parties agree that exclusive venue for any litigation arising out of this agreement will be in the state courts located in Fulton County, Georgia.

J. WAIVER OF TRIAL BY JURY
The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to

The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated by this agreement.

K. ARBITRATION

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Georgia. An award of arbitration may be confirmed in a court of competent jurisdiction. Any such arbitration shall be conducted by an experienced arbitrator and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity.

L. ACCEPTANCE

Acceptance of this agreement by Client through signatures below and return of this agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms, and conditions and addenda attached hereto.

M. COUNTERPARTS

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

City of Clarkston- 2022

N. PROPRIETARY STATEMENT

This proposal was developed by SPMC exclusively forCity of Clarkston. City of Clarkston recognizes that the content of this proposal is proprietary to SPMC. In this vein,City of Clarkston agrees not to disclose any portion of this proposal to our competitors. This proposal was prepared in such detail so that City of Clarkston can compare the service advantages and cost advantages of SPMC to that of its competitors.

AGREED TO:

Signature	Signature
SPMC	City of Clarkston
By Its President	By Its ______________________
Craig Sears	________
Dated____ ________ Select date	Dated Select date _____________

City of Clarkston
(Milam Park) 3867 Norman Road, Clarkston, GA 30021 (Dekalb County)
SCHEDULE A: Pool Operating Schedule

The Pool shall open for the season **May 21, 2022**. The Pool shall be closed for the season after **September 5, 2022**. SPMC shall maintain the
pool **2** times per week, as described in this Agreement. The Pool shall be open and guarded for a total of **2,087** guard hours as follows:

May 21
Saturday — 10:00 A.M. – 6:00 P.M. (4 guards)

May 22 – July 4
Monday- Thursday — 11:00 A.M. – 6:00 P.M. (2 guards)
11:00 A.M. – 7:00 P.M. (2 guards)
Friday and Saturday — 11:00 A.M. – 6:00 P.M. (4 guards)
Sunday — 12:00 P.M. – 6:00 P.M. (4 guards)

July 5 - July 31
Monday - Thursday — 11:00 A.M. – 6:00 P.M. (1 guard)
11:00 A.M. – 7:00 P.M. (2 guards)
Friday and Saturday — 11:00 A.M. – 6:00 P.M. (3 guards)
Sunday — 12:00 P.M. – 6:00 P.M. (3 guards)

August 1 – September 4

Monday - Friday	Pool Closed, maintenance 2x/week
Saturday	11:00 A.M. – 6:00 P.M. (3 guards)
Sunday	12:00 P.M. – 6:00 P.M. (3 guards)

September 5

Monday (Labor Day)	11:00 A.M. – 6:00 P.M. (3 guards)

During these guarded hours, Lifeguards shall be staffed according to Schedule A above. Schooldays are defined as any day in which DeKalb County schools are in session or normally would be in session.

City of Clarkston- 2022

City of Clarkston
(Milam Park) 3867 Norman Road, Clarkston, GA 30021 (Dekalb County)
SCHEDULE B –Payment Schedule

Schedule B-Payment Schedule	Price
Pool Supplies SPMC will provide adequate pool supplies for the Pool open season, as listed in Section IV.B.	$2,600.00
Pool Supervision and Maintenance Fee 1. SPMC will provide seasonal Opening and Closing Services. 2. Pool will be cleaned and properly maintained through the season. 3. SPMC will handle and resolve all complaints from club members as quickly as possible.	$4,000.00
Restroom Services SPMC provides Client with all restroom supplies, light cleaning and disinfecting services during the open season.	$750.00
Cost of Lifeguard/Employee Wages	$35,000.00

SPMC will provide lifeguard and/or gate attendant services	
Cost of Staff Recruitment, Training & Management 1. SPMC will staff according to Schedule A and provide appropriate training, supervision and disciplinary action for all SPMC employees. 2. SPMC is responsible for all obligations involving payroll & taxes, General & Professional Liability insurance and Workman's Compensation insurance for SPMC employees. 3. Client will have accessibility to SPMC management in times of emergency, and will handle and resolve complaints as quickly as possible.	$10,450.00

Winter Maintenance

Winter Maintenance with a Cover SPMC will provide winter maintenance services. This price assumes the pool is covered. Should the pool be uncovered for reasons beyond SPMC's control an additional $150 per month will be billed.	$950.00

Subtotal	**$53,750.00**
Total	**$53,750.00**

<u>**Payment Schedule**</u>	**Payment**
Ten percent (10%) of the total amount is due upon signing of the contract.	$5,375.00
Ten percent (10%) of the total amount is due February 1, 2022.	$5,375.00
Fifteen percent (15%) of the total amount is due April 1, 2022.	$8,062.50
Twenty percent (20%) of the total amount is due June 1, 2022.	$10,750.00
Twenty percent (20%) of the total amount is due July 1, 2022.	$10,750.00
Twenty percent (20%) of the total amount is due August 1, 2022.	$10,750.00
Five percent (5%) of the total amount is due September 1, 2022.	$2,687.50

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SCHEDULE C – Changes to Lifeguard Coverage Contract Options

SPMC recruits, hires, and trains lifeguards to fill the lifeguard coverage required in Schedule A. Any changes to Schedule A will require additional work on the part of SPMC to accommodate said changes. Hence, extra charges may apply, as described below.

Pool Parties/Special Events

During regular operating hours, all private pool parties with twelve (12) or more attendees must be submitted to SPMC (on SPMC's party request form) and cleared with SPMC management at least 7 days prior to the date of the party. Parties with fifteen (15) or more attendees may require an extra guard to be booked, depending on the judgment of SPMC management. This will depend on the day of the party (weekday, weekend, holiday). Pool parties with eleven (11) or fewer guests do not need to be cleared by SPMC management, but we prefer that Club Members give us advance notice of at least 4 days. After hours pool parties are permitted once SPMC receives notice of Client's approval, and if there is sufficient lighting (determined by SPMC management) in the pool area.

If it is determined that an additional guard will be necessary, lifeguards will be staffed, one (1) for every twenty-five (25) individuals. The Club Member will pay SPMC thirty-five ($35.00) dollars per hour for each additional lifeguard necessary, with a minimum seventy ($70.00) dollars per event. Payment must be received by SPMC at least one day prior to the party date. Client may elect to be invoiced for parties, and handle party fees privately with the Club Members.

An additional lifeguard will be required for all parties where alcohol is served. During all private parties, all children eight (8) and under must be supervised by an adult. Teenage and college age parties must have at least one adult chaperone for each 15 people at the party. Parties that leave a large mess may be subject to penalty charge to cover extra clean-up time.

Club Member may cancel a party with 24-hour notice and receive a full refund. Parties cancelled with less than 24-hour notice will receive a 50% refund. If Club Member wishes to cancel, reschedule or postpone the party, Club Member must contact SPMC at least two hours in advance of the original party time. There will be no additional charge to cancel (with full refund), reschedule or postpone a party due to inclement weather with a two-hour notice.

Any unscheduled parties with 15 or more attendees will be subject to a charge of $200. If emergency staffing is available and SPMC staffs an unscheduled party at the last minute, the rate shall be $60/hr per guard. If emergency staffing is not available, SPMC reserves the right to close Pool or cancel party, if the party poses a safety risk. Charges will be billed to Client. Client is responsible for collecting charges from Club Member for breach of party policy.

Changes to Schedule A

If Client wishes to change Schedule A once under contract, SPMC will make its best efforts to accommodate the schedule change. There will be a schedule change fee of $100. This fee covers administrative expenses associated with changing the schedule in our computer and in our books, making phone calls to move staff to accommodate the new schedule, and calculating the difference in hours and money due.

All hours deleted by Client or Not Staffed by SPMC from Schedule A shall be credited at $13.50/hr. Hours added to Schedule A shall be billed at the following rates:

Pre-Memorial Day	**Memorial Day – July 30**	**August 1 – Labor Day**
Non-schoolday rate: $27/hr	Regular rate: $23/hr	Late season regular rate: $30/hr
Schoolday rate: $35/hr	Holiday rate: $32/hr	Holiday rate: $32/hr

Post Labor Day

All shifts rate: $35/hour

OPTIONS: Client may add the following options to their service. The payment schedule shall be adjusted accordingly. All other terms and conditions of this Agreement apply.

OPTION 1: Extended Season

SPMC will extend the season by providing chemical and maintenance services as described this Agreement for an additional $500.00 per week.

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314 KB

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CITY OF CLARKSTON

ITEM NO: 4C

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Worksession

ACTION TYPE:
Discussion/Review

SUBJECT: Atlanta Harm Reduction Coalition Presentation.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Awet Eyasu
Vice Mayor
PHONE NUMBER: 404-296-6489

PURPOSE:
A presentation from the Atlanta Harm Reduction Coalition.

NEED/ IMPACT:
The Atlanta Harm Reduction Coalition is a nonprofit organization that is a community-based wellness organization committed to promoting health and dignity by reducing the impact of matters that are most vulnerable in communities.

RECOMMENDATIONS:
N/A

CITY OF CLARKSTON

ITEM NO: 4D

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Worksession

ACTION TYPE:

Discussion/Review

SUBJECT: Opioid Settlement: State of Georgia and Local Governments Memorandum of Understanding Concerning National Distribution and Johnson and Johnson Opioid Settlement..

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE:
To discuss the State of Georgia and Local Governments Memorandum of Understanding Concerning National Distribution and Johnson and Johnson Opioid Settlement.

NEED/ IMPACT:
The city has reviewed the Memorandum of Understanding at the advisement of the City Attorney concerning the Opioid Settlement. The city has been advised that it would be beneficial to participate in the statewide lawsuit.

RECOMMENDATIONS:
N/A

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for Georgia's State and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements. (A copy of the Memorandum is also attached.) Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for Georgia subdivisions ends on March 31, 2022. Prior to that date, on or after January 26, 2022, based on national participation as of January 26, 2022, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward and you elect to participate, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. Georgia has also created a state-specific website which may be accessed here: consumer.georgia.gov/opioidsettlement.

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Settlement Participation Form

Governmental Entity: Clarkston city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Settlement Document

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements

<u>Foreword</u>

This Memorandum of Understanding between the State of Georgia *ex. Rel* Chris Carr, Attorney General and certain Georgia Local Government ("LGs") entities concerns the harms visited upon Georgia's citizens and the State itself by certain manufacturers and distributors ("Opioid Defendants") of prescription opioids.

To address these harms, the State and certain of its local government entities separately initiated litigation meant to hold the Opioid Defendants accountable.

Some Distributor Opioid Defendants, namely McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (each a "Settling Distributor") and Janssen ("J&J")[1] have separately reached settlement frameworks (referenced as "National Distributor Settlement" and "J&J Settlement") with certain states and local government entities that the State of Georgia and LGs have the option to join.

This Memorandum aims to memorialize an agreement between the State and certain LGs that would enable the State and certain LGs to join the National Distributor and J&J Settlements and maximize the monetary help that the State and its LGs receive.

I. Definitions

a. "Approved Purposes" shall mean those uses identified in the List of Opioid Remediation Uses, attached as Exhibit E to the National Distributor Settlement, and those uses identified as "Approved Opioid Abatement Uses" in Schedules A and B to Exhibit G to the Notice of Filing of Eighth Plan Supplement Pursuant to the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, In re: Purdue Pharma L.P., et al., Case No. 19-23649-RDD, Dkt. 3121 (Bankr. S.D. N.Y. July 8, 2021).

b. "Government Participation Mechanism" means the mechanism formed to make recommendations regarding the allocation of State Opioid

[1] "Janssen" means Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuticals, Inc.

Funds consistent with the Findings of Facts, Conclusions of Law, and Order Confirming the Twelfth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors, In re: Purdue Pharma L.P. et al., Case No. 19-23649-RDD (Bankr. S.D. N.Y. Sept. 17, 2021), ECF No. 3787.. "Local Government Opioid Funds" means the funds allocated to local governments pursuant to Section III of this Memorandum.

c. "Local Government Opioid Funds" means the funds allocated to local governments pursuant to Section III of this Memorandum.

d. "Opioid Funds" means monetary amounts obtained through an Opioid Settlement as defined in this Memorandum of Understanding.

e. "Opioid Settlement" means the National Distributor Settlement and the J&J Settlement, both dated July 21, 2021.

f. "Parties" shall mean the State and the Participating Local Governments.

g. "Participating Local Governments" shall mean:
   (i) all litigating subdivisions listed on Exhibit C to the National Distributor Settlement and/or Exhibit C to the J&J Settlement and in the signature block to this Memorandum prepared by the LGs and
   (ii)nonlitigating subdivisions listed on Exhibit G to the National Distributor Settlement or Exhibit G to the J&J settlement

that choose to sign on to the National Distributor Settlement and J&J Settlement during the notice or sign-on period.

h. "Region" – Region shall mean each of the Regions described Section III.a of this Memorandum.

i. "Released Entities" means the entities defined in definition HHH of the National Distributor Settlement and definition 61 of the J&J Settlement

j. "State Opioid Funds" means the funds allocated to the State pursuant to Section III of this Memorandum.

Settlement Document

k. "Trustee" shall be the Commissioner of an agency of the Executive Branch of the State, or his or her designee or other designee of the Executive Branch of the State, to oversee the implementation of the settlement, make decisions regarding expenditures of State Opioid funds after consulting with the Government Participation Mechanism, ensure compliance with the reporting requirements set forth in Section V and in any Opioid Settlement, and who is responsible for the ministerial task of releasing Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust.

II. Creation of a Qualified Settlement Trust for State Opioid Funds; Government Participation Mechanism.

a. The Parties shall file a Petition in the Superior Court of Gwinnett County, Georgia, seeking to establish a Qualified Settlement Fund within the meaning of 26 C.F.R. § 1.468B-1, titled the "Georgia Opioid Crisis Abatement Trust"

i. The Georgia Opioid Crisis Abatement Trust shall receive (1) the State Opioid Funds set forth under this Memorandum of Understanding; (2) funds from public or private sources, including gifts, grants, donations, rebates, or other settlements received by the State and designated to the Trust; and (3) any interest earned by these amounts.

b. The Commissioner of an agency of the Executive Branch of the State,[2] or his or her designee or other designee of the Executive Branch of the State, shall act as Trustee.

c. The Parties shall work to establish a Government Participation Mechanism as described in the Notice of Filing of Eighth Plan Supplement Pursuant to the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, In re: Purdue Pharma L.P., et al., Case No. 19-23649-RDD, Dkt. 3121 (Bankr. S.D. N.Y. July 8, 2021), Exhibit G at 11.

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[2] The agency or department shall be selected by the Governor, after consultation with the Attorney General.

d. The Trustee shall make disbursements of State Opioid Funds for (1) Approved Purposes, after consultation with the Government Participation Mechanism; (2) for administrative expenses as described in Section V of this Memorandum; and (3) for attorneys' fees and costs as identified in Section VII of this Memorandum. The Trustee shall retain final decision-making authority over expenditures of State Opioid Funds for Approved Purposes.

e. Appointees to the Government Participation Mechanism shall have a background in opioid use disorder, addiction treatment or policy, public health policy, mental health treatment or policy, or opioid-related law enforcement. Members shall serve for three years and shall be paid the per diem of a Member of the General Assembly for their service. Any member who is appointed shall be subject to removal by the appointing authority. The Government Participation Mechanism shall have at least 1 member who is appointed by the Georgia Association of Community Service Boards. The Government Participation Mechanism shall meet at least quarterly and make recommendations, upon a majority vote, regarding allocation of State Opioid Funds. The Trustee shall retain final authority over allocation of State Opioid Funds.

