CITY OF CLARKSTON
where possibilities grow
3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:
Debra Johnson-Vice Mayor *Awet Eyasu*
Yterenickia Bell *Laura Hopkins*
Jamie Carroll *Susan Hood*
Shawanna N. Qawiy, City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, April 25, 2023 - 7:00PM
IN-PERSON/ HYBRID

1. **CALL TO ORDER**

2. **ROLL CALL**

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

4. **PRESENTATION/ ADMINISTRATIVE BUSINESS**
   - **A.** Presentation from the University of Georgia School of Public and International Affairs: GMA Practicum Project: Clarkston Community Outreach.
   - **B.** Employee Recognitions: Clarkston Police Department Sergeant R. Koirala, Officer R. Dillard, Officer S. Smith, and Hakeem Ayuba in the Public Works Department.

5. **OLD BUSINESS**
   - **A.** To discuss amending the Clarkston Zoning Ordinance and Maps.

6. **NEW BUSINESS**
   - **A.** To discuss amending the zoning map to rezone the properties located at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 004), 600 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from NR-CD Neighborhood Residential Community Development District to TC Town Center.
   - **B.** To discuss approving a contract with Brittany Trammell for Solicitor for the City of Clarkston.
   - **C.** To discuss approving a renewed contract with Sears Pool Management Consultants, Incorporated for $61,200.
   - **D.** To discuss adopting a Civility Resolution for the City of Clarkston.
   - **E.** To discuss codifying the public comment process for City Council Work Session and City Council Regular City Council meetings.
   - **F.** To discuss a resolution to deny the claim asserted by claimant Larry McClam.
   - **G.** To discuss amending the adopted 2023 City Council Meeting Schedule to change the June 27, 2023, City Council Work Session meeting to June 29, 2023.
   - **H.** To discuss adopting a resolution for Georgia Cities Week for the City of Clarkston.

7. **EXECUTIVE SESSION**

8. **ADJOURNMENT**

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, April 25, 2023. The public may participate in the meeting in-person or by using the following information below:

https://us02web.zoom.us/j/83865605747?pwd=ZlN3T2c4ekxVL0FpZ253Z2Zua0VzUT09

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
Meeting ID: 838 6560 5747
Find your local number: https://us02web.zoom.us/u/keIqQ4mKw7

CITY OF CLARKSTON

ITEM NO: 4A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Presentation

MEETING DATE: April 25, 2023

SUBJECT: The University of Georgia, Department of Public Administration and Policy/School of Public and International Affairs has agreed to participate in the Georgia Municipal Association Local Government Practicum program to provide recommendations for inclusive outreach strategies for more public feedback and community communication.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT: Administration/ Planning Economic and Development

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

ATTACHMENTS: ☒YES ☐ NO
Pages:

PURPOSE: To allow the University of Georgia, Department of Public Administration and Policy/School of Public and International Affairs students to present their findings related to an inclusive community outreach plan for the City of Clarkston.

NEED/ IMPACT: The City of Clarkston applied for the Georgia Municipal Association Local Government Practicum program to allow students to develop an inclusive community outreach plan. The students were asked to research, analyze, and provide recommendations on how to be more inclusive in outreach strategies to allow for more public feedback and community communication.

The city is seeking to determine alternative methods that will include feedback from our diverse residents and how the government works.

RECOMMENDATION:
N/A

Georgia Municipal Association Local Government Practicum

Memorandum of Understanding between Graduate Student, Local Government Client, and GMA Staff

Purpose:

The purpose of this agreement is to facilitate a formal relationship between Mihui Lee, Student at (University/College) University of Georgia, (City/Entity City of Clarkston (hereinafter "Client"), the faculty Advisor at (University/College) University of Georgia for the Practicum (hereinafter, "Advisor") and Georgia Municipal Association, Inc. staff (hereinafter "GMA") that will allow the Client to receive the best possible research product from the Student. Collectively, the Client, the Advisor, and GMA shall be hereafter referred to as the "Parties".