III. Allocation between State and Local Governments

a. The Participating Local Governments shall collectively receive 25% of the National Distributor and J&J Settlements as their full allocation of Local Government Opioid Funds, for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to the national Settlement Administrator(s) as that term is defined in the National Distributor and J&J Settlements and distributed pursuant to Section V.D.4.C of the National Distributor Settlement and Section VI of the J&J Settlement, with the following additional conditions:

i. If a county who is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 9.45% of the Opioid Funds paid to that county shall be allocated to that county's sheriff to be used for Approved Purposes; and

ii. If a county who is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 2% of the Opioid Funds paid to that county shall be allocated to the hospital to be used for Approved Purposes.

iii. If a county who is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 1% of the Opioid Funds paid to that county shall be allocated to the school district to be used for Approved Purposes.

b. The State shall receive 75% of the National Distributor and J&J Settlements as its full allocation of State Opioid Funds.

c. Of the State's 75% share, the State shall expend at least 40% of those funds on a regional basis ("Regional Distribution"). Expenditures related to (1) "Core Strategies" identified in Schedule A or (2) strategies identified in Schedule B, Subsection A of Exhibit E to the National Distributor Settlement are expressly recognized as a non-exhaustive list of expenditures that shall be considered as Regional Distributions.

i. The State of Georgia shall be divided into Regions to be determined by the State in consultation with LGs at a future date. Each county with a population of at least 400,000 persons ("Qualifying Block Grantee") shall be counted as a separate Region.

ii. Each Qualifying Block Grantee shall receive State Regional expenditures via a direct block grant so long as it certifies that it has sufficient infrastructure to provide Opioid Abatement services.

iii. Where a municipality located wholly within a Qualifying Block Grantee or wholly within abutting Qualifying Block Grantees would independently qualify as a block grant recipient (an "Independently Qualifying Municipality"), the Independently Qualifying Municipality will receive a Block Grant directly payable to the Independently Qualifying Municipality according to the percentages in the allocation model available at www.opioidnegotiationclass.info implemented in In re: National Prescription Opiates Litigation, MDL No. 2804 (N.D. Ohio) (the "Negotiation Class Allocation Model").

iv. The State shall assign initial regional allocation percentages to the Regions based on the allocation model available at www.opioidnegotiationclass.info implemented in In re: National Prescription Opiates Litigation, MDL No. 2804 (N.D. Ohio) (the "Negotiation Class Allocation Model"). Every three years, the Trustee shall recalculate the regional allocation percentages to the Regions based upon the following severity metrics: (1) the number of fatal opioid overdoses within the Region; (2) non-addiction treatment morphine milligram equivalents (MME) shipped into the Region; and (3) addiction treatment MME shipped into the Region.

v. For each Region comprised of multiple Participating Local Governments, Participating Local Governments shall form a Regional Advisory Council of three to seven members, not all of whom may reside in the same County. The Advisory Council shall include at least 1 member of a county board of health from one of the Participating Local Governments in the Region, 1 member of the executive team of a Community Service Board located in the Region, and 1 sheriff (or representative designated by the sheriff) located in the Region.

vi. The Regional Advisory Councils shall be available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over disbursement of the State Opioid Funds.

IV. Funds to be used for Approved Purposes; Clawback and Recoupment

a. With the exception of administrative expenses identified in Section V.b, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local

Government outside counsel pursuant to Section VII of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.

b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.

c. The State and Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Agreement and the Settlements reached with the Distributors and J&J, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlements, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Local Governments described in Section IV of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

V. Compliance and Reporting

a. The Trustee shall provide an up-to-date accounting of payments into or out of the trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, through the Trustee, shall provide an annual report detailing: (1) the amounts received by the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The Trustee shall also include an assessment of how well resources have been used by the State and the Local Governments and Regions to abate opioid addiction, overdose deaths, and the other consequences of the Opioid Crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of State Opioid Funds.

c. The State shall endeavor to keep such Trustee expenses reasonable in order to maximize the funding available for Opioid Abatement.

d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single Regional Delegate selected by the Region to provide its annual report.

e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or expenditure is inconsistent with Section IV of this Memorandum or violates Section V.c of this Memorandum regarding reasonable expenses of the Trustee.

g. Any party to this Memorandum who receives a written request sent pursuant to V.f or V.e shall have 21 days to respond to such request, which may be extended by mutual consent.

h. A party who makes a written request pursuant to V.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.

i. If, after a written objection made pursuant to V.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and to return the monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

j. Attorney's fees and costs are not recoverable in actions brought under this Section.

VI. Litigation Bar

a. This Memorandum of Understanding is designed to maximize the funds that the State and LGs receive to address an extraordinary crisis. It is the expectation of the Parties that once this Memorandum is executed and the Opioid Settlements are finalized, the Parties will proceed to execute releases of existing claims against the Released Entities. In the event the State of Georgia and the Participating Local Governments proceed forward, execute said releases, and release the Released Parties from all future liability, their entitlement to funds under the terms of the Opioid Settlements could be significantly delayed or subject to suspension or offsets if a currently litigating or later-litigating local government maintains or assert claims against the Released Entities. This would be detrimental to the State of Georgia's and the LG's opioid abatement efforts, and delay or reduce the help provided to Georgia's citizens.

b. Therefore, it is understood between the parties to this agreement that upon execution of the Settlements with the Released Entities, that legislative action will be necessary, as it constitutes the most efficient and effective means to ensure the maximum amount of funds are made available to abate the opioid epidemic in Georgia without unnecessary delay.

c. The Parties shall, as soon as practicable, submit draft legislation to the General Assembly that shall impose a Litigation Bar. A Litigation Bar is a law that either (1) imposes a direct bar preventing Subdivisions from maintaining Released Claims against Released entities or (2) gives the State the exclusive authority to bring, maintain and resolve Released Claims (as defined in Section I.GGG of the Distributors Settlement Agreement or Section I.60 of the Janssen Settlement Agreement) against Released Entities (as that term is defined by Section I.HHH of the Distributors Settlement Agreement or Section I.61 of the Janssen Settlement Agreement) on behalf of any Subdivision and which has the effect of barring all Released Claims by such Subdivision. The Litigation Bar shall include a requirement that any Released Claims brought by such Subdivision are dismissed by the court in which the claims(s) was (were) brought. The term "Subdivision" shall be defined so as to meet the requirements of the term "Bar" as it is defined both in Definition I of the National Distributor Settlement and Definition 9 of the J&J Agreement.

d. Participating Local Governments shall make active efforts to pass a Litigation Bar. To that end, within 30 days of this Memorandum, Participating Local Governments shall form a Legislative Advocacy Committee consisting of 8 total members. The committee shall be comprised of:

   i. Four members appointed by the Georgia Municipal Association, two of whom shall be members of the Republican Party and two of whom shall be members of the Democratic Party;

ii. Four members appointed by the Association of County Commissioners of Georgia, two of whom shall be members of the Republican Party and two of whom shall be members of the Democratic Party.

iii. Members of the Legislative Advocacy Committee shall have the skills, time, expertise, and willingness to affirmatively plan, support and participate in all manner of advocacy in support of passage of a Litigation Bar.

iv. "Active efforts to pass a Litigation Bar" shall at a minimum include attending committee hearings on proposed Litigation Bar legislation; testifying in favor of such legislation at any hearings; engaging in press appearances in favor of Litigation Bar; attending biweekly meetings of the Legislative Advocacy Committee during each month for which the General Assembly is in session (special or regular); and lobbying members of the General Assembly and of local government entities or organizations to encourage passage of the Litigation Bar.

e. The LGs specifically agree to comply with and support all reasonable requests directed toward obtaining passage of the Litigation Bar from the Attorney General or any other party.

f. This Memorandum is specifically conditioned on the passage of a Litigation Bar by the General Assembly and its approval by the Governor.

g. The Litigation Bar shall be both retroactive and prospective, and shall cut off all current and future litigation against the Released Entities. The Litigation Bar shall only apply to Released Entities and Released Claims, and shall not apply in any way to claims or entities not otherwise released in the Opioid Settlements. For the avoidance of doubt, the Litigation Bar shall not apply to any remaining claims or causes of action pending in *In re Opiate Litigation* MDL 2804 against non-settling Defendants, or to any remaining claims or causes of action pending in State of Georgia v. Teva Pharmaceutical Industries, LTD, et al., Case No. 19-A-00060-2 against non-settling Defendants.

h. The Parties shall jointly endeavor to take all other steps necessary to release all outstanding Released Claims against the Released Parties and to obtain the Litigation Bar described in Section VI above and Exhibit 2 below concerning the parties to the National Distributor and J&J Settlements so long as this Memorandum of Understanding is in effect.

i. The Parties shall endeavor and use their best affirmative efforts to obtain passage of the Litigation Bar in the next chronological session of the General Assembly, whether a special session or general session, and shall continue to endeavor and use their best affirmative efforts to obtain passage of the Litigation Bar until the General Assembly passes the same and it is approved by the Governor. In the event a Litigation Bar is not enacted into law by July 15, 2023, this Memorandum is null and void.

j. It is understood by the parties to this Memorandum that the use of a Litigation Bar as contemplated in this section should not be deemed as precedent setting for future settlements in this litigation or in future litigations.

k. Within 14 days of sign on by LG Counsel, the State shall provide proposed language for a Litigation Bar to the LGs, including language to implement the terms outlined herein and to otherwise satisfy the legislative requirements under the Georgia Constitution. The LGs shall have 15 days thereafter to provide a unified response to the State's proposed language, and the State may respond thereto. The Parties shall then work to attempt to reach final proposed language for a Litigation Bar. If such agreement is reached, it shall be incorporated herein to this Memorandum as Exhibit 2. In the event the LGs do not provide a response to the State's proposed language as provided, then the proposed language of the State shall become the language of the Litigation Bar and shall be incorporated herein to this Memorandum as Exhibit 2. In the event the parties do not reach agreement as to final language for a Litigation Bar by November 4, 2021, this Memorandum becomes null and void. The Parties' obligations under this

Memorandum concerning a Litigation Bar, including but not limited to their obligations to make active efforts to pass the Litigation Bar, shall attach to any language incorporated herein to this Memorandum as Exhibit 2.

VII. Attorney's Fees; Costs and Expenses

a. Consistent with Exhibit R, section I(R) of the Distributor Settlement Agreement, a Local Government Cost and Fee Fund ("LGCFF") will be created to resolve Local Government attorney fee and litigation expense obligations with contingency fee counsel who filed opioid lawsuits by September 1, 2020 and who:

   i. Represent Participating Local Governments who are eligible for direct payments under Section III.a. of this Memorandum; or

   ii. by agreement amongst Participating General Purpose Governments (as that term is defined in the Distributor Settlement) are determined to be eligible for reimbursement of fees and costs. Any such agreements under this Section shall be documented between counsel for Participating General Purpose Governments and the counsel who are determined to be eligible.

b. Any contingency-fee counsel retained by Participating Local Governments who are eligible for direct payments under Section III.a. of this Memorandum must seek recovery from the Contingency Fee Fund established in the National Settlement.

c. The amount of the LGCFF shall be equal to 15% of Participating Local Governments' 25% share under this Memorandum. No portion of the State's share shall be used for the LGCFF or in any other way to fund any Participating Local Government's attorney's fees and costs.

d. Under no circumstances may counsel collect more for its work on behalf of a Participating Local Government than it would under its contingency agreement with that Participating Local Government.

e. The amount and timing for the payments to counsel under this Memorandum shall be consistent with the percentages and timing set forth in Exhibit R § (II) (A) (1) of the Distributor Settlement Agreement and Exhibit R § (II) (A) (1) of the Janssen Settlement Agreement.

f. Any funds remaining in the LGCFF beyond what is required to pay contingency counsels' fees and expenses for Local Governments who are eligible for direct payments under Section III.a. of this Memorandum shall revert to the Participating Local Government fund to be used for Approved Purposes as set forth in this agreement.

g. State outside counsel shall be compensated pursuant to separate agreement between the State and its outside counsel.

VIII. Future Agreements and Negotiations

a. Nothing in this Memorandum of Understanding shall bind the parties concerning any future Opioid Settlements other than the ones expressly contemplated in (1) this Agreement or (2) any amendments to this Agreement made pursuant to Section IX.B. Other than those Released Entities who are parties to the above-referenced Settlement Agreements, the parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this agreement.

b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future Opioid Settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future Opioid Settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between States or groups of States and Opioid Defendants.

IX. Miscellaneous

a. This Memorandum of Understanding shall be governed by Georgia law.

b. The parties may make amendments to this agreement as necessary. Amendments shall be in writing and shall require the written consent of all parties to this Memorandum of Understanding.

c. Jurisdiction and venue regarding any disputes between or among the parties to this Memorandum of Understanding concerning this agreement or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.

d. This Memorandum of Understanding terminates with respect to the National Distributor or J&J Settlements, or both, in the event the State elects not to join such Settlements.

e. This Memorandum of Understanding terminates automatically with respect to National Distributor or J&J Settlements, or both, in the event such Settlement(s) is / are terminated by the parties to them.

f. By entering into this Memorandum, a local government agrees to participate in both the National Distributor and J&J Settlements.

g. If any Local Government identified in the attached list of clients elects not to enter into in this Memorandum, or not to participate in the National Distributor Settlement and J&J Settlements, this Memorandum is voidable by the State.

* * * * *

ATTACHED EXHIBITS:

EXHIBIT 1:	ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND TO MEMORANDUM OF UNDERSTANDING
EXHIBIT 2:	AGREED LITIGATION BAR LANGUAGE
EXHIBIT 3:	OUTSIDE COUNSEL RECOMMENDATION
EXHIBIT 4:	DISTRIBUTOR PARTICIPATION AGREEMENT

Settlement Document

EXHIBIT 5: J&J PARTICIPATION AGREEMENT

EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- ______________________ [NAME OF ENTITY] has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of ____________________ [NAME OF ENTITY], and has the authority to execute this document and bind __________________ [NAME OF ENTITY] to the Memorandum of Understanding.
- ______________________[NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel,

concerning the contents and implication of the Memorandum of Understanding.

- The undersigned, on behalf of ______________________ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum of Understanding, and ________________________ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/_____________________________

Name__________________________

Title __________________________

Date __________________________

Entity ________________________

EXHIBIT 2

AGREED LITIGATION BAR LANGUAGE

A BILL TO BE ENTITLED

AN ACT

To authorize, under certain circumstances, a litigation bar of certain Statewide Opioid Litigation or claims for damages as a result of the Opioid Crisis on behalf of the State of Georgia, its Departments, Agencies, and Instrumentalities, any political subdivision of the State, municipal corporations, authorities, sheriffs, county and municipal officers, or any other governmental or municipal entity which has or may make a claim for damages as a result of the Opioid Crisis; and for other purposes.

Settlement Document

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Chapter 13 of Title 10 of the Official Code of Georgia Annotated is amended by creating a new Code Chapter which shall read as follows:

CHAPTER 13B

STATEWIDE OPIOID SETTLEMENT

SECTION 2.

§ 10-13B-1 Legislative findings and purpose

The General Assembly finds as follows:

(1) There is an opioid epidemic occurring in the United States, and Georgia has been greatly impacted;

(2) Statewide coordination surrounding and managing opioid addiction and related disorders is critical to the health and safety of all Georgians;

(3) Funding is needed in Georgia for, among other things, prevention and treatment of opioid addiction and related disorders; providing resources to law enforcement agencies to address the opioid crisis; increasing the number of professionals who provide treatment for opioid addiction; educating medical professionals regarding the safe and effective prescribing of, and then tapering off of, opioids; and treatment and prevention of opioid use disorder in incarcerated populations;

(4) It is imperative Georgia receive the full amount of any opioid settlement, and in order to do so the State of Georgia must be able to release claims for all public bodies and instrumentalities in the State of Georgia;

(5) While local governments generally have the authority to pursue and litigate claims against business and individuals to protect their own interests, in certain limited circumstances involving particular industries, the interests of the State as a whole are best served by having a unified settlement structure that benefits both the State and its local governments and brings full and complete closure to the claims that were asserted or could have been asserted and maximizes the State and local governments' potential recovery to address this extraordinary crisis.

SECTION 3

§ 10-13B-2 Definitions

Settlement Document

As used in this Chapter the following definitions shall apply:

(1) "Governmental Entity" means:

(A) this state and each of its departments, agencies, divisions, boards, commissions, authorities, instrumentalities; and

(B) a political subdivision or creation of this state, including a county, municipality, special district, school district, community service board, authority, any county or state officeholder and any other public officeholder or public entity which has asserted or could assert a claim for damages as a result of the manufacture, marketing, sale, dispensing, or distribution of opioids.

(2) "Released Claim" means a claim by a Governmental Entity that has been or could have been released under a statewide opioid settlement agreement.

(3) "Released Entity" means an entity against which a claim has been released under a statewide opioid settlement agreement.

(4) "Statewide Opioid Settlement Agreement" means:

(A) any settlement agreement and related documents entered into by this State through the Attorney General with opioid manufacturers, distributors, retailers, labelers, marketers, pharmacies or other entities concerning the use or prescription of opioid products; and

(B) which relates to illegal or tortious conduct in the manufacturing, marketing, promotion, sale, distribution, or dispensing of opioids; and

(C) which was entered into by the State on or after March 31, 2021; and

(D) which provides a mechanism which permits Governmental Entities to join into such settlement agreement; and

(E) which is the subject of a memorandum of understanding or similar agreement entered into by both the Attorney General and at least sixty five percent (65%) of the Governmental Entities which have active and pending litigation against the Released Entity or Entities identified in the settlement agreement as of the date when Governmental Entities are first permitted to join such settlement agreement.

SECTION 4

§ 10-13B-3 Entry into a Statewide Opioid Settlement Agreement With Sufficient Georgia Governmental Entity Support Shall Serve to Resolve All Past, Present and Future Opioid Legal Claims of All Georgia Governmental Entities

Settlement Document

Entry into a Statewide Opioid Settlement Agreement shall serve to bar any and all past, present or future claims on behalf of any Governmental Entity seeking to recover against any business or person that is a Released Entity under the terms of the relevant settlement. Such bar shall apply to any and all Released Claims or suits by any Governmental Entity created by or pursuant to an Act of the General Assembly or the Constitution, or any department, agency, or authority thereof, for damages, abatement, injunctive or any other relief. No such claim barred by this code section shall be brought, threatened, asserted or pursued in any way in any court and any such claim shall be dismissed by the court in which the claim is brought.

The bar shall become active and effective upon the filing of a Consent Order by the State of Georgia which attests to and shows that a Statewide Opioid Settlement Agreement has been reached, and that the parameters of this Act have been met.

EXHIBIT 3

OUTSIDE COUNSEL RECOMMENDATION

[INSERT EXECUTED PORTION OF THE BELOW]

* * * * *

WHEREFORE, PREMISES CONSIDERED, each of the undersigned has attached a complete list of all LG entities that they represent. As counsel for their respective clients, the undersigned acknowledge that they were active participants in the formation of this Memorandum, were not subject to duress or undue influence, and acknowledge and agree that the execution of this Memorandum, and participation in the National Distributor Settlement and the J&J Settlement is in the best interest of their clients.

Therefore, in compliance with all ethical obligations owed to their clients, the undersigned agree to recommend execution of this Memorandum and full participation in the National Distributor and J&J Settlements to each of their respective clients and move immediately to obtain from their respective clients execution of this Memorandum.

____

________________ [Counsel Name]

________________ [Counsel Firm]

<u>COUNSEL FOR:</u>

[Name of Government Entity(ies)]

EXHIBIT 4

DISTRIBUTOR PARTICIPATION AGREEMENT

EXHIBIT 5

J&J PARTICIPATION AGREEMENT

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- Clarkston city, GA has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of Clarkston city, GA, and has the authority to execute this document and bind Clarkston city, GA to the Memorandum of Understanding.
- Clarkston city, GA is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.
- The undersigned, on behalf of Clarkston city, GA, understands and acknowledges the terms of the Memorandum of Understanding, and Clarkston city, GA agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Entity: Clarkston city, GA

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for Georgia's State and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements. (A copy of the Memorandum is also attached.) Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for Georgia subdivisions ends on March 31, 2022. Prior to that date, on or after January 26, 2022, based on national participation as of January 26, 2022, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward and you elect to participate, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. Georgia has also created a state-specific website which may be accessed here: consumer.georgia.gov/opioidsettlement.

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Settlement Participation Form

Governmental Entity: Clarkston city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Settlement Document

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements

Foreword

This Memorandum of Understanding between the State of Georgia *ex. Rel* Chris Carr, Attorney General and certain Georgia Local Government ("LGs") entities concerns the harms visited upon Georgia's citizens and the State itself by certain manufacturers and distributors ("Opioid Defendants") of prescription opioids.

To address these harms, the State and certain of its local government entities separately initiated litigation meant to hold the Opioid Defendants accountable.

Some Distributor Opioid Defendants, namely McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (each a "Settling Distributor") and Janssen ("J&J")[1] have separately reached settlement frameworks (referenced as "National Distributor Settlement" and "J&J Settlement") with certain states and local government entities that the State of Georgia and LGs have the option to join.

This Memorandum aims to memorialize an agreement between the State and certain LGs that would enable the State and certain LGs to join the National Distributor and J&J Settlements and maximize the monetary help that the State and its LGs receive.

I. Definitions

a. "Approved Purposes" shall mean those uses identified in the List of Opioid Remediation Uses, attached as Exhibit E to the National Distributor Settlement, and those uses identified as "Approved Opioid Abatement Uses" in Schedules A and B to Exhibit G to the Notice of Filing of Eighth Plan Supplement Pursuant to the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, In re: Purdue Pharma L.P., et al., Case No. 19-23649-RDD, Dkt. 3121 (Bankr. S.D. N.Y. July 8, 2021).

b. "Government Participation Mechanism" means the mechanism formed to make recommendations regarding the allocation of State Opioid

[1] "Janssen" means Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuticals, Inc.

Settlement Document

Funds consistent with the Findings of Facts, Conclusions of Law, and Order Confirming the Twelfth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors, In re: Purdue Pharma L.P. et al., Case No. 19-23649-RDD (Bankr. S.D. N.Y. Sept. 17, 2021), ECF No. 3787.. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section III of this Memorandum.

c. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section III of this Memorandum.

d. “Opioid Funds” means monetary amounts obtained through an Opioid Settlement as defined in this Memorandum of Understanding.

e. “Opioid Settlement” means the National Distributor Settlement and the J&J Settlement, both dated July 21, 2021.

f. “Parties” shall mean the State and the Participating Local Governments.

g. “Participating Local Governments” shall mean:
   (i) all litigating subdivisions listed on Exhibit C to the National Distributor Settlement and/or Exhibit C to the J&J Settlement and in the signature block to this Memorandum prepared by the LGs and
   (ii)nonlitigating subdivisions listed on Exhibit G to the National Distributor Settlement or Exhibit G to the J&J settlement

that choose to sign on to the National Distributor Settlement and J&J Settlement during the notice or sign-on period.

h. “Region” – Region shall mean each of the Regions described Section III.a of this Memorandum.

i. “Released Entities” means the entities defined in definition HHH of the National Distributor Settlement and definition 61 of the J&J Settlement

j. “State Opioid Funds” means the funds allocated to the State pursuant to Section III of this Memorandum.

k. "Trustee" shall be the Commissioner of an agency of the Executive Branch of the State, or his or her designee or other designee of the Executive Branch of the State, to oversee the implementation of the settlement, make decisions regarding expenditures of State Opioid funds after consulting with the Government Participation Mechanism, ensure compliance with the reporting requirements set forth in Section V and in any Opioid Settlement, and who is responsible for the ministerial task of releasing Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust.

II. Creation of a Qualified Settlement Trust for State Opioid Funds; Government Participation Mechanism.

a. The Parties shall file a Petition in the Superior Court of Gwinnett County, Georgia, seeking to establish a Qualified Settlement Fund within the meaning of 26 C.F.R. § 1.468B-1, titled the "Georgia Opioid Crisis Abatement Trust"

i. The Georgia Opioid Crisis Abatement Trust shall receive (1) the State Opioid Funds set forth under this Memorandum of Understanding; (2) funds from public or private sources, including gifts, grants, donations, rebates, or other settlements received by the State and designated to the Trust; and (3) any interest earned by these amounts.

b. The Commissioner of an agency of the Executive Branch of the State,[2] or his or her designee or other designee of the Executive Branch of the State, shall act as Trustee.

c. The Parties shall work to establish a Government Participation Mechanism as described in the Notice of Filing of Eighth Plan Supplement Pursuant to the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, In re: Purdue Pharma L.P., et al., Case No. 19-23649-RDD, Dkt. 3121 (Bankr. S.D. N.Y. July 8, 2021), Exhibit G at 11.

[2] The agency or department shall be selected by the Governor, after consultation with the Attorney General.

d. The Trustee shall make disbursements of State Opioid Funds for (1) Approved Purposes, after consultation with the Government Participation Mechanism; (2) for administrative expenses as described in Section V of this Memorandum; and (3) for attorneys' fees and costs as identified in Section VII of this Memorandum. The Trustee shall retain final decision-making authority over expenditures of State Opioid Funds for Approved Purposes.

e. Appointees to the Government Participation Mechanism shall have a background in opioid use disorder, addiction treatment or policy, public health policy, mental health treatment or policy, or opioid-related law enforcement. Members shall serve for three years and shall be paid the per diem of a Member of the General Assembly for their service. Any member who is appointed shall be subject to removal by the appointing authority. The Government Participation Mechanism shall have at least 1 member who is appointed by the Georgia Association of Community Service Boards. The Government Participation Mechanism shall meet at least quarterly and make recommendations, upon a majority vote, regarding allocation of State Opioid Funds. The Trustee shall retain final authority over allocation of State Opioid Funds.

III. Allocation between State and Local Governments

a. The Participating Local Governments shall collectively receive 25% of the National Distributor and J&J Settlements as their full allocation of Local Government Opioid Funds, for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to the national Settlement Administrator(s) as that term is defined in the National Distributor and J&J Settlements and distributed pursuant to Section V.D.4.C of the National Distributor Settlement and Section VI of the J&J Settlement, with the following additional conditions:

   i. If a county who is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 9.45% of the Opioid Funds paid to that county shall be allocated to that county's sheriff to be used for Approved Purposes; and

ii. If a county who is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 2% of the Opioid Funds paid to that county shall be allocated to the hospital to be used for Approved Purposes.

iii. If a county who is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 1% of the Opioid Funds paid to that county shall be allocated to the school district to be used for Approved Purposes.

b. The State shall receive 75% of the National Distributor and J&J Settlements as its full allocation of State Opioid Funds.

c. Of the State's 75% share, the State shall expend at least 40% of those funds on a regional basis ("Regional Distribution"). Expenditures related to (1) "Core Strategies" identified in Schedule A or (2) strategies identified in Schedule B, Subsection A of Exhibit E to the National Distributor Settlement are expressly recognized as a non-exhaustive list of expenditures that shall be considered as Regional Distributions.

i. The State of Georgia shall be divided into Regions to be determined by the State in consultation with LGs at a future date. Each county with a population of at least 400,000 persons ("Qualifying Block Grantee") shall be counted as a separate Region.

ii. Each Qualifying Block Grantee shall receive State Regional expenditures via a direct block grant so long as it certifies that it has sufficient infrastructure to provide Opioid Abatement services.

iii. Where a municipality located wholly within a Qualifying Block Grantee or wholly within abutting Qualifying Block Grantees would independently qualify as a block grant recipient (an "Independently Qualifying Municipality"), the Independently Qualifying Municipality will receive a Block Grant directly payable to the Independently Qualifying Municipality according to the percentages in the allocation model available at www.opioidnegotiationclass.info implemented in In re: National Prescription Opiates Litigation, MDL No. 2804 (N.D. Ohio) (the "Negotiation Class Allocation Model").

iv. The State shall assign initial regional allocation percentages to the Regions based on the allocation model available at www.opioidnegotiationclass.info implemented in In re: National Prescription Opiates Litigation, MDL No. 2804 (N.D. Ohio) (the "Negotiation Class Allocation Model"). Every three years, the Trustee shall recalculate the regional allocation percentages to the Regions based upon the following severity metrics: (1) the number of fatal opioid overdoses within the Region; (2) non-addiction treatment morphine milligram equivalents (MME) shipped into the Region; and (3) addiction treatment MME shipped into the Region.

v. For each Region comprised of multiple Participating Local Governments, Participating Local Governments shall form a Regional Advisory Council of three to seven members, not all of whom may reside in the same County. The Advisory Council shall include at least 1 member of a county board of health from one of the Participating Local Governments in the Region, 1 member of the executive team of a Community Service Board located in the Region, and 1 sheriff (or representative designated by the sheriff) located in the Region.

vi. The Regional Advisory Councils shall be available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over disbursement of the State Opioid Funds.

IV. Funds to be used for Approved Purposes; Clawback and Recoupment

a. With the exception of administrative expenses identified in Section V.b, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local

Government outside counsel pursuant to Section VII of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.

b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.

c. The State and Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Agreement and the Settlements reached with the Distributors and J&J, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlements, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Local Governments described in Section IV of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

V. Compliance and Reporting

a. The Trustee shall provide an up-to-date accounting of payments into or out of the trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, through the Trustee, shall provide an annual report detailing: (1) the amounts received by the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The Trustee shall also include an assessment of how well resources have been used by the State and the Local Governments and Regions to abate opioid addiction, overdose deaths, and the other consequences of the Opioid Crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of State Opioid Funds.

c. The State shall endeavor to keep such Trustee expenses reasonable in order to maximize the funding available for Opioid Abatement.

d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single Regional Delegate selected by the Region to provide its annual report.

e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or expenditure is inconsistent with Section IV of this Memorandum or violates Section V.c of this Memorandum regarding reasonable expenses of the Trustee.

g. Any party to this Memorandum who receives a written request sent pursuant to V.f or V.e shall have 21 days to respond to such request, which may be extended by mutual consent.

h. A party who makes a written request pursuant to V.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.

i. If, after a written objection made pursuant to V.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and to return the monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

j. Attorney's fees and costs are not recoverable in actions brought under this Section.

VI. Litigation Bar

a. This Memorandum of Understanding is designed to maximize the funds that the State and LGs receive to address an extraordinary crisis. It is the expectation of the Parties that once this Memorandum is executed and the Opioid Settlements are finalized, the Parties will proceed to execute releases of existing claims against the Released Entities. In the event the State of Georgia and the Participating Local Governments proceed forward, execute said releases, and release the Released Parties from all future liability, their entitlement to funds under the terms of the Opioid Settlements could be significantly delayed or subject to suspension or offsets if a currently litigating or later-litigating local government maintains or assert claims against the Released Entities. This would be detrimental to the State of Georgia's and the LG's opioid abatement efforts, and delay or reduce the help provided to Georgia's citizens.

b. Therefore, it is understood between the parties to this agreement that upon execution of the Settlements with the Released Entities, that legislative action will be necessary, as it constitutes the most efficient and effective means to ensure the maximum amount of funds are made available to abate the opioid epidemic in Georgia without unnecessary delay.

c. The Parties shall, as soon as practicable, submit draft legislation to the General Assembly that shall impose a Litigation Bar. A Litigation Bar is a law that either (1) imposes a direct bar preventing Subdivisions from maintaining Released Claims against Released entities or (2) gives the State the exclusive authority to bring, maintain and resolve Released Claims (as defined in Section I.GGG of the Distributors Settlement Agreement or Section I.60 of the Janssen Settlement Agreement) against Released Entities (as that term is defined by Section I.HHH of the Distributors Settlement Agreement or Section I.61 of the Janssen Settlement Agreement) on behalf of any Subdivision and which has the effect of barring all Released Claims by such Subdivision. The Litigation Bar shall include a requirement that any Released Claims brought by such Subdivision are dismissed by the court in which the claims(s) was (were) brought. The term "Subdivision" shall be defined so as to meet the requirements of the term "Bar" as it is defined both in Definition I of the National Distributor Settlement and Definition 9 of the J&J Agreement.

d. Participating Local Governments shall make active efforts to pass a Litigation Bar. To that end, within 30 days of this Memorandum, Participating Local Governments shall form a Legislative Advocacy Committee consisting of 8 total members. The committee shall be comprised of:

    i. Four members appointed by the Georgia Municipal Association, two of whom shall be members of the Republican Party and two of whom shall be members of the Democratic Party;

ii. Four members appointed by the Association of County Commissioners of Georgia, two of whom shall be members of the Republican Party and two of whom shall be members of the Democratic Party.

iii. Members of the Legislative Advocacy Committee shall have the skills, time, expertise, and willingness to affirmatively plan, support and participate in all manner of advocacy in support of passage of a Litigation Bar.

iv. "Active efforts to pass a Litigation Bar" shall at a minimum include attending committee hearings on proposed Litigation Bar legislation; testifying in favor of such legislation at any hearings; engaging in press appearances in favor of Litigation Bar; attending biweekly meetings of the Legislative Advocacy Committee during each month for which the General Assembly is in session (special or regular); and lobbying members of the General Assembly and of local government entities or organizations to encourage passage of the Litigation Bar.