Agreement:

A. The Student agrees to:
   1. Regularly contact pursuant to an agreed upon schedule via phone and email or other communication method the Client, Advisor and GMA regarding the status of the project, providing progress updates as necessary to facilitate completion of the project;
   2. **No later than two weeks** after the project starts, have met with the Client to outline the scope of the project and provide a written, mutual agreement on the project deliverable(s) and each of their deadlines throughout the semester;
   3. Meet with the Client a **minimum of five times** during the semester to discuss the project, in whichever mode of communication (face-to-face, virtual, hybrid, etc.) is agreed upon by the Student, Client, Advisor, and GMA; and
   4. Prepare and submit each agreed-upon deliverable(s) by the stated deadline, which may include a final, in-person or virtual presentation of research findings before the city;

B. The Client agrees to:
   1. Identify the appropriate staff person or persons to work with the Student throughout the semester to facilitate completion of the project;
   2. **No later than two weeks** after the project starts, have met with the Student to outline the scope of the project and provide a written, mutual agreement on the project deliverable(s) and each of their deadlines throughout the semester.

3. Meet with the Student a **minimum of five times** during the semester to discuss the project, in whichever mode of communication (face-to-face, virtual, hybrid, etc.) is agreed upon by the Student, Client, Advisor, and GMA; and
4. Attend (or send a representative to attend) the final project presentation.

C. The Advisor agrees to:
   1. Provide timely feedback and guidance to the Student on the project as needed throughout the semester;
   2. Meet with the Student at least bi-weekly during the semester to discuss the project, in whichever mode of communication (face-to-face, virtual, hybrid, etc.) is agreed upon by the Student and the Advisor;
   3. Contact or meet with GMA and Client as necessary to facilitate progress on project; receiving and providing feedback as necessary and applying such feedback as necessary to further progress on the project;

D. GMA agrees to:
   1. Facilitate communication between the Student and Client;
   2. Provide timely feedback and guidance to the Student on the project as needed throughout the semester;
   3. Set up a **minimum of two check-ins** with the Student, Client, and Advisor in whichever mode of communication (face-to-face, virtual, hybrid, etc.) is agreed upon by the Student, Client, Advisor, and GMA during the semester to discuss progress on the project; and
   4. Make arrangements for the final project presentation and invite GMA staff and other stakeholders, including municipal officials, to attend this meeting.

E. The Parties agree that:
   1. The mutual agreement on the project deliverables shall be attached to this agreement as an **Exhibit A**.
   2. Any deliverables produced by the stated deadline shall be attached to this agreement as an **Exhibit B**.

F. Ownership of Project Product:

When Student creates content that is specific to Client as a result of this Agreement ("Work Product"), the Work Product belongs solely to Client. Work Product includes, but is not limited to, all unique correspondence with Client about the Project described in Exhibit A and produced in Exhibit B. Work Product shall be the exclusive property of Client, for whatever use Client deems appropriate. Student hereby transfers and assigns all rights in the Work Product to Client. Student also agrees to waive and not assert any moral rights he or she may have in such works. Student shall provide all assistance reasonably requested by Client in the establishment, preservation, and enforcement of its rights in such Work Products, without any additional compensation to Student. Student agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the Work Products, including without limitation all rights of approval, restriction or limitation on use or subsequent modifications. Student is hereby granted a limited license to use the Work Product for his or her records, to utilize as a reference, and as may otherwise be agreed upon by the Student and the Client. Student retains all rights to intellectual property it owned before the Effective Date and all intellectual property it creates other than "Work Product."

G. Contact Information:

1. Student:	(Name)	Mihui Lee
	(University)	University of Georgia
	(Email)	Mihui.Lee@uga.edu
	(Phone)	(678)-790-9745
2. Client:	(Name and Title)	Shawanna Qawiy, City Manager
	(City/Entity)	City of Clarkston
	(Address)	1055 Rowland Street Clarkston, Georgia 30021
	(Email)	sqawiy@cityofclarkston.com
	(Phone)	(O) 404-296-6489 EXT. 421
3. Advisor:	(Name and Title)	Taesik Yun
	(University/College)	University of Georgia
	(Address)	Baldwin Hall 411 355 S. Jackson Street | Athens, GA 30602

(Email) tyun@uga.edu

(Phone) Office: (706)-542-0165 | Mobile: (706)-248-0674

4. GMA: Claire Chan, Senior Research Analyst

Georgia Municipal Association, Inc.

201 Pryor Street, SW

Atlanta, Georgia 30303

cchan@gacities.com

(678) 686-6246

H. Termination:

This agreement shall remain in effect until the end of the university semester: May 12, 2023.