e. The LGs specifically agree to comply with and support all reasonable requests directed toward obtaining passage of the Litigation Bar from the Attorney General or any other party.

f. This Memorandum is specifically conditioned on the passage of a Litigation Bar by the General Assembly and its approval by the Governor.

g. The Litigation Bar shall be both retroactive and prospective, and shall cut off all current and future litigation against the Released Entities. The Litigation Bar shall only apply to Released Entities and Released Claims, and shall not apply in any way to claims or entities not otherwise released in the Opioid Settlements. For the avoidance of doubt, the Litigation Bar shall not apply to any remaining claims or causes of action pending in *In re Opiate Litigation* MDL 2804 against non-settling Defendants, or to any remaining claims or causes of action pending in State of Georgia v. Teva Pharmaceutical Industries, LTD, et al., Case No. 19-A-00060-2 against non-settling Defendants.

h. The Parties shall jointly endeavor to take all other steps necessary to release all outstanding Released Claims against the Released Parties and to obtain the Litigation Bar described in Section VI above and Exhibit 2 below concerning the parties to the National Distributor and J&J Settlements so long as this Memorandum of Understanding is in effect.

i. The Parties shall endeavor and use their best affirmative efforts to obtain passage of the Litigation Bar in the next chronological session of the General Assembly, whether a special session or general session, and shall continue to endeavor and use their best affirmative efforts to obtain passage of the Litigation Bar until the General Assembly passes the same and it is approved by the Governor. In the event a Litigation Bar is not enacted into law by July 15, 2023, this Memorandum is null and void.

j. It is understood by the parties to this Memorandum that the use of a Litigation Bar as contemplated in this section should not be deemed as precedent setting for future settlements in this litigation or in future litigations.

k. Within 14 days of sign on by LG Counsel, the State shall provide proposed language for a Litigation Bar to the LGs, including language to implement the terms outlined herein and to otherwise satisfy the legislative requirements under the Georgia Constitution. The LGs shall have 15 days thereafter to provide a unified response to the State's proposed language, and the State may respond thereto. The Parties shall then work to attempt to reach final proposed language for a Litigation Bar. If such agreement is reached, it shall be incorporated herein to this Memorandum as Exhibit 2. In the event the LGs do not provide a response to the State's proposed language as provided, then the proposed language of the State shall become the language of the Litigation Bar and shall be incorporated herein to this Memorandum as Exhibit 2. In the event the parties do not reach agreement as to final language for a Litigation Bar by November 4, 2021, this Memorandum becomes null and void. The Parties' obligations under this

Memorandum concerning a Litigation Bar, including but not limited to their obligations to make active efforts to pass the Litigation Bar, shall attach to any language incorporated herein to this Memorandum as Exhibit 2.

VII. Attorney's Fees; Costs and Expenses

a. Consistent with Exhibit R, section I(R) of the Distributor Settlement Agreement, a Local Government Cost and Fee Fund ("LGCFF") will be created to resolve Local Government attorney fee and litigation expense obligations with contingency fee counsel who filed opioid lawsuits by September 1, 2020 and who:

i. Represent Participating Local Governments who are eligible for direct payments under Section III.a. of this Memorandum; or

ii. by agreement amongst Participating General Purpose Governments (as that term is defined in the Distributor Settlement) are determined to be eligible for reimbursement of fees and costs. Any such agreements under this Section shall be documented between counsel for Participating General Purpose Governments and the counsel who are determined to be eligible.

b. Any contingency-fee counsel retained by Participating Local Governments who are eligible for direct payments under Section III.a. of this Memorandum must seek recovery from the Contingency Fee Fund established in the National Settlement.

c. The amount of the LGCFF shall be equal to 15% of Participating Local Governments' 25% share under this Memorandum. No portion of the State's share shall be used for the LGCFF or in any other way to fund any Participating Local Government's attorney's fees and costs.

d. Under no circumstances may counsel collect more for its work on behalf of a Participating Local Government than it would under its contingency agreement with that Participating Local Government.

e. The amount and timing for the payments to counsel under this Memorandum shall be consistent with the percentages and timing set forth in Exhibit R § (II) (A) (1) of the Distributor Settlement Agreement and Exhibit R § (II) (A) (1) of the Janssen Settlement Agreement.

f. Any funds remaining in the LGCFF beyond what is required to pay contingency counsels' fees and expenses for Local Governments who are eligible for direct payments under Section III.a. of this Memorandum shall revert to the Participating Local Government fund to be used for Approved Purposes as set forth in this agreement.

g. State outside counsel shall be compensated pursuant to separate agreement between the State and its outside counsel.

VIII. Future Agreements and Negotiations

a. Nothing in this Memorandum of Understanding shall bind the parties concerning any future Opioid Settlements other than the ones expressly contemplated in (1) this Agreement or (2) any amendments to this Agreement made pursuant to Section IX.B. Other than those Released Entities who are parties to the above-referenced Settlement Agreements, the parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this agreement.

b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future Opioid Settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future Opioid Settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between States or groups of States and Opioid Defendants.

IX. Miscellaneous

a. This Memorandum of Understanding shall be governed by Georgia law.

b. The parties may make amendments to this agreement as necessary. Amendments shall be in writing and shall require the written consent of all parties to this Memorandum of Understanding.

c. Jurisdiction and venue regarding any disputes between or among the parties to this Memorandum of Understanding concerning this agreement or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.

d. This Memorandum of Understanding terminates with respect to the National Distributor or J&J Settlements, or both, in the event the State elects not to join such Settlements.

e. This Memorandum of Understanding terminates automatically with respect to National Distributor or J&J Settlements, or both, in the event such Settlement(s) is / are terminated by the parties to them.

f. By entering into this Memorandum, a local government agrees to participate in both the National Distributor and J&J Settlements.

g. If any Local Government identified in the attached list of clients elects not to enter into in this Memorandum, or not to participate in the National Distributor Settlement and J&J Settlements, this Memorandum is voidable by the State.

* * * * *

ATTACHED EXHIBITS:

EXHIBIT 1:	ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND TO MEMORANDUM OF UNDERSTANDING
EXHIBIT 2:	AGREED LITIGATION BAR LANGUAGE
EXHIBIT 3:	OUTSIDE COUNSEL RECOMMENDATION
EXHIBIT 4:	DISTRIBUTOR PARTICIPATION AGREEMENT

EXHIBIT 5: J&J PARTICIPATION AGREEMENT

EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _______________________ [NAME OF ENTITY] has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of _____________________ [NAME OF ENTITY], and has the authority to execute this document and bind ___________________ [NAME OF ENTITY] to the Memorandum of Understanding.
- _______________________[NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel,

concerning the contents and implication of the Memorandum of Understanding.

- The undersigned, on behalf of ______________________ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum of Understanding, and ________________________ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/_____________________________

Name__________________________

Title __________________________

Date __________________________

Entity ________________________

EXHIBIT 2

AGREED LITIGATION BAR LANGUAGE

A BILL TO BE ENTITLED

AN ACT

To authorize, under certain circumstances, a litigation bar of certain Statewide Opioid Litigation or claims for damages as a result of the Opioid Crisis on behalf of the State of Georgia, its Departments, Agencies, and Instrumentalities, any political subdivision of the State, municipal corporations, authorities, sheriffs, county and municipal officers, or any other governmental or municipal entity which has or may make a claim for damages as a result of the Opioid Crisis; and for other purposes.

Settlement Document

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Chapter 13 of Title 10 of the Official Code of Georgia Annotated is amended by creating a new Code Chapter which shall read as follows:

CHAPTER 13B

STATEWIDE OPIOID SETTLEMENT

SECTION 2.

§ 10-13B-1 Legislative findings and purpose

The General Assembly finds as follows:

(1) There is an opioid epidemic occurring in the United States, and Georgia has been greatly impacted;

(2) Statewide coordination surrounding and managing opioid addiction and related disorders is critical to the health and safety of all Georgians;

(3) Funding is needed in Georgia for, among other things, prevention and treatment of opioid addiction and related disorders; providing resources to law enforcement agencies to address the opioid crisis; increasing the number of professionals who provide treatment for opioid addiction; educating medical professionals regarding the safe and effective prescribing of, and then tapering off of, opioids; and treatment and prevention of opioid use disorder in incarcerated populations;

(4) It is imperative Georgia receive the full amount of any opioid settlement, and in order to do so the State of Georgia must be able to release claims for all public bodies and instrumentalities in the State of Georgia;

(5) While local governments generally have the authority to pursue and litigate claims against business and individuals to protect their own interests, in certain limited circumstances involving particular industries, the interests of the State as a whole are best served by having a unified settlement structure that benefits both the State and its local governments and brings full and complete closure to the claims that were asserted or could have been asserted and maximizes the State and local governments' potential recovery to address this extraordinary crisis.

SECTION 3

§ 10-13B-2 Definitions

Settlement Document

As used in this Chapter the following definitions shall apply:

(1) "Governmental Entity" means:

(A) this state and each of its departments, agencies, divisions, boards, commissions, authorities, instrumentalities; and

(B) a political subdivision or creation of this state, including a county, municipality, special district, school district, community service board, authority, any county or state officeholder and any other public officeholder or public entity which has asserted or could assert a claim for damages as a result of the manufacture, marketing, sale, dispensing, or distribution of opioids.

(2) "Released Claim" means a claim by a Governmental Entity that has been or could have been released under a statewide opioid settlement agreement.

(3) "Released Entity" means an entity against which a claim has been released under a statewide opioid settlement agreement.

(4) "Statewide Opioid Settlement Agreement" means:

(A) any settlement agreement and related documents entered into by this State through the Attorney General with opioid manufacturers, distributors, retailers, labelers, marketers, pharmacies or other entities concerning the use or prescription of opioid products; and

(B) which relates to illegal or tortious conduct in the manufacturing, marketing, promotion, sale, distribution, or dispensing of opioids; and

(C) which was entered into by the State on or after March 31, 2021; and

(D) which provides a mechanism which permits Governmental Entities to join into such settlement agreement; and

(E) which is the subject of a memorandum of understanding or similar agreement entered into by both the Attorney General and at least sixty five percent (65%) of the Governmental Entities which have active and pending litigation against the Released Entity or Entities identified in the settlement agreement as of the date when Governmental Entities are first permitted to join such settlement agreement.

SECTION 4

§ 10-13B-3 Entry into a Statewide Opioid Settlement Agreement With Sufficient Georgia Governmental Entity Support Shall Serve to Resolve All Past, Present and Future Opioid Legal Claims of All Georgia Governmental Entities

Settlement Document

Entry into a Statewide Opioid Settlement Agreement shall serve to bar any and all past, present or future claims on behalf of any Governmental Entity seeking to recover against any business or person that is a Released Entity under the terms of the relevant settlement. Such bar shall apply to any and all Released Claims or suits by any Governmental Entity created by or pursuant to an Act of the General Assembly or the Constitution, or any department, agency, or authority thereof, for damages, abatement, injunctive or any other relief. No such claim barred by this code section shall be brought, threatened, asserted or pursued in any way in any court and any such claim shall be dismissed by the court in which the claim is brought.

The bar shall become active and effective upon the filing of a Consent Order by the State of Georgia which attests to and shows that a Statewide Opioid Settlement Agreement has been reached, and that the parameters of this Act have been met.

EXHIBIT 3

OUTSIDE COUNSEL RECOMMENDATION

[INSERT EXECUTED PORTION OF THE BELOW]

* * * * *

WHEREFORE, PREMISES CONSIDERED, each of the undersigned has attached a complete list of all LG entities that they represent. As counsel for their respective clients, the undersigned acknowledge that they were active participants in the formation of this Memorandum, were not subject to duress or undue influence, and acknowledge and agree that the execution of this Memorandum, and participation in the National Distributor Settlement and the J&J Settlement is in the best interest of their clients.

Therefore, in compliance with all ethical obligations owed to their clients, the undersigned agree to recommend execution of this Memorandum and full participation in the National Distributor and J&J Settlements to each of their respective clients and move immediately to obtain from their respective clients execution of this Memorandum.

____

_________________ [Counsel Name]

_________________ [Counsel Firm]

<u>COUNSEL FOR:</u>

[Name of Government Entity(ies)]

EXHIBIT 4

DISTRIBUTOR PARTICIPATION AGREEMENT

EXHIBIT 5

J&J PARTICIPATION AGREEMENT

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- Clarkston city, GA has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of Clarkston city, GA, and has the authority to execute this document and bind Clarkston city, GA to the Memorandum of Understanding.
- Clarkston city, GA is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.
- The undersigned, on behalf of Clarkston city, GA, understands and acknowledges the terms of the Memorandum of Understanding, and Clarkston city, GA agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Entity: Clarkston city, GA

CITY OF CLARKSTON

ITEM NO: 4E

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Worksession

ACTION TYPE:
Discussion/Review

SUBJECT: Empower Clarkston

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Yterenickia Bell
Councilperson
PHONE NUMBER: 404-296-6489

PURPOSE:
To discuss the Empower Clarkston initiative project with the City of Clarkston.

NEED/ IMPACT:
To receive guidance on a partnership project to establish a program to recruit and train participants in a two (2) year cohort that will include ten (10) students and ten (10) Clarkston residences.

RECOMMENDATIONS:
N/A

The Budget

Expense Type	Vendor	Detailed Description	Year 1	Year 2	Project Budget
Personnel	Tekton Career Training	Project management; participant recruitment and vetting; qualify units for assessment and inspection; tracking and evaluation of participants; employer outreach; job placement; marketing and outreach	$30,000	$30,000	$60,000
Personnel	Tekton / Contractor	Trainee support; trainee supervision on site to support contractors and classroom training support (cultural, linguistic and logistical support of refugee trainees)	$6,000	$6,000	$12,000
Personnel	Greenlink Group	Data management; energy and water burden mapping	$15,000	$15,000	$30,000
Training	Tekton / Contractor	Training, retrofit oversight, pre and post inspections	$15,000	$15,000	$30,000
Training	Tekton Career Training	Training materials for hands on classroom training	$2,500	$2,500	$5,000
Training	Tekton Career Training	trainee classroom training stipends ($15 / hr, 20 hrs of training)	$3,000	$3,000	$6,000
Training	Tekton Career Training	trainee field training stipends ($15 / hr, 8 hrs / home,)	$12,000	$12,000	$24,000
Training	Tekton Career Training	Worker Tool Kit ($100 each for gloves, ear protection, eye protection, tool belt, tape measure, 20 ounce claw hammer, flat prybar, molding prybar, screwdrivers, safety vest, hard hattool belt	$1,000	$1,000	$2,000
Construction	Tekton Career Training	Contractor selected by team to supervise and retrofit homes ($2,000 / unit average)	$20,000	$20,000	$40,000
Materials	Tekton Career Training	Outreach materials, signage	$500	$500	$1,000
Insurance	Tekton Career Training	Liability & Workers Comp insurance for participants ($2000 / student)	$20,000	$20,000	$40,000
		Grand Total	**$125,000**	**$125,000**	**$250,000**

Budget above provides for:

1 cohort / year
10 students / cohort
10 homes upgraded / cohort

With additional funds the program could expand to include up to 4 cohorts per year, with each cohort containing 15 students upgrading 15 homes.

CITY OF CLARKSTON

ITEM NO: 5A

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Worksession

ACTION TYPE:

Discussion/Review

SUBJECT: To discuss the planting of a "living urn tree" in Friendship Forest for Ms. Blanche Hardy.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Awet Eyasu
Vice Mayor
PHONE NUMBER: 404-296-6489

PURPOSE:
To discuss the planting of a "living urn tree" in Friendship Forest.

NEED/ IMPACT:
A family friend of Ms. Blanche Hardy contacted the City of Clarkston. Ms Hardy was a longtime resident of the Clarkston community. Before her passing, Ms. Hardy wished to be cremated and have her ashes placed in a "living urn tree" in the City of Clarkston's Friendship Forest.

The request was discussed on August 31, 2021, at the City Council Work session and September 7th, 2021, at t regular City Council meetings. The item was then referred and discussed at the January 31st, 2022, Environment and Transportation Standing Advisory Committee (SAC) meeting. Vice Mayor Eyasu met with the family representative on February 5th , 2022 and identified the proposed planting location.

RECOMMENDATIONS:
N/A

RESOLUTION FOR PLANTING OF A LIVING URN TREE AT FRIENDSHIP FOREST

Sponsored by AWET EYASU

WHEREAS, Blanche Hardy was born in 1953 and spent much of her childhood in The City of Clarkston,

WHEREAS, Blanche Hardy loved the outdoors and nature growing up in Clarkston and always yearned to return to those happy early days of her childhood.

WHEREAS, Blanche Hardy's last wishes included for her cremated remains be buried in a living urn and a native dogwood tree planted on it in Clarkston.

BE IT RESOLVED that The Mayor and The City Council of the City of Clarkston Georgia, honor her last wishes by allowing her family and friends to plant a native species tree at Friendship Forest.

BE IT FURTHER RESOLVED that a representative of the family shall sign a memorandum of understanding with the City of Clarkston.

BE IT FURTHER RESOLVED that the tree named Blanche's Tree in her memory.

SO RESOLVED, this _____ day of ________________, 2022.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

____
BEVERLY H BURKS, Mayor

____
City Clerk, Tomika Lewis

____
Stephen G. Quinn, City Attorney

MOU

This memorandum of understanding will be between the City of Clarkston and a representative of the Blanche's family

1 - The City allows to plant a tree urn at no cost to the City for planting and maintenance

2 - The City will allow re-planting of another tree if the tree needs to be replaced at no cost to the City

3- The City is not ceding any rights at the Park

4- The City is not responsible for any damages to the tree

5 - The City will allow the family to install a bench close to the tree at no cost to the City should the family chooses to do so

6 - The bench must be installed on a concrete base and bolted down solidly.

7 - The Bench can be made in memory of Blanche with inscription of the family's choice

8- Other than what is on the bench there should not be any signage on the tree that disturbs the nature of the park usage.

CITY OF CLARKSTON

ITEM NO: 5B

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Work Session

ACTION TYPE:

DISCUSS/REVIEW

MEETING DATE: March 29, 2022

SUBJECT: To discuss the cost estimate from the selected firm of VOLKERT, Incorporated for the SPLOST 09 Professional Engineering Services for the Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements Project.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE: To discuss the cost estimate from the selected firm of VOLKERT, Incorporated for the SPLOST 09 Professional Engineering Services for the Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements Project.

NEED/ IMPACT:
The City of Clarkston requested proposals from qualified engineering design firms to provide engineering design, environmental and utility permitting, right of way plans, surveying, construction plans/specifications, bid documents /manual, and related traffic safety and operational improvements at the Mell Avenue CSX Crossing and adjoining Church and East Ponce de Leon multi-leg intersection.

VOLKERT, Incorporated quote is $484,959.94.

RECOMMENDATIONS:
Staff recommends conditionally approving a contract with VOLKERT, Incorporated in the amount of $484,959.94. Staff will release only $202,986.62 to perform Task Order #1- Concept phase.

VOLKERT

March 16, 2022

Shawanna Qawiy
City Manager
City of Clarkston
City Annex
1055 Rowland Street
Clarkston, GA 30021

SPLOST 09 - Professional Engineering
Services for Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements

Volkert, Inc. is pleased to submit our proposal for **SPLOST 09 - Professional Engineering Services for Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements.**

The design of this project will be in accordance with all the requirements specified in the RFP. The table below details the scope of services and the price.

Phase	Phase Description	Total Fee
	Totals	$ 484,959.94
1	Concept Development	$ 208,986.82
2	Database Preparation	$ 21,692.84
3	Environmental Document	$ 54,820.59
4	Preliminary Plans	$ 107,413.74
5	Right of Way Plans	$ 18,939.39
6	Final Plans	$ 73,106.56

Sincerely Yours,
Volkert, Inc.

Lori G. Kennedy

Lori G. Kennedy
Vice President

CC: Lawrence K. Kaiser, P.E.
President
Collaborative Infrastructure Services, Inc
404-909-5619
www.collaborativeinfrastructure.com

MELL AVE MULTI-LEG OPERATIONAL IMPROVEMENT PROJECT

FEE NEGOTIATIONS – VOLKERT

VOLKERT was asked to prepare a scope of work and fee for the above referenced project. As with POND, the principal requirement for the scope of work was to ensure all permitting and plan development processes and procedures satisfied the FHWA requirements to ensure the project would be eligible for future federal construction funding.

VOLKERT prepared a fee and scope and submitted to staff for review. Staff reviewed the scope and fee. Staff determined the scope of work would satisfy the FHWA requirements for permitting and plan development. The 1st submittal of the fee was in the amount of $571,000. Staff reviewed the fee, which included an analysis of the total hours associated with each phase of a future federally funded construction project; whereby the phases are as follows:

- ✓ Concept Report
- ✓ Database Development
- ✓ Environmental Permitting
- ✓ Preliminary Plans
- ✓ Right-of-Way Plans
- ✓ Final Plans

Staff determined the hours associated with each phase of the project was inconsistent with the hours estimated by staff based on other similar projects. The assessment was also based on staff's experience performing similar tasks.

To prepare for fee negotiations, Staff development the hours for each phase of work and forwarded to its estimate to VOLKERT. After several negotiation sessions, VOLKERT submitted a revised fee of $484,959.

Before VOLKERT submitted their revised fee, staff estimated the fee to be in the range of $456,000 to $510,000.

Staff agreed with VOLKERT's revised fee of $484,959.

Staff recommends that a contract be prepared with VOLKERT to perform design services for the project for the fee of a $484,959.

Staff also recommends that VOLKERT be released for each phase of work on a task order basis with ONLY Task Order #1 - Concept Report, work being performed at this time. The approximate duration to complete this task is 18 months. The rationale for releasing only the Concept Phase is that since this project is not included in the ARC TIP (Transportation Improvement Plan), GDOT will need to be persuaded to approve of the all elements of Concept Report development. The time for the state to perform this work will take longer than usual. A GDOT Program Manager familiar with Clarkston and what the city has accomplished over the years, has informed staff that she will be the "go between" to help shepherd the plans through GDOT staff.

Once the Concept Report is completed, the city will submit an application to ARC for federal construction funding in FY 2023/2024 at which time GDOT will assign a project number (PI#) and the city can then release VOLKERT to continue with Task Orders #2-5.

The anticipated duration for the entire design process; Concept through Final Plans; will be 3 years.

The anticipated date for construction to commence is fall of 2025/spring 2026.

Staff makes note that CSX Permitting will be involved. There is anticipated to be significant review time by CSX due to the proximity of the improvements to RR ROW and the proposed signals. CSX will also require a "Review Fee". Based on the streetscapes CSX fee, staff estimates the fee for this project to be approximately $70,000. Staff will apply for a CSX permit and will present to council CSX's fee and contract upon receipt. This is expected to occur later this year.

Staff further makes note that since limited SPLOST monies remain to fund the entire design cost, this approach of releasing only the Concept Phase is workable within the SPLOST budget. With the possibility that a future county SPLOST could be on the ballot in FY 23, the City would then appropriate funds from its SPLOST allocation (if the SPLOST referendum passes) to complete the remaining design phases including the cities 20% match for construction funding.

Staff estimates the construction cost for the project to be on the order of $2.75 to 3.25M.

<u>Staff Recommendation</u>

Council approve of the total contract fee from VOLKERT in the amount of $484,959 but only release VOLKERT to perform Task Order #1 – the Concept Phase, in the amount of $208,986.82.

CITY OF CLARKSTON

ITEM NO: 6A

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Worksession

ACTION TYPE:

Discussion/Review

SUBJECT: To discuss an alcohol license application by GB License, LLC D/B/A goPuff, a retail delivery shop.

DEPARTMENT: CITY ADMINISTRATION/ALCOHOL REEVIEW COMMITTEE

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE:
The Alcohol Review Committee (ARC) has received and reviewed an application for an alcohol license application for a retail delivery shop to sale and deliver Beer/Wine and Malt beverages. The location to be considered for this alcohol beverage license is 808 Park North Boulevard, Clarkston, GA 30021.

NEED/ IMPACT:
The new owner(s) of the goPuff retail and delivery shop located at 808 Park North Boulevard has made application for an alcohol license for Beer/Wine/Malt beverages to sale and deliver . All required inspections have been performed and the required background check has passed. The city's code compliance officer has reviewed the application and has measured the location and found it does meet minimum distances as defined by the Code.

Per Section 3-58 New licenses (are) permitted for certain designated businesses including (e) a Retail delivery shop.

The ARC has performed a thorough review of the various components to this application.

Under Clarkston Code Sec. 3-53, the City Council is vested with the final authority to grant an alcohol license.

RECOMMENDATIONS:
Staff (ARC) recommends APPROVAL.

New Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper. Holding an alcohol beverage license with the City of Clarkston is a privilege.

☒ New ☐ Amendment

Date: 2/15/2022

Contact Name: Sard & Leff, LLC; Mindy L. Thompson, Esq. Phone: (770) 644-0800

Business/Trade Name: GB License, LLC

D/B/A: goPuff

Business Address: 808 Park North Boulevard, Clarkston, Georgia 30021

Emergency Contact Name: Andrew L. Wilson Jr. Phone: (404) 734-1524

TYPE OF BUSINESS

- ☐ Convenience Store
- ☐ Grocery Store
- ☐ Package Store
- ☐ Manufacturer
- ☐ Specialty Beverage Store
- ☐ Restaurant
- ☐ Wholesale
- ☒ Other: Retail Delivery Shop

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

- ☐ Beer/Malt Beverages $750
- ☐ Wine $750
- ☒ Beer/Wine/Malt Beverages $1,000
- ☐ Distilled Spirits $2,500
- ☐ Wholesale Wine or Beer/Malt $350
- ☐ Wholesale Beer/Wine/Malt $450
- ☐ Wholesale Distilled Spirits (City) $5,000, No location in City $450

☒Administrative (Investigative Application) Fee (applicable to all Licenses) $200.00

Employee Work Permit Initial/Renewal $50.00 (per employee) Must apply Clarkston Municipal Courts Office (404-292-9465

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: GB License, LLC Date of Birth: ____________
Current Address: 537 N 3rd Street, Philadelphia, PA 19123

Name of Agent or Representative (if different from Applicant): Andrew Lee Wilson Jr.
Phone: [redacted]
Address: [redacted]

Address of Applicant (if different for the past 5 years):
[redacted]

Have you ever been arrested? ☐ Yes ☒ No (If yes, explain) N/A

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (LLC)

Has an Occupational Tax Certificate been obtained and paid for at said business? ☒ Yes ☐ No (If not issued by the City of Clarkston please include a copy with application.)

Federal Tax ID Number: [redacted] State Tax ID Number: ____________

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Sealy Park North Investors I, LLC
3004 P.O. Box 74194, Cleveland, OH 44194

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
Rafael Ilishayev	CEO, Treasurer & Assistant Secretary	[redacted]	1201 Chestnut St., Unit 8, Philadelphia, PA 19107	0%
Yakir Gola	President & Secretary	[redacted]	1201 Chestnut St., Unit 1, Philadelphia, PA 19107	0%
GB License Holdings, LLC	Member	[redacted]	454 N 12th Street, Philadelphia, PA 19123	100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☒ Yes ☐ No
Please see attached Exhibit "A" for a list of alcohol licenses held by GB License, LLC in Georgia.

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

City of Clarkston Alcoholic Beverage License Application
GB License, LLC d/b/a goPuff
808 Park North Boulevard, Clarkston, Georgia 30021
Mr. Andrew L. Wilson, Jr., Proposed Agent

EXHIBIT "A"

Related Businesses

Name	**Name and Address of Premises**
GB License, LLC	goPuff - 1000 South Pioneer Drive SE, Smyrna, GA 30082
GB License, LLC	goPuff – 1905 Commerce Road, Athens, GA 30607
GB License, LLC	goPuff - 515 Means Street, Ste. B, Atlanta, GA 30318
GB License, LLC	goPuff – 2233 Faulkner Road NE, Atlanta, GA 30324

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Position	Social Security Number	Address	% of Interest
Andrew Lee Wilson Jr.	Manager	[redacted]	[redacted]	0%

If new application for Retail Sale, attach a surveyor's plat and state the straight line distance from property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

Church: 2,190 Feet School: 510 Feet

Library: 5,950 Feet Public Recreation: 8,500 Feet

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Clarkston. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.

Signature of Applicant or Agent

YAKIR GOLA

Print or Type Name

I certify that YAKIR GOLA (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 30 day of JULY, 2021.

Stephanie Ross

Notary Public

My commission expires on: 2/11/25

Commonwealth of Pennsylvania - Notary Seal
Stephanie Ross, Notary Public
Philadelphia County
My commission expires February 11, 2025
Commission number 1393458
Member, Pennsylvania Association of Notaries

BACKGROUND CHECK OWNERS/MANAGERS

An Alcohol Permit Applications must include a background check for all owners, partners and managers.

Application must be made to the City of Clarkston Police Department, Municipal Courts, 3921 Church Street, Clarkston, GA 30021, (404) 292-9465

Hours: 9:00a.m. to 4:00p.m. Monday through Friday

Fees:
Owner/Manger Permits are $50.00 which includes processing of Criminal History record
Payment Forms: Cash or Credit Card

Name: Andrew L. Wilson Jr. Date: 2/15/2022

Business: GB License, LLC d/b/a goPuff Title: Manager

Are you an Owner or Manager? ☒ Manager ☐ Owner ☐ Partner

If you are an Owner/ Manager have you obtained Personnel Statement from City Hall? ☒ Yes ☐ No
Enclosed

Do you consent to the Clarkston Police Department checking your criminal history? ☒ Yes ☐ No

Have you ever been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. ☐Yes, Please Explain ☒ No

Are you currently serving probation? ☐ Yes, Please Explain ☒ No

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For Official Use Only

City Hall:

Authorized By:________ Date:________ ID Paid: ☐ Yes ☐ No

Police Department:
Criminal History Record Checked? ☐ Yes ☐ No
Applicant is able to obtain Permit? ☐ Yes ☐ No, If no, please state reason for denial.

Permit No. ________

Signed By:________ Date:________ Name:________
Please Print Name

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only	
Type of License: ________________	Business: ____________________
	Address: ____________________
	Telephone: ____________________

Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Clarkston, Georgia to sell or deal in alcoholic beverages or distilled spirits. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 31 and 32, for all owners/managers/assistant managers and must be submitted with every license application.

1. Andrew Lee Wilson Jr. [redacted]
Full Name of Applicant and Address

2. Social Security Number: [redacted]

3. Driver's License Number: [redacted]

4. Date of Birth: [redacted] Place of Birth: Dublin, GA

5. U.S. Citizen A copy of verifiable identification must be provided at the time of application. Copy of driver's license or State photo ID card.
   a. (X) by birth
   b. ( ) Naturalized

   Date: ________ Place: ________ Court: ________
   Petition Number: ________ Certificate Number: ________
   Derived Parent Certificate Number(s) ________
   Alien Registration Number: ________
   Native Country: ________ Date of Port Entry: ________

6. How long have you been a legal resident of Georgia? 5 Years 4 Months

7. Marital Status ( ) Single (X) Married ( ) Widowed ( ) Divorced ( ) Separated

8. If married, give spouse's full name [redacted]

9. Physical Description of Applicant African American Race Male Sex 6'3" Height 245 Weight
   [redacted] Age Black Hair Color Brown Eyes

10. Education and training specific to restaurant/alcohol field. Internal alcohol awareness training. Sales and delivery driver training is required by state law.

11. Have you ever used or been known by any other name ( ) yes (x) No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period which you were known by this name. N/A

13. Are you registered to vote in the state of Georgia ( ) yes (X) No
    County Registered ________ Number of years registered ________

14. For the last calendar year, did you file and pay any County property tax ( ) yes (X) No

15. For the last calendar year, did you file and pay any City property tax ( ) Yes (X) No
Name of City ______

16. Employment record for the past ten (10) years (Give most recent experience first, is self-employed give details)

	From To	Employer	Occupational Duties	Reason for Leaving
a.	10/02/2021 - Present	GB License, LLC	Manager	N/A
b.	Retired United States Army Veteran (20 years)			
c.				
d.				
e.				
f.				
g.				
h.				

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years

	Date From/To	Street	City	State	
a.	2017 - Present	[redacted]	[redacted]	[redacted]	[redacted]
b.	2010 - 2017	[redacted]	[redacted]	[redacted]	[redacted]
c.					
d.					
e.					