Authorization:

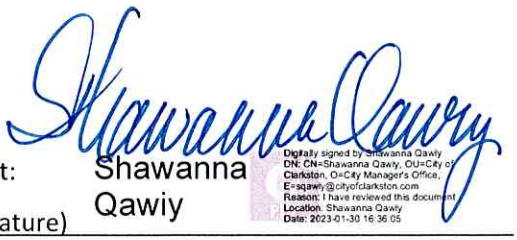
Student:
(Signature) L.M.H Mihui Lee Date: 1/27/2023

(Name) Mihui Lee

Advisor:
(Signature) Taesik Yun Digitally signed by Taesik Yun Date: 2023.01.27 11:52:09 -05'00' Date: 1/27/2023

(Name) Taesik Yun

Client: Shawanna Qawiy

(Signature) 

Date: 01.30.2023

(Name) Shawanna Qawiy

GMA:

(Signature) Claire Chan

Date: 3/6/2023

(Name) Claire Chan

Georgia Municipal Association Local Government Practicum

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	(Phone)	(O) 404-296-6489 EXT. 421
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Client:
(Signature) Shawanna Qawiy Date: 1-30-23
(Name) Shawanna Qawiy

GMA:
(Signature) Claire Chan Date: 3/6/2023
(Name) Claire Chan

Georgia Municipal Association Local Government Practicum

Memorandum of Understanding between Graduate Student, Local Government Client, and GMA Staff

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G. Contact Information:

1. Student:	(Name)	Moonseok Choi
	(University)	University of Georgia
	(Email)	mschoi@uga.edu
	(Phone)	(706) 254-1192
2. Client:	(Name and Title)	Shawanna Qawiy, City Manager
	(City/Entity)	City of Clarkston
	(Address)	1055 Rowland Street Clarkston, Georgia 30021
	(Email)	sqawiy@cityofclarkston.com
	(Phone)	(O) 404-296-6489 EXT. 421
3. Advisor:	(Name and Title)	Taesik Yun
	(University/College)	University of Georgia
	(Address)	Baldwin Hall 411 355 S. Jackson Street | Athens, GA 30602

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4. GMA: Claire Chan, Senior Research Analyst

Georgia Municipal Association, Inc.

201 Pryor Street, SW

Atlanta, Georgia 30303

cchan@gacities.com

(678) 686-6246

H. Termination:

This agreement shall remain in effect until the end of the university semester: May 12, 2023.

Authorization:

Student: (Signature) Moonseok Choi Date: 1/26/2023

(Name) Moonseok Choi

Advisor: (Signature) Taesik Yun Digitally signed by Taesik Yun Date: 2023.01.27 11:53:09 -05'00' Date: 1/27/2023

(Name) Taesik Yun

Client:

(Signature) Shawanna Qawiy Date: 1.30.23

(Name) Shawanna Qawiy

GMA:

(Signature) Claire Chan Date: 3/6/2023

(Name) Claire Chan

Georgia Municipal Association Local Government Practicum

Exhibit A (to be attached to signed MOU)

Project Description

The City of Clarkston needs assistance in developing an inclusive community outreach plan. Students will be asked to research, analyze and provide recommendations on how to be more inclusive in outreach strategies to allow for more public feedback and community communication.

The City of Clarkston is the most diverse community in the State of Georgia. With technology at the forefront of interactions, we would like to determine alternative methods that will include feedback from our diverse residents and how government works. (processes, policies, and procedures)

Expected Deliverables

We would expect the project deliverables in a full report that will be presented by the team via powerpoint presentation to the Mayor and City Council.

CITY OF CLARKSTON

ITEM NO: 4B

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Presentation

MEETING DATE: April 25, 2023

SUBJECT: Employee Recognitions for Clarkston Police and Public Works Departments.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT:
Administration/Police and Public Works Departments

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

ATTACHMENTS: ☐ YES ☐ NO
Pages:

PURPOSE: To recognize the hard work and dedication of city employees in the police and public works departments who have chosen to go above and beyond the call of duty and regular working hours to make the City of Clarkston great.

NEED/ IMPACT: It is important to keep our employees motivated and encouraged to continue to be the best that they can be. It is also important to provide support and guidance by offering opportunities for (public) recognition that will showcase their outstanding performances, dedication, and service to the City of Clarkston.

Therefore, the Administration along with the support of the respective departments and the Mayor and City Council would like to recognize the selfless work of Sergeant R. Koirala, Officer R. Dillard and Officer S. Smith for the kindness and sensitivity they bestowed upon a resident. Also, to Hakeem Ayuba who had the tenacity to go above and beyond to keep the city looking its best.

RECOMMENDATION:
N/A

CITY OF CLARKSTON

ITEM NO: 5A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE: Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE: Discussion

MEETING DATE: April 25, 2023

SUBJECT: To discuss amending the Clarkston Zoning Ordinance and maps.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT: Planning Economic and Development

INFORMATION CONTACT: **Shawanna Qawiy, City Manager**

PHONE NUMBER: 404-296-6489

ATTACHMENTS: ☒YES ☐ NO

Pages:

PURPOSE: To discuss amending the Clarkston Zoning Ordinance and maps.

NEED/ IMPACT: At the scheduled City Council meeting on April 4, 2023 the City Council voted to defer the council vote on amending the Clarkston Zoning Ordinance and maps until the May 2, 2023 Regular City Council meeting.

The zoning ordinance establishes zoning districts that specify permitted uses, building standards and regulations that apply to different types of properties. Amendments to the zoning ordinance and maps are to increase the ease, impact, purpose, and intent of the local laws and regulate land use and development within the city. The impact of the amendments will include the nature and scope of the changes and the views and concerns of the community.

RECOMMENDATIONS:

Planning and Zoning Board:

March 21, 2023. The Planning and Zoning Board recommended to deny the amendments to the Clarkston Zoning Ordinance and maps.

City Council:

April 4, 2023: City Council voted to defer this item until the May 2, 2023, Regular City Council meeting.

PLANNING & ZONING BOARD MEETING

CITY OF CLARKSTON
where possibilities grow

APRIL 18, 2023, 7:00 PM
ZOOM

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MARCH 2023 MEETING MINUTES.

D. OLD BUSINESS

1. **PUBLIC HEARING:** The Mayor and City Council will consider amending the zoning map to rezone the properties located at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 004), 600 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from NR-CD Neighborhood Residential Community Development District to TC Town Center.

E. NEW BUSINESS

F. OTHER BUSINESS

G. ADJOURNMENT

Join Zoom Meeting
https://us02web.zoom.us/j/87918380664?pwd=VWd1Vm01SjE1dzZiU2IrNmcrbW0zdz09
or by telephone at (301) 715 8592.

Zoom Meeting Details
Meeting ID : 879 1838 0664

PLANNING & ZONING BOARD MEETING MINUTES

APRIL 18, 2023, 7:00 PM
ZOOM

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https://us02web.zoom.us/j/87918380664?pwd=VWd1Vm01SjE1dzZiU2IrNmcrbW0zdz09
or by telephone at (301) 715 8592.

Zoom Meeting Details
Meeting ID : 879 1838 0664

MEETING MINUTES

A. CALL TO ORDER: The meeting was called to order at 7:03 PM.

B. ROLL CALL: Chair Charles McFarland, Vice Chair Felecia Weinert, Lisa Williams, Herbert Clark, Birendra Dhakal (joined at 7:14PM)

C. APPROVAL OF MARCH 2023 MEETING MINUTES. Charles McFarland called for a motion to approve the March 2023 meeting minutes. Felicia Weinert made the motion to approve, Lisa Williams seconded, and the motion passed. 4/0/0.

D. OLD BUSINESS

1. **PUBLIC HEARING:** The Mayor and City Council will consider amending the zoning map to rezone the properties located at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 004), 600 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from NR-CD Neighborhood Residential Community Development District to TC Town Center.

CM Shawanna Qawiy gave a presentation and overview of the public hearing to consider amending the zoning map and the seven (7) parcels on Woodland Avenue.

Ira Katz a broker, working on the Woodland Avenue parcels for five (5) years gave the background. He provided the attendees with the proposed details of a proposed mixed-use development. The request is to keep the zoning of 590, 600 and 606 as NR-CD to continue the application process for the development of 10-12 , 2-story townhomes with 2-car garages in front at 2,000+/- sq.ft with 3 bedrooms/4th for office.

Per the developer, he is seeking that the Board move forward with the rezoning and map amendments of the parcels known as 572,582,586 and 590 Woodland Avenue to construct a mixed-use development.