18. Military Service (X) Yes ( ) No List Serial Number [redacted] Branch of Service [redacted]

Period of Service 1998 - 2018 Date of Discharge 06/08/2018 Type of Discharge [redacted]

19. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability, or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof within ten (10) years preceding this application? ______Yes __X__No

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.
GB License, LLC d/b/a goPuff

21. Position of applicant in dealer's business. Manager

22. Does applicant have any ownership/profit sharing interest in the business? ( ) Yes (X) No

State annual salary of applicant or the estimated annual profit or compensation derived from this business.

Salary

23. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? ( ) Yes (X) No if yes, explain

24. Do you have any financial or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? ( ) Yes (X) No if yes, give names and locations and amount of interest in each.

25. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this state or outside this state which has not otherwise been disclosed in the statement. ( ) Yes (X) No If yes, explain

26. Have you ever had any financial interest in an alcoholic beverage business which was denied a permit? ( ) Yes (X) No if yes, explain

27. Has any alcoholic beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commission relating to the sale or distribution of distilled spirits? ( ) Yes (X) No If yes, explain

28. Have you ever been denied a bond by a commercial surety company? ( ) Yes (X) No if yes, explain

29. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia. ( ) Yes (X) No

30. Personal References. Give three (3) personal references, not relatives (i.e., former employees, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

Name [redacted]
Residence [redacted]
Business Address
Telephone Number [redacted] Number of years known [redacted]

Name [redacted]
Residence [redacted]
Business Address
Telephone Number [redacted] Number of years known [redacted]

Name [redacted]
Residence [redacted]
Business Address
Telephone Number [redacted] Number of years known [redacted]

31. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached. AW

32. There must be submitted with this personal statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished to the City of Clarkston. Initial here that such fingerprint cards are attached. Police Department will complete.

Verification

I, Andrew L. Wilson Jr. , applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Clarkston license as a dealer in alcoholic beverage and distilled spirits are true, and no false or fraudulent statements or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Clarkston. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just case for invalidation of this statement and any related application. I certify that neither I, nor any of the other owners of the retail or wholesale establishment, nor the manager of such establishment has been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinance in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.

Applicant's Signature (full name in ink)

Andrew L. Wilson Jr.
Applicant's Name (Print or Type)

I certify that Andrew L. Wilson Jr. (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 19 day of January , 2022.

Notary Public

Seal:

ANGELE F. DOLBIER
NOTARY
EXPIRES
GEORGIA
06-25-23
PUBLIC
HENRY COUNTY

CITY OF CLARKSTON
where possibilities grow

FINGERPRINTS
NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (http://gbi.georgia.gov/obtaining-criminal-history-record-information).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (http://gbi.georgia.gov/obtaining-criminal-history-record-information).

PRIVACY ACT STATEMENT
Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

APPLICANT SIGNATURE	1-19-22 DATE
NOTARY SIGNATURE	1-19-22 DATE

SEAL

ANGELE F. DOLBIER
NOTARY
EXPIRES
GEORGIA
06-25-23
PUBLIC
HENRY COUNTY

CITY OF CLARKSTON

where possibilities grow

I authorize DeKalb County Police Department to conduct a fingerprint based criminal history record check of me, as a part of my City of Clarkston alcohol application.
I understand that DeKalb County Police Department will send my fingerprints to the Georgia Crime Information Center for a search of criminal history information in its files and to the Federal Bureau of Investigation for a search of its files when a federal record check is so authorized.
I understand that the electronic results of this fingerprint check will be received by DeKalb County Police Department and forwarded to the agency responsible for determining my suitability for the position for which I have applied.
I further understand that DeKalb County Police Department will not maintain a copy of my record and that DeKalb County Police Department meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.

DeKalb Police Headquarters
3630 Camp Circle, Decatur, GA 30032- ground floor

Monday-Thursday 8:00-11:00am and 1:00 – 4:00pm

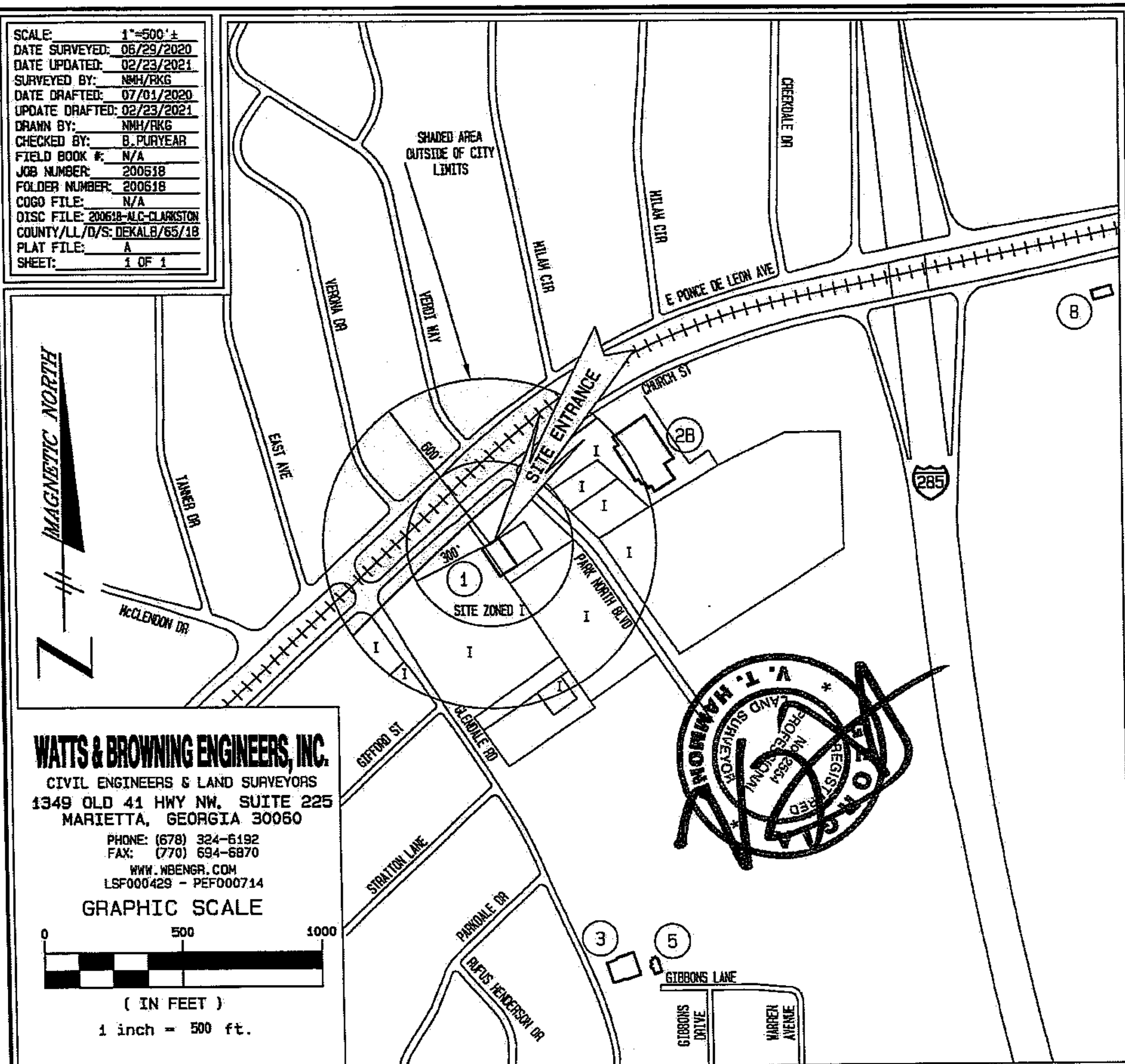
Must bring Photo ID, (Driver's License or US Passport) and $5.00

Name: Andrew L. Wilson Jr.

Signature:

Date: 1-19-22

SCALE:	1"=500'±
DATE SURVEYED:	06/29/2020
DATE UPDATED:	02/23/2021
SURVEYED BY:	NMH/RKG
DATE DRAFTED:	07/01/2020
UPDATE DRAFTED:	02/23/2021
DRAWN BY:	NMH/RKG
CHECKED BY:	B. PURYEAR
FIELD BOOK #:	N/A
JOB NUMBER:	200618
FOLDER NUMBER:	200618
COGO FILE:	N/A
DISC FILE:	200618-ALC-CLARKSTON
COUNTY/LL/D/S:	DEKALB/65/18
PLAT FILE:	A
SHEET:	1 OF 1



WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW. SUITE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-6192
FAX: (770) 694-6870
WWW.WBENGR.COM
LSF000429 - PEF000714

GRAPHIC SCALE

0 500 1000

(IN FEET)
1 inch = 500 ft.

1. **SITE:** GOPUFF
808 PARK NORTH BOUVELARD, CLARKSTOI
2. **SCHOOL:** ATLANTA AREA SCHOOL FOR THE
890 NORTH INDIAN CREEK DRIVE (NOT SHC
4,800 FEET± ROUTE OF TRAVEL, ENTRANCI
4,250 FEET± STRAIGHT LINE, ENTRANCE-PF
2B. **SCHOOL:** GEORGIA HEAD START ASSOCIAT
815 PARK NORTH BOULEVARD
810 FEET± ROUTE OF TRAVEL, ENTRANCE-
510 FEET± STRAIGHT LINE, ENTRANCE-PRC
3. **CHURCH:** LUCAS TEMPLE TRUE CHURCH
679 GLENDALE ROAD
2,190 FEET± ROUTE OF TRAVEL, ENTRANCI
4. **ALC TRT CTR:** DEKALB ADDICTION CLINIC
455 WINN WAY (NOT SHOWN)
1.6 MILES± STRAIGHT LINE, ENTRANCE-ENT
5. **RESIDENCE:** 3318 GIBBONS LANE
2,400 FEET± ROUTE OF TRAVEL, ENTRANCI
6. **LIBRARY:** CLARKSTON PUBLIC LIBRARY
951 NORTH INDIAN CREEK DRIVE (NOT SHC
5,950 FEET± ROUTE OF TRAVEL, ENTRANCI
7. **PARK:** MILAM PARK
3867 NORMAN ROAD (NOT SHOWN)
8,500 FEET± ROUTE OF TRAVEL, ENTRANCI
8. **ESTABLISHMENT SELLING BEER/WINE:** CH
3635 CHURCH STREET
2,610 FEET± ROUTE OF TRAVEL, ENTRANCI

NOTE: FOR THIS SURVEY THE DISTANCES SHC
WERE MEASURED IN ACCORDANCE WITH THE
3-55) BY THE MOST DIRECT ROUTE OF TRAVEL
THE STRUCTURE FROM WHICH ALCOHOLIC BE
LINE TO THE NEAREST PUBLIC SIDEWALK, ST
SUCH PUBLIC SIDEWALK, STREET, HIGHWAY, F
THE BUILDING, OR TO THE NEAREST PORTION

PLAT TO AC

ALCOHOLIC BEVEF

GB LICEI

808 PARK NORT
CLARKSTO

LAND
18TH DI
CITY OF C
DEKALB COUI
JULY
UPDATED: FEE
REVISED SEPT
SCALE

Sec. 3-58. New licenses permitted for certain designated businesses.

After July 3, 2016, new licenses for the retail sale by the package of beer, malt beverages and/or wine may be obtained only for businesses that qualify as a "growler shop," "specialty wine shop," "grocery store" "retail delivery shop" as defined in section and meet the other criteria for a license set forth in this Chapter. "Retail delivery shops" may not obtain or renew such license(s) after December 31, 2022. As used in this section, the following terms shall have the following meanings:

(a) *Growler* means a reusable glass jug, sized 32—64 ounces, used to transport beer for off-premises consumption. The container shall be sealed, on-premises, with a tamper-proof plastic cap.

(b) *Growler shop* means a business engaged primarily in the sale of growlers of beer. A growler shop must offer at least twelve (12) varieties of beer from at least six (6) beer manufacturers for sale by the growler. A growler shop may dedicate up to forty-nine (49) percent of its sales floor space to beer sold by the bottle or can.

(c) *Specialty wine shop* means a business engaged primarily in the sale of wine by the bottle. A specialty wine shop shall offer at least fifty (50) varieties of wine from at least twenty-five (25) wine manufacturers. A specialty wine shop may dedicate up to twenty-five (25) percent of its sales floor space to beer for sale by the bottle or can.

(d) *Grocery store* means a retail establishment which is primarily engaged in the sale of uncooked food, has a total retail floor space of at least ten thousand (10,000) square feet of which at least eighty-five (85) percent is reserved for the sale of food and other nonalcoholic items and conducts all of its sales inside the building containing its retail floor space.

(e) *Retail delivery shop* means a retail establishment which is engaged in the retail sale of food products, household goods and other sundry items, for delivery only, that has a total interior floor area of not more than ten thousand (10,000) square feet and does not admit the general public to its facility.

(Ord. No. 405, § 7, 12-6-16 ; Ord. No. 465 , § 1, 5-4-21)

CITY OF CLARKSTON

ITEM NO: 6B

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE: Worksession

ACTION TYPE: Discussion/Review

SUBJECT: To discuss the change order#38 for SPLOST 04 B & C Pedestrian Enhancement Trailhead and Rowland Street chicanes removal and speed tables installation on Rogers Street.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE:
To discuss the change order #38 for SPLOST 04 B & C Pedestrian Enhancement Trailhead and Rowland Street chicanes removal and speed tables installation on Rogers Street.

NEED/ IMPACT:
A community meeting was held with staff in November 2021 that allowed residents to vent concerns related to the installation of chicanes on Rogers Street.

A traffic study was not conducted at this location, according to the consultant engineer. A public meeting had been held. However, no announcing letters were delivered to the properties notifying property owners of the public meetings held in 2017-2018.

Currently residents are unclear of why Rogers Street was chosen for the chicanes method of traffic calming without their input.

Six (6) chicanes have been approved for installation.
Four (4) chicanes have been installed. Two (2) chicanes are pending installation.
According to residents, chicanes are damaging cars.
Cars are not currently stopping at the Hill Street and Rogers Street stop sign.
Residents are concerned with depreciating property values due to chicane installation.
Residents are concerned about emergency vehicles having access to Rogers Street.
Residents are concerned that the location of the chicanes are too close to residence driveways.

RECOMMENDATIONS:
Staff recommends referring to the Public Safety and Legal Committee for review with residents.

From: Sol Construction LLC
4120 Presidential Parkway, Suite 115
Atlanta, GA 30340

Proposal for Change No. 38

To Owner	**City of Clarkston**	Via	**Owner** **Lawrence K. Kaiser**
Project	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Rowland Street		
Date:	12/7/2021		
Drawings	11/11/2020	Specifications	11/20/2020
Short Description	Roger St Chicanes removal		

Description of change:

Remove four (4) chicanes on Roger St.