Charles McFarland opened the public hearing with Lisa Williams and Herbert Clark asking questions to clarify the difference between a mixed-use development and development regulations under the NR-CD development and the proposed TC zoning districts.

Birenda Dhakal inquired about an adjacent parcel that has trucks parked on the property and the future impact of traffic. Ira Katz replied with a summary of adjacent parcels that have future development proposals of a horticulture business. He stated that the parcels that are closer to North Decatur Road are proposed for a mixed-use development of retail on the bottom and residential on the top.

Amy Medford spoke in favor of the rezoning and map amendment request. She stated her concern is related to the city not passing the zoning rewrite. She mentioned that the developer should wait to continue the proposed development of intended townhomes as requirements such as parking, setbacks and density could change due to a final decision on the proposed zoning rewrite. There was also a mention of environmental concerns due to some of parcels being the location of an old junk yard.

Ira Katz responded by stating that the environmental matters were remediated in 2000. Also, that the development team has been working with the adjacent property owners and neighbors located on Woodland Avenue (unincorporated DeKalb County).

The developer is proposing a 10,000 sq.ft development with mom and pop retail space not big box stores.

Herbert Clark inquired about the timeline of the project.

Ira Katz explained that the team is at the completion of the application process. He stated the team had a very encouraging meeting with DeKalb County Water and Sewer. An architect is hired and working on plans for submission of the land disturbance permit, which should take place between 4-5 months with the completion of permitting.

Phase I- Townhomes (for ownership)
Phase II Mixed use development (572/582/586/590 Woodland Ave./North Decatur) residential with retail.

Lisa Williams referred to the application process and asked for clarity.

With no additional comments or discussions Chairman McFarland closed the public hearing.

Chairman McFarland asked for a motion. Lisa Williams made the motion to approve the rezoning request and amendment to the map. Herbert Clark seconded, and the motion passed 5/0/0

E. NEW BUSINESS : None

F. OTHER BUSINESS: None

G. ADJOURNMENT: Chairman McFarland called for a motion to adjourn the meeting. Felicia Weinert made the motion to adjourn, seconded by Herbert Clark. The motion passed 5/0/0. The meeting was adjourned at 7:56PM.

CITY OF CLARKSTON

ITEM NO: 6A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE: Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE: Discussion

MEETING DATE: April 25, 2023

SUBJECT: To discuss a city initiated map amendment and rezoning of the parcels located at 572, 582, 586, 590, 596, 600, 606 and 616 Woodland Avenue from NR-CD to TC.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT: Planning Economic and Development

INFORMATION CONTACT: **Shawanna Qawiy, City Manager**

PHONE NUMBER: 404-296-6489

ATTACHMENTS: ☒YES ☐ NO

Pages:

PURPOSE: To discuss amending the zoning map to rezone an assemblage of parcels on Woodland Avenue from NR-CD-Neighborhood Residential Community Development to TC Town Center.

NEED/ IMPACT:

The Mayor and City Council will consider amending the zoning map to rezone the properties located at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 004), 600 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from NR-CD Neighborhood Residential Community Development District to TC Town Center.

RECOMMENDATION: April 18, 2023

Approval to amend the zoning map and rezone 572, 582, 586, 590, 596, 600,606, and 616 Woodland Avenue to TC-Town Center.
Planning and Zoning Board:

City Council Meeting:
May 2, 2023- TBD

PLANNING & ZONING BOARD MEETING

AGENDA

APRIL 18, 2023 7:00 PM
ZOOM

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MARCH 2023 MEETING MINUTES.

PUBLIC HEARING:
Any member of the public may address the Planning and Zoning Board, during the time allotted for public hearing. Each attendee will be allowed 3 minutes. If your public comment contains a series of questions, please provide those questions to staff in writing on the Public Comment Card (Staff) prior to the meeting. This will facilitate follow-up by the Board or Staff. The Planning and Zoning Board desires to allow an opportunity for public comment; however, the business of the Board must proceed in an orderly and timely manner.

D. OLD BUSINESS

1. **PUBLIC HEARING:** The Mayor and City Council will consider amending the zoning map to rezone the properties located at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 004), 600 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from NR-CD Neighborhood Residential Community Development District to TC Town Center.

E. NEW BUSINESS

F. OTHER BUSINESS

G. ADJOURNMENT

Join Zoom Meeting
https://us02web.zoom.us/j/87918380664?pwd=VWd1Vm01SjE1dzZiU2IrNmcrbW0zdz09 or by telephone at (301) 715 8592.

Zoom Meeting Details
Meeting ID : 879 1838 0664

PLANNING & ZONING BOARD MEETING MINUTES

March 21, 2023, 7:00 PM
ZOOM
Join Zoom Meeting
https://us02web.zoom.us/j/87129352968?pwd=MWkzMTVkRFk2UHpqNFoxQW5LSUpRQT09
or by telephone at (301) 715-8592.

Zoom Meeting Details:
Meeting ID: 871 2935 2968

MEETING MINUTES

A. CALL TO ORDER: The meeting was called to order at 7:04 PM.

B. ROLL CALL: Chair Charles McFarland, Vice Chair Felicia Weinert, Lisa Williams, Herbert Clark. Absent: Birendra Dhakal.

C. APPROVAL OF DECEMBER 2022 MEETING MINUTES. Charles McFarland called for a motion to approve the December 2022 meeting minutes. Felicia Weinert made the motion to approve, Lisa Williams seconded, and the motion passed 4/0/0.

D. NEW BUSINESS

1. **PUBLIC HEARING:** To consider amendments to the Clarkston Zoning Ordinance and maps.
Chairman McFarland read the public hearing policy for the meeting and turned the meeting over to the City Manager (CM) Shawanna Qawiy. CM Qawiy stated the public hearing policy for the public and gave an overview of the purpose of the zoning rewrite and introduced the consultant team, POND and Company representative Rosie Mafe.

   Rosie Mafe gave a presentation of the history of the zoning rewrite and the purpose of the public hearing.

   After the presentation, board member Lisa Williams asked a question for clarification related to the definition of "live-work-unit" and the limited single family residential housing/neighborhoods in the city.

   CM Qawiy announced the speakers for the public hearing. The speakers with their summarized comments are listed.

   William Johnston- Smaller lot sizes (comments emailed) the Clemsil Overlay is too strict.
   Rich Pasenaw- Smaller lot sizes.
   Susie Grimley- comment emailed.

Martha Brock- recommends PZ board not approve the zoning rewrite.
Adrianna Berlin- preserve single family residential neighborhoods.
Anonymous comment mailed (parking of recreational vehicles on/off street
Ira Jenkins- no duplexes, triplexes, or quadraplexes in single family neighborhoods
Georgette Gafford- comment related to item 2 on the agenda that is deferred.
Amy Medford- more affordable housing, approve the zoning rewrite. No Clemsil Overlay.
Jamie Carroll-duplexes in NR-1, 2, 3; rent out basements, ADUs can create. another source of revenue for a homeowner.
George French- affordable housing does not mean build duplexes, triplexes, and/or Quadraplexes.
Susan Hood – smaller lots does not mean affordable. 8000 people per square mile, 428 single family homes in Clarkston, with over 14, 000 residents,
Debra Johnson- supports Clemsil Overlay. No duplexes.
Joshua Deaton- more options for homeowners, increase the number of chickens in yard to 6.
Awet Eyasu- increased growth in Clarkston; adding more does not mean affordable, approves increased height in town center.
Mark Perkins-supports the zoning rewrite changes and the balance.
Mark Osbourne/ Mrs. Osbourne- Clarkston most dense community in North America and state of Georgia. Keep it simple, there are many advantages to single family homes. Mrs. Osbourne disagrees with duplexes, triplexes. and quadruplexes in single family neighborhoods.

After a dedicated session of public comments during the public hearing, Chair McFarland closed the public comments and hearing.

Chair McFarland asked the Planning and Zoning Board members it they had any additional questions or comments.

Vice Chair Felicia Weinert made a commented on not being in control of development costs. Referencing cottage homes starting at $100K.

Lisa Williams posed a question to POND (Rosie Mafe) related to setback averaging in historically preserved district. Using the reference of 3 lots with one vacant lot in the middle the consultant explained that it is the average of the front/side setbacks of the constructed lots to create a minimum (front/side) for the future construction of the vacant lot.

Lisa Williams made comments related to the (city) not having affordable housing programs, that are needed. The zoning rewrite does not help homeowners. The rewrite should include a plan for homeowners.

PZ Board member Herbert Clark commented on how Clarkston is represented by 63 countries and does not understand why there aren't any affordable housing options for the city.