Amount of change	$13,748.00
Additional days	0

XXX	We request your approval prior to proceeding with the work.
	We are proceeding with the change listed above based on previous approval.
	Other

Submitted by:

Approved by Engineer/Owner/Contractor

Jose Villegas, Sol Construction

Name:

Date:

Sol Construction
Atlanta, GA

Project:	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Ro
Change Order request no:	38
Date:	12/7/2021
Description:	Roger St Chicanes removal

Recap

Item	Description	Unit	Quanity	Unit Price	Extension	Days
1	Demolition	LS	1.00	$ 8,428	$8,428.00	
500-9999	Class B (Per BID Item)	CY	19.00	$ 280	$5,320.00	
				Total	$13,748.00	

Sol Construction
Atlanta, GA

Project:	SPLOST 04 B & C Pedestrian Enhancements Trailhead &
Change Order request no:	38
Date:	12/7/2021
Description:	Roger St Chicanes removal

Item No	1	Description:		Demolition			
Unit	LS	Quantity	1.00		Unit Price	$8,428	

Materials	Unit	Quantity	Unit Price	Extension
Material disposal	CY	29.00	$12.00	$348
				$0
				$0
				$0
				$0
			Subtotal	$348
		Tax	9%	$31
			Materials	$379

Equipment Rental	Unit	Quantity	Unit Price	Extension
Excavator	day	2.00	$400.00	$800
Skeed steer + Pneumatic Hammer	day	2.00	$360.00	$720
Dump Truck + Driver	hour	8.00	$85.00	$680
			Subtotal	$2,200
		Tax	0%	$0
		Equipment Rental		$2,200

Labor	Unit	Quantity	Unit Price	Extension
Superintendent	HR	10.00	$85.00	$850
Equipment Operator	HR	40.00	$45.00	$1,800
General Labor	HR	60.00	$35.00	$2,100
Skilled Labor	HR		$39.00	
Field Engineer	HR		$75.00	
			Subtotal	$4,750
			Labor	$4,750

Subcontracted Work	Unit	Quantity	Unit Price	Extension
			Subcontract	$0

Additional Days	

Subtotal material, labor and equipment		$7,329
Contractor's Mark Up (M, L, E)	15%	$1,099
Subtotal Subcontractor's work		$0
Contractor's Mark Up (sub)	15%	$0
Subtotal		$8,428
Total		$8,428

ROGERS ST CHICANE REMOVAL AND SPEED TABLE INSTALLATION

Description: Removal of 4 chicanes on Rogers Street and install 6 speed tables; including all the required roadway signage associated with speed table installation

Project Limits: Between North Indian Creek and Market Street

Project Cost:

Removal of 5 chicanes & patch road before resurfacing

- $13,748 (see attached quote)
- $3000 (repair road subgrade where concrete curb was installed)

Installation Speed Tables & Advanced Warning Signage

- $51,750 (see attached quote and specifications)

NOTE: Rogers Street resurfacing to begin in March. Decision regarding the work scope will need to occur by March to avoid delays with the SPLOST 04B&C resurfacing work

(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)
EXHIBIT A

BID SCHEDULE OF ITEMS (1 page)

Contract Scope: Work required under the contract includes furnishing all labor, materials, and equipment for the installation of three (3) Speed Tables, striping & marking of the Speed Tables, associated Speed Table signage and related tasks

City of Clarkston; DeKalb County
MELL AVE TRAFFIC CALMING PROJECT

ITEM NOS.	ITEM DESCRIPTION	QTY	UM	UNIT PRICE	COST
1	Traffic Control	1	LS	$ 3,450.00	$ 3,450.00
2	Provide and Install Asphaltic Concrete Speed Tables; per the specifications provided & Exhibit B	1 2 3	EA	$ 8,050.00 $ 8,050.00 $ 7,475.00	$ 8,050.00 $ 16,100.00 $ 22,425.00
3	Thermoplastic Striping & Markings for Speed Tables; per the specifications provided & Diagram A	3	EA	$ 1,900.00	$ 5,700.00
4	Fabricate and Install Speed Table Signage (Speed Hump, Speed Advisory Plate and Residential Speed Control District); per the specifications provided & Diagram A	2 4 6	EA	$ 1,800.00	$ 3,600.00 $ 7,200.00 $ 10,800.00
				TOTAL BID	**$**

Print Total Bid Price for "A": (print) ____

In compliance with the attached Specification, 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____

ADDRESS____

AUTHORIZED SIGNATURE____

PRINT / TYPE NAME ____

TITLE ____

EXHIBIT B

SPECIFICATIONS

INSTALLING ASPHALTIC CONCRETE SPEED TABLES

1. Paving Speed Humps

The procedure for installing the Asphaltic Concrete Speed TABLE (See DIAGRAM A) shall be as follows:

a) Immediately prior to construction, the Contractor shall thoroughly clean the designated locations of all dirt, loose stone and other debris to the satisfaction of the Engineer.

b) The designated locations shall be tacked, in accordance with Section 413 of the GDOT Standard Specifications, at the rate to be determined by the Engineer or as specified in the specifications. Special care shall be taken to avoid spraying the bituminous tack coat on adjacent curbs, driveways and miscellaneous structures. Contractor will be responsible for all clean up should such overspray occur.

c) Concrete cap blocks shall be set in a straight line, as illustrated in DIAGRAM A. Unless otherwise approved, all cap block placement must start at the centerline extending out. Blocks shall have a rating of3000 PSI in accordance with ASTM C331-04, Lightweight Aggregates and ASTM C90-05, Load Bearing Concrete. Upon request, the Contractor shall provide City of Clarkston with appropriate documentation of certification/testing. Blocks shall be provided on demand to City of Clarkston for testing purposes. All blocks not in compliance with these specifications will be removed and repaired in compliance with our repairing contract, at no cost to the City.

d) Contractor shall place 9.5 mm Asphaltic Concrete (SP, Type II), to the lines and grades specified for the Flat Topped Speed Table, as shown in the attached DIAGRAM A. The placing and rolling operation shall be such that the concrete cap blocks are not displaced, the required compaction is achieved and the final profile and thickness is within 1/4" tolerance of the grade indicated. Any Speed Table whose finished grade exceeds the allowable 1/4" tolerance will be removed and replaced by the Contractor, at no additional cost to the City of Clarkston..

e) The Contractor shall schedule the work such that no “incomplete speed hump (s) exists at the end of any given day; i.e. a speed hump extending across one lane will not be permitted to be left overnight. In addition, all traffic shall be detoured around the speed hump installation work zone during construction and no traffic shall be permitted to utilize the speed hump for a minimum of 2 hours after the Speed Table is completed. Sufficient flagman shall exist to ensure the residential property owners are provided an alternate route as the work occurs. The street network in the project area allows for sufficient alternate routes.

f) Traffic detour plan including signage and flagman locations shall be provided prior to the City issuing a Notice-to-Proceed

g) Speed table tapers shall be 1 foot from edge of pavement (EOP) on all road widths except for road widths of 22' or less. On road widths of 22' or less, the taper shall be 6 inches from EOP. See SIAGRAM A for details.

2. Signs and Markings

a) The contractor shall be responsible for the installation of pavement markings and traffic control signs.

b) All pavement markings shall be thermoplastic and will be supplied by the Contractor. All markings are to contain glass spheres for reflectivity. The dry markings will have a thickness of 90 mils. All pavement markings shall be laid out by the Contractor as shown in DIAGRAM A. Certification of thermoplastic material shall meet Georgia DOT specs section 653, Thermoplastic Traffic Stripe. The application of the thermoplastic material (no pre-made markings) needs to be at 400 degrees.

c) Temporary tape shall be used to identify the center of the speed hump and shall be removed when the thermoplastic striping occurs.

d) Thermoplastic striping shall occur no sooner than 3 days and no greater than 7 days after the speed humps are installed. The time period begins at the completion of the last speed hump.

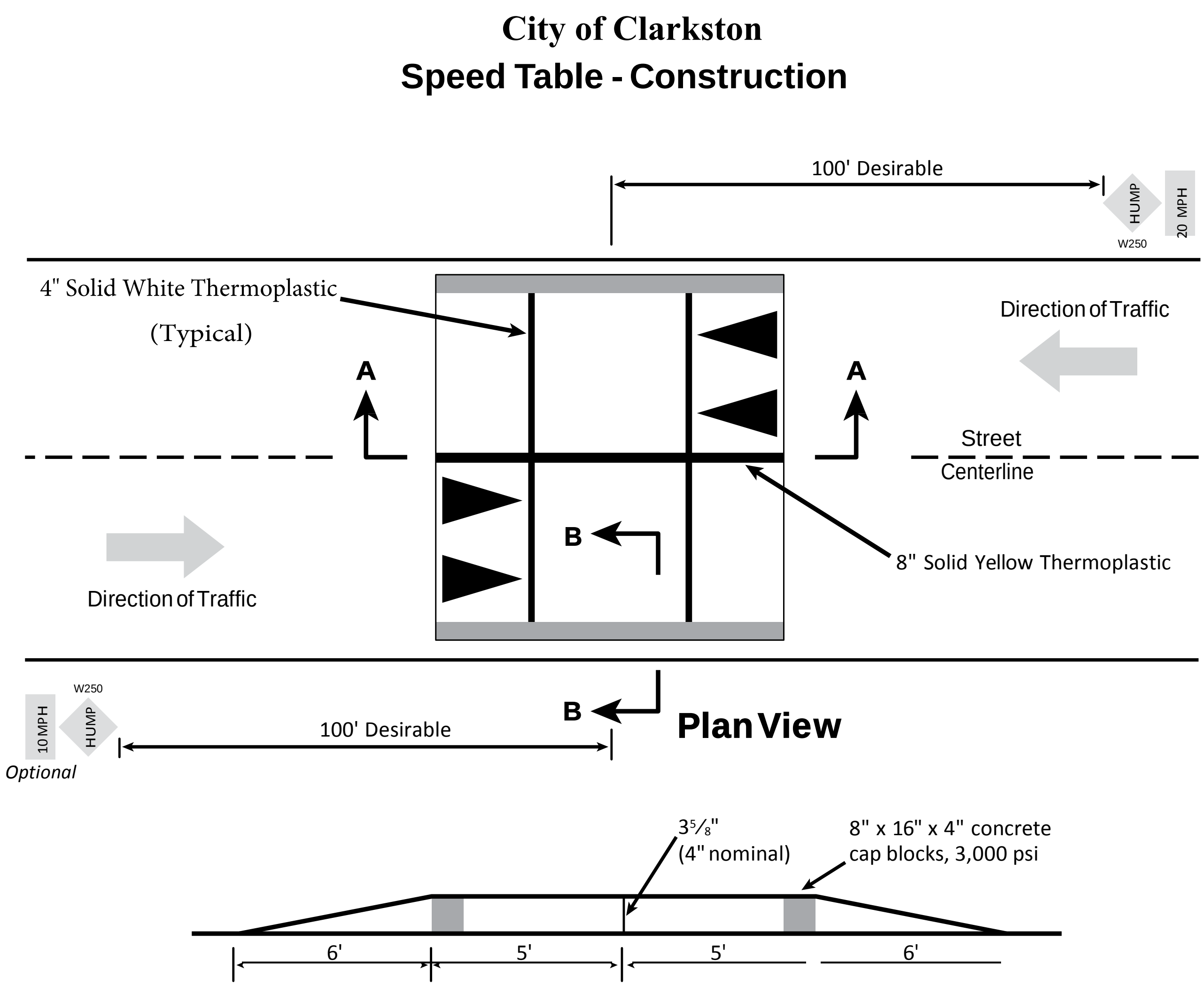
e) The contractor shall place one (1) "Residential Traffic Calming District" sign” on each approach to the Mell Ave speed table area. The “Residential Traffic Calming District” Signs (2) shall be installed by Contractor or Sub-Contractor no sooner than forty-eight (48) hours and no later than seventy-two (72) before **<u>the first</u>** speed table installation occurs.

f) A ‘Speed Hump” sign shall be installed on each approach to a speed hump. The installation of these signs shall occur after completion of **<u>each</u>** hump on any given day.

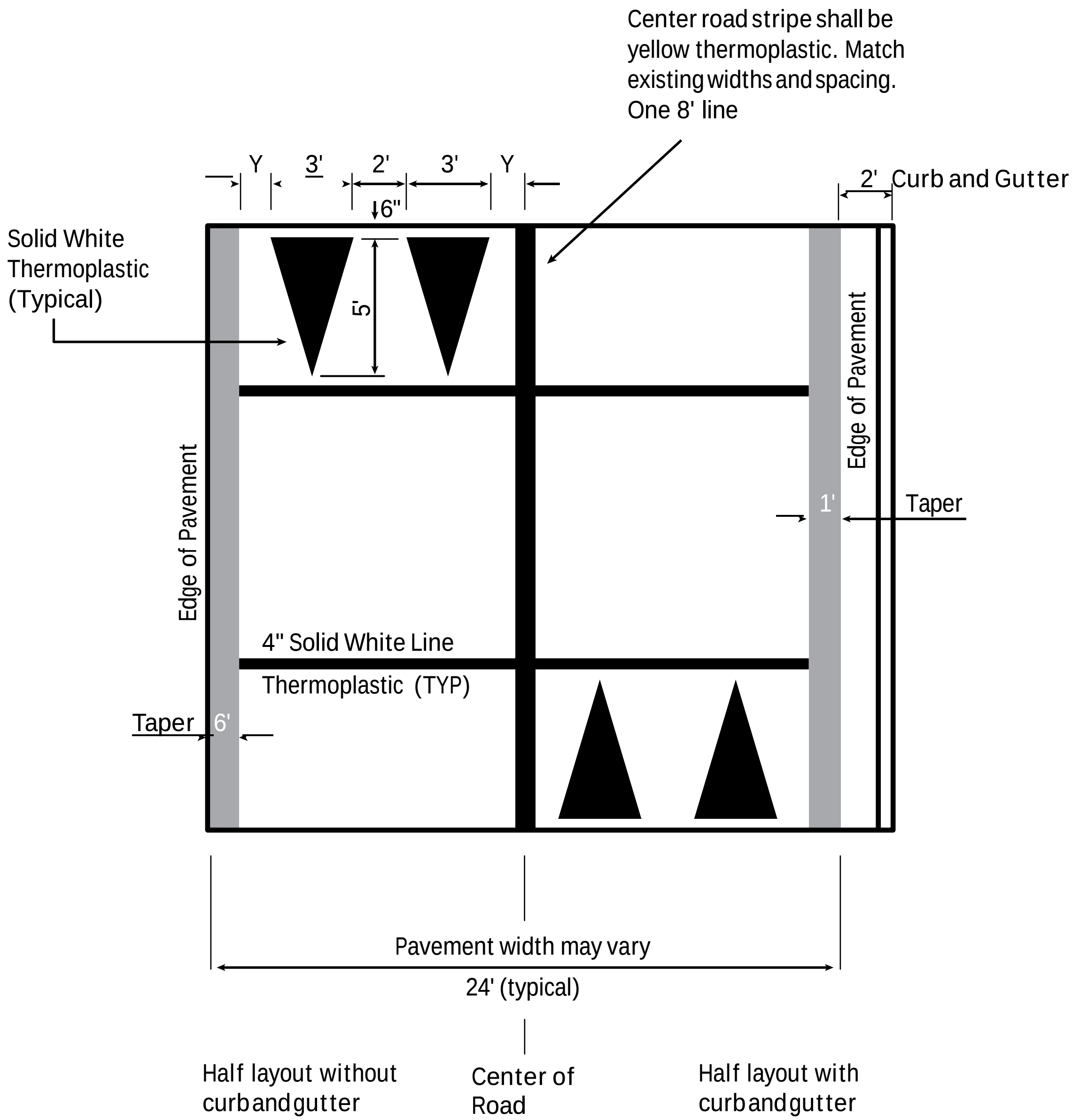
g) Posts shall be driven into ground, not set in concrete.

g) Each signpost bolt must be made theft-proof. The two common methods are hammering down the threads or alternating the thread to prevent removal of bolts.