Chairman McFarland commented on how the rewrite reflects negatively on homeowners/ homeownership. He stated that he lives in the NR-3 district surrounded by apartments and that the current changes may also affect the current homeowners and developers. will increase development costs.

With no further comments or discussions or comments Chairman McFarland asked for a motion. Herbert Clark made the motion to table the zoning rewrite for 30 days. No member seconded the motion did not carry.

Another discussion took place amongst the Planning and Zoning Board members on a motion. With a steady deliberation on the type of motion, Lisa Williams made the motion to deny the zoning rewrite, Felicia Weinert seconded, and the motion passed 4/0/0.

2. **PUBLIC HEARING:** The Mayor and City Council will consider amending the zoning map to rezone the properties located at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 004), 600 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from NR-CD Neighborhood Residential Community Development District to TC Town Center. DEFERRED UNITL APRIL 18, 2023

   There was no discussion on this item. It has been deferred until the next Planning. Zoning Board meeting on April 18, 2023.

E. OTHER BUSINESS : None

F. ADJOURNMENT: Chairman McFarland called for a motion to close (adjourn) the meeting. Felicia Weinert made the motion to adjourn, seconded by Lisa Williams. The motion passed 4/0/0. The meeting adjourned at 8:31PM.

RZ 23-01

CITY OF CLARKSTON
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REZONING ANALYSIS

Prepared by:	Shawanna N. Qawiy, MSCM, MPA City Mgr. / Planning & Economic Development Mgr.
Applicant:	City Council Initiated
Request:	Rezoning from NR-CD Neighborhood Residential-Community Development Zoning District to TC Town Center
Location:	572 Woodland Avenue Scottdale, GA 30079/City of Clarkston (M. Brabson) 582 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (M. Brabson) 586 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (D. Brabson) 590 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (D. Brabson) 596 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (A. Mitchell) 600 Woodland Avenue Scottdale, GA 30079/ City of Clarkton (A. Mitchell) 606 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (A. Mitchell) 616 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (Allsouth Landscaping Group)
Parcel ID(s):	18 047 32 007 18 047 32 002 18 047 32 006 18 047 32 005 18 047 32 004 18 047 32 009 18 047 32 008 18 047 34 001
Purpose:	To better align zoning to the Clarkston 2040 Comprehensive Plan Future Land Use Map.
Current Land Use:	572, 586, 596, and 606 Woodlawn Avenue are vacant properties. 582, 590, and 600 Woodlawn Avenue each have a single-family detached residential dwelling. 616 Woodlawn Avenue has 2 (two) single-story structures.
Sign(s) Posted:	**March 2, 2023**
Planning & Zoning Meeting:	~~**March 21, 2023,**~~ ***Deferred until April 18, 2023***

City Council Meeting: **May 2, 2023**

Land Area: 3.64 +/- acres

Road Access: Woodland Avenue

Public Utilities:
Water and Wastewater Treatment – Public water service connections are not currently available on the vacant lots. If additional public sewer service is warranted, it will be made available via line extensions at the developer's/property owner's expense after a review by the DeKalb County Watershed Department.

Zoning Overview:
The current zoning of the subject properties is NR-CD – Neighborhood Residential – Community Development Zoning District. City Council proposes to rezone and amend the official zoning map to TC Town Center.

Table 1.0 illustrates the zoning and current land uses for the adjacent properties:

Table 1.0

	Current Zoning	Current Land Use
Northeast	I – Light Industrial (City of Clarkston)	Transportation (City of Clarkston)
East	R-75 (DeKalb County)	Vacant Land Single-family residential dwellings Mill Creek Crossing Apartments (DeKalb County)
South	R-75 (DeKalb County)	Single-family residential dwelling Vacant Lot (DeKalb County)
West	C2 (Dekalb County)	Small Commercial Retail Fuel Stations Automotive Shops (DeKalb County)

Additionally, the subject properties are bordered to the north and east by Woodland Avenue, to the south by North Decatur Road, and to the west by the Stone Mountain Path, Church Street, and the CSX railroad.

Future Land Use: Mixed Use
The Clarkston 2040 Comprehensive Plan's Future Land Use Map identifies Mixed Use areas as those compatible with diverse uses including multi-family housing, commercial, office, and urban compatible industrial uses (maker spaces, manual crafts, and breweries).