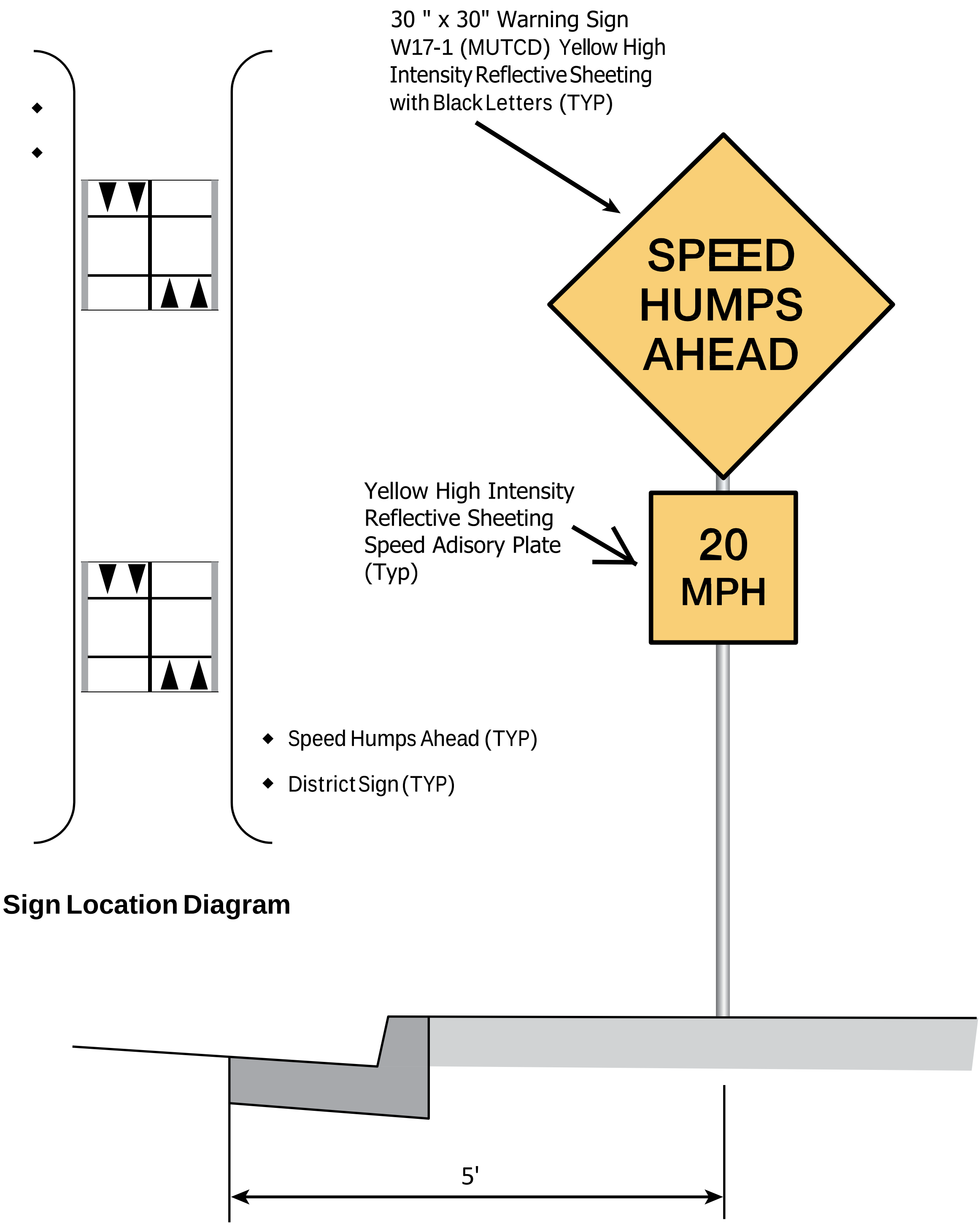
DIAGRAM A


City of Clarkston
Speed Table - Construction
100' Desirable
HUMP
20 MPH
W250
4" Solid White Thermoplastic
(Typical)
Direction of Traffic
A
A
Street
Centerline
B
8" Solid Yellow Thermoplastic
Direction of Traffic
W250
10 MPH
HUMP
B
100' Desirable
Plan View
Optional
3 5/8"
(4" nominal)
8" x 16" x 4" concrete
cap blocks, 3,000 psi
6'
5'
5'
6'

Speed Table - Pavement Marking Details



Speed Table – Signage Layout



CITY OF CLARKSTON

ITEM NO: 6C

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Worksession

ACTION TYPE:
Discussion/Review

SUBJECT: To discuss amending Chapter 9.5 of the City Code of Ordinance regarding Service Stations and Article 11 Convenience Stores

DEPARTMENT: PLANNING ECONONMIC AND DEVELOPMENT

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Yterenickia Bell
Councilperson
PHONE NUMBER: 404-296-6489

PURPOSE:
To discuss 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 and to exempt convenience stores that maintain video surveillance systems from limited hours of operation and other purposes.

NEED/ IMPACT:
According to section 9.5-55. Hours of operation *No service station shall operate between the hours of 12:00 midnight and 6:00 a.m.*

According to Article IV -Definitions *A convenience store is any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area of less than two thousand (2,000) square feet.*

RECOMMENDATIONS:
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 EXEMPT CONVENIENCE STORES THAT MAINTAIN VIDEO SURVEILLANCE SYSTEMS FROM LIMITED 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, there have been two shootings at convenience stores within the City just in the past several weeks; and

WHEREAS, the City Council intends to protect the public health, safety and welfare of residents, visiotrs 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 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.

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 has in place an active VSS system in compliance with this Article.

Section 11-173. Convenience stores with VSS may operate 24 hours per day.

A convenience store that maintains an active VSS system compliant with the specifications of this Article is exempt from Section 11-172 and may operate 24 hours per day so long as the VSS system is active and operational."

<u>SECTION 3</u>. Any provision of the City Code in conflict with this ordinance is hereby repealed to the extend necessary to give effect to this ordinance.

<u>SECTION 4</u>. This ordinance shall become effective __________.

<u>SECTION 5</u>. 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 ______________, 2022.

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: 6D

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE: Worksession

ACTION TYPE: Discussion/Review

SUBJECT: To discuss change order #42 for SPLOST 04 B & C Rowland Street Road Diet Project/Local Maintenance Improvement Grant paving project.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE:
To discuss change order #42 for SPLOST 04 B & C Rowland Street Road Diet Project Local Maintenance Improvement Grant paving project.

NEED/ IMPACT:
From 2019 to 2021, the City requested that the Georgia Department of Transportation(GDOT Local Maintenance Improvement Grant (LMIG) funding for three (3) years (2019-2021) is saved until which time SPLOST 04 B & C could be advertised for bids, contract awarded, and work performed as identified in the LMIG applications.

The FY 2018-2019, 2019-2020 and 2020-2021 LMIG applications included various improvements within the SPLOST 04B&C Rowland St Road Diet project. The December 2021 LMIG application included various roads for resurfacing; Clarkston Industrial Blvd, Vaughan Street (Montreal Rd. to dead end), Rogers Street, Market Street (Rogers St. to Rowland St.) and Carrol Park Drive. Carroll Park drive resurfacing was previously included in SPLOST 08 contract at $75,000. The Rogers Street milling and resurfacing is included in the SPLOST 04B&C Rowland Street Road Diet contract at $125,000.

The total LMIG collected for the three (3) years is $276,493.73. GDOT requires a 30% from the local government. The minimum required project cost shall be $ 359,440.90. The total cost of all five (5) paving resurfacing road projects is in excess of $360,000.

The SOL Construction Company submitted change order #42 to perform pavement repairs, mill, and resurface Vaughan Street, Clarkston Industrial Blvd, and Market Street. This includes reconstructing an existing driveway apron on Clarkston Industrial Blvd with concrete.

Change order #42 amount is $143,916.

RECOMMENDATIONS:
N/A

From: Sol Construction LLC
4120 Presidential Parkway, Suite 115
Atlanta, GA 30340

Proposal for Change No. 42

To Owner	**City of Clarkston**	Via	**Owner** **Lawrence Kaiser**
Project	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Rowland Street		
Date:	3/21/2022		
Drawings	Rogers St, Rowland St, and Methodist Church Parking Lot.	Specifications	
Short Description	ROWLAND STREET CHANGE ORDER LMIG 2021 (Paving Vaughan Street, Clarkston Industrial Blvd)		

Description of change:
Paving Vaughan Street, Clarkston Industrial Blvd. Includes driveway and repairs

Amount of change	$143,916.00
Additional days	10

XXX	We request your approval prior to proceeding with the work.
	We are proceeding with the change listed above based on previous approval.
	Other

Submitted by:

Jose Villegas, Sol Construction

Approved by Engineer/Owner/Contractor

Name: Date:

Sol Construction
Atlanta, GA

Project:	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Rowla
Change Order request no:	42
Date:	3/21/2022
Description:	ROWLAND STREET CHANGE ORDER LMIG 2021 (Paving Vaughan Street, Clarkston Industrial Blvd)

Recap

Item	Description	Unit	Quanity	Unit Price	Extension	Days
ITEM	DESCRIPTION OF WORK	UNIT	ESTIMATED	UNIT PRICE	TOTAL	
150-1000	TRAFFIC CONTROL (REPAVING)	LS	1.00	$6,325.00	$6,325	10
151-1000	MOBILIZATION/ GRADING COMPLETE (REPAVING)	LS	1.00	$13,600.00	$13,600	
210-0250	UNDERCUT EXCAVATION WITH (8-12 INCHES OF COMPACTED GAB)	CY	14.00	$300.00	$4,200	
402-3103	RECYCLED ASPH CONC 9.5 MM TYPE 2, INCL BITUM MATL & H LIME 135 LB/SY (VAUGHAN STREET)	TN	70.00	$230.00	$16,100	
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME 220 LB/SY (CLARKSTON IND BLVD)	TN	280.00	$217.00	$60,760	
432-0205	MILL ASPH CONC PVMT, VARIABLE DEPTH (1.5 - 2 INCHES)	SY	3,300.00	$9.00	$29,700	
441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	140.00	$72.50	$10,150	
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 INCH, YELLOW	LF	1,600.00	$1.50	$2,400	
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 INCH, WHITE	LF	30.00	$7.50	$225	
653-1804	THERMOPLASTIC SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	LF	57.00	$8.00	$456	
		-	-			
				Total	$143,916.00	10

CITY OF CLARKSTON

ITEM NO: 6E

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Worksession

ACTION TYPE:

Discussion/Review

SUBJECT: To discuss change order #44 for SPLOST 04 B & C Rowland Street Road Diet Project/Paving of Hill Street

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE:
To discuss change order #44 for SPLOST 04 B & C Rowland Street Road Diet Project /paving of Hill Street.

NEED/ IMPACT:
This is a request to add the milling, resurfacing, and striping back into the project scope of the SPLOST 04 B & C Rowland Street Road Diet Project as a change order. The striping work would include double yellow centerline striping.

City Council removed Hill Street from the SPLOST 04 B & C Rowland Street Road Diet project in early 2021. The scope of work in the bid package included resetting granite curb, asphalt milling, resurfacing, striping for angled parking on the east side of Hill Street and a raised landscaped median.

Hill Street requires milling and resurfacing. Additionally, Rogers Street and Rowland Street will be resurfaced and thus excluding Hill Street from resurfacing will appear as an “incomplete” SPLOST project.

The change order #44 quoted amount is $49,360.

RECOMMENDATIONS:
N/A

From: Sol Construction LLC
4120 Presidential Parkway, Suite 115
Atlanta, GA 30340

Proposal for Change No. 44

To Owner	**City of Clarkston**	Via	**Owner** **Lawrence K. Kaiser**

Project	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Rowland Street		
Date:	3/21/2022		
Drawings	Rogers St, Rowland St, and Methodist	Specifications	
Short Description	Paving and Striping on West Hill Street		

Description of change:
Paving and Striping on Hill Street from Rowland to Rogers Street

Amount of change	$49,360.00
Additional days	0

XXX	We request your approval prior to proceeding with the work.
	We are proceeding with the change listed above based on previous approval.
	Other

Submitted by:

Jose Villegas, Sol Construction

Approved by Engineer/Owner/Contractor

Name: Date:

Sol Construction
Atlanta, GA

Project:	SPLOST 04 B & C Pedestrian Enhancements Trailhead & Row
Change Order request no:	44
Date:	3/21/2022
Description:	Paving and Striping on West Hill Street

Recap

Item	Description	Unit	Quanity	Unit Price	Extension	Days
1	Traffic Control (Repaving)	LS	1	$ 3,680	$ 3,680.00	
2	Mobilization (Repaving)	LS	1	$ 2,875.0	$ 2,875.00	
3	1.5" 9.5mm Asph Conc Pvmt	TON	70	$ 317.00	$ 22,190.00	
4	Mill Asph Conc Pvmt, 1 1/2 in Depth	SY	1015	$ 15.00	$ 15,225.00	
5	Thermoplastic Solid Traf Stripe, 5 in, White	LF	400	$ 6.00	$ 2,400.00	
6	Thermoplastic Solid Traf Stripe, 5 in, Yellow	LF	360	$ 6.00	$ 2,160.00	
7	Thermoplastic Solid Traf Stripe, 24 in, White	LF	15	$ 18.00	$ 270.00	
8	Thermoplastic Solid Traf Stripe 8 in Crosswalk, White	LF	40	$ 14.00	$ 560.00	
				Total	$49,360.00	

CITY OF CLARKSTON

ITEM NO: 6F

CLARKSTON CITY COUNCIL MEETING WORKSESSION

BUSINESS AGENDA / MINUTES

MEETING DATE: March 29, 2022

HEARING TYPE:
Work session

ACTION TYPE:
Discussion/Review

SUBJECT: To discuss change order #3 for SPLOST 08 Market Street Resurfacing and Sidewalk expansion project.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE:
To discuss change order #3 for SPLOST 08 Market Street Resurfacing and Sidewalk expansion project.

NEED/ IMPACT:
There is a disconnect between a sidewalk project that is currently underway on Market Street.
The current change order(#3) is for an expansion on the scope of work on Market Street (Rogers Street to Rowland Street) as follows;

New sidewalk on the west side of Market Street with 18 inch grass (sod) beauty strip.
Reduce width of sidewalk to 4 feet at existing hardwood tree, minimize land disturbance in critical root zone area and install pervious rubberized asphalt sidewalk within critical root zone area – seek assistance from city tree arborist for specifics
Reset granite curb.
Mill existing asphalt to remove deteriorated pavement.
Resurface with 1.5 inches of asphalt.
Reconstruct pedestrian ramp at corner of Rogers Street and Market to meet ADA standards for proposed new sidewalk and to avoid the existing power pole
One driveway concrete apron within city ROW - 12 feet wide
New pedestrian ramp at SE corner of Rowland and Market Street
New pedestrian ramp NE corner of Rowland and Market Street
Temporary removal/relocation of mailbox during construction
Restripe crosswalk on east side of Market at Rowland intersection and new crosswalk on west side of intersection.

Temporary driveway and temporary construction easements are required from the property owner before work commences.

Change Order #3 is quoted in the amount of $66,701.45.

RECOMMENDATIONS:
N/A

805 Progress Court, Suite A, Lawrenceville, GA 30043.

CITY OF CLARKSTON			**CONTRACTOR:**
PROJECT #:	SPLOST 08		OHMSHIV CONSTRUCTION, LLC
PROJECT:	Market Street Resurfacing and Sidewalks		805 PROGRESS CT, STE A
LOCATION	Between Rowland St. to Rogers St.- Clarkston		LAWRENCEVILLE, GA 30043
CONTACT:	Mr. Larry Kaiser (kaiser@co-infra-services.com)		P: 678-832-9351 FAX: 404 410 4936

RE: CHANGE ORDER PROPOSAL REQUEST FOR ADDITIONAL WORK BETWEEN ROGERS ST. & ROWLAND ST. AS BELOW

03/21/22

Item #	**GDOT #**	**Description**	**Qty.**	**Unit**	**Price per unit**	**Amount**
	150-1000	TRAFFIC CONTROL	1.00	LS	$ 6,250.00	$ 6,250.00
	210-0100	GRADING COMPLETE	1.00	LS	$ 19,775.00	$ 19,775.00
	402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	97.00	TN	$ 134.20	$ 13,017.40
	413-0750	TACK COAT, .10 GAL/SY	93.00	GAL	$ 6.77	$ 629.61
	432-0210	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	980.00	SY	$ 4.68	$ 4,586.40
	441-0016	6" CONCRETE DRIVEWAY CLASS B W/ FIBER MESH	14.00	SY	$ 65.00	$ 910.00
	441-0104	CONC. SIDEWALK, 4 IN	98.00	SY	$ 32.73	$ 3,207.54
	441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D (includes detectable warning surface truncated dome - yellow)	2.00	EA	$ 1,100.00	$ 2,200.00
	500-9999	CLASS B CONC. BASE (for granite curb reset)	14.00	CY	$ 264.00	$ 3,696.00
	611-5280	RESET GRANITE CURB	330.00	LF	$ 7.70	$ 2,541.00
	653-1804	THERMO SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	265.00	LF	$ 3.30	$ 874.50
	700-9300	SOD	30.00	SY	$ 8.80	$ 264.00
	NA	RUBBERIZED SIDEWALK (spec req'd)	75.00	SY	$ 50.00	$ 3,750.00
	NA	Owners Contingency	1.00	LS	$ 5,000.00	$ 5,000.00
		TOTAL AMOUNT FOR CHANGE ORDER #3				**$ 66,701.45**

SIXTY SIX THOUSAND SEVEN HUNDRED ONE DOLLARS AND 45/100 CENTS

GENERAL NOTES:

1	THE ABOVE CHANGE ORDER REQUEST IS BASED ON EMAIL DATED 03/16/2022 FROM MR. KAISER.
2	PAYMENTS WILL BE MADE UPON FINAL MEASUREMENTS
3	CONTRACTOR IS REQUESTING 30 ADDITIONAL DAYS FOR THIS CHANGE ORDER WORK