Rezoning Review Criteria: Assessment of Application for Zoning Map Amendment
(Article III, Sec. 305):
When any request is made for a change in the zoning for any parcel of property, or when an amendment is requested to the zoning map, the following criteria points must be reviewed as follows.

Criteria Point 1*: *The effect upon the health, safety, morals, or general welfare of the public compared to any hardship imposed upon the individual property owner seeking rezoning should rezoning be denied.
There should be minimal impact to the general welfare and safety of the public should the subject properties be rezoned to the TC- Town Center Zoning District.

Criteria Points 2 and 3*: *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.
The Town Center Zoning District promotes a development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas with a diverse mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents. The TC zoning district encourages bicycle and pedestrian-oriented development at densities and intensities that will help to support transit usage and town center businesses while promoting the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction. The TC zoning district creates a place that represents a unique, attractive, and memorable destination for visitors and residents; and enhances the community's character through the promotion of high-quality urban design.

Criteria Point 4:* *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.
The eight (8) subject properties have reasonable economic use under the NR-CD and the proposed TC Zoning District.

Criteria Point 5*: *Whether the zoning proposal will result in a use that may cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
Schools*:* Indian Creek Elementary School, Freedom Middle Schools, Clarkston High Schools
Streets and Transportation Facilities:
Should redevelopment occur on the subject properties, additional volumes of both pedestrian and vehicular traffic along Woodlawn Avenue, North Decatur Road, and Church Street attributed to an increase in population would occur.
Utilities and Environment:
Future development of these subject properties under the TC Zoning District will impact existing facilities such as playgrounds schools, shopping centers, streets and water and sewer.
Public Safety:
Public safety would be impacted based on an increase in population related to any proposed development of the parcels.

***Criteria Point 6*: Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**

There is a changing condition that may affect the proposed use and development of the property as townhomes. This proposed use may give supporting grounds for either approval or disapproval of the proposed re-zoning proposal to TC.

***Criteria Points 7 and 8*: Whether the zoning proposal is compatible with the principals of the city's long-range plan as set forth in the Conceptual Master Land Use and Connectivity Plan for the City of Clarkston, a part of the Clarkston Livable Centers Initiative Study as adopted in March 2005, adopted as the city's comprehensive plan, Whether the zoning proposal is compatible with the most current adopted version of the Future Development Map of the Clarkston Comprehensive Plan.**

The subject properties are not addressed in the Clarkston Livable Centers Initiative Study adopted in 2005 as they were not part of the City of Clarkston at that time.

The subject properties are within an area identified as Mixed Use on the Future Land Use Map in the Clarkston 2040 Comprehensive Plan adopted in 2016. The Mixed-Use land designation promotes diverse uses such as multi-family housing, commercial, office, and urban compatible industrial uses. The proposed re-zoning of the TC Zoning District is in line with the Mixed-Use land designation found in the Clarkston 2040 Comprehensive Plan as it allows for the development of a variety of multi-family housing, commercial., office and urban compatible industrial uses. The Plan also discusses the community's desire to attract more homeowners as well as outlining housing policies and priorities that support the enhancement of existing housing stock and the development of affordable housing.

It is reasonable to determine that a rezoning to the TC Zoning District has the possibility to support these policies and priorities as large adjacent parcels have the potential to attract multi-family housing development and satisfy the community desires to develop both vertical and horizontal mixes of uses.

Recommendation:

Staff recommends **approval** of the rezoning from Neighborhood Residential – Community Development Zoning District to **Town Center** for the subject properties.

The rezoning of these subject properties from Neighborhood Residential – Community Development Zoning District to Town Center is in conformance with the Clarkston 2040 Comprehensive Plan Future Land Use Map. It also aligns with the housing policies and priorities found in the Clarkston 2040 Comprehensive Plan.

Attachments:

- Site Photographs
- Tax Map
- Current Zoning and Future Land Maps
- Aerial Map of location

RZ 23-01
Site Photos

572 Woodland Avenue Scottdale, GA 30079

582 Woodland Avenue Scottdale, GA 30079

RZ 23-01
Site Photos

586 Woodland Avenue Scottdale, GA 30079

590 Woodland Avenue Scottdale, GA 30079

RZ 23-01
Site Photos

596 Woodland Avenue Scottdale, GA 30079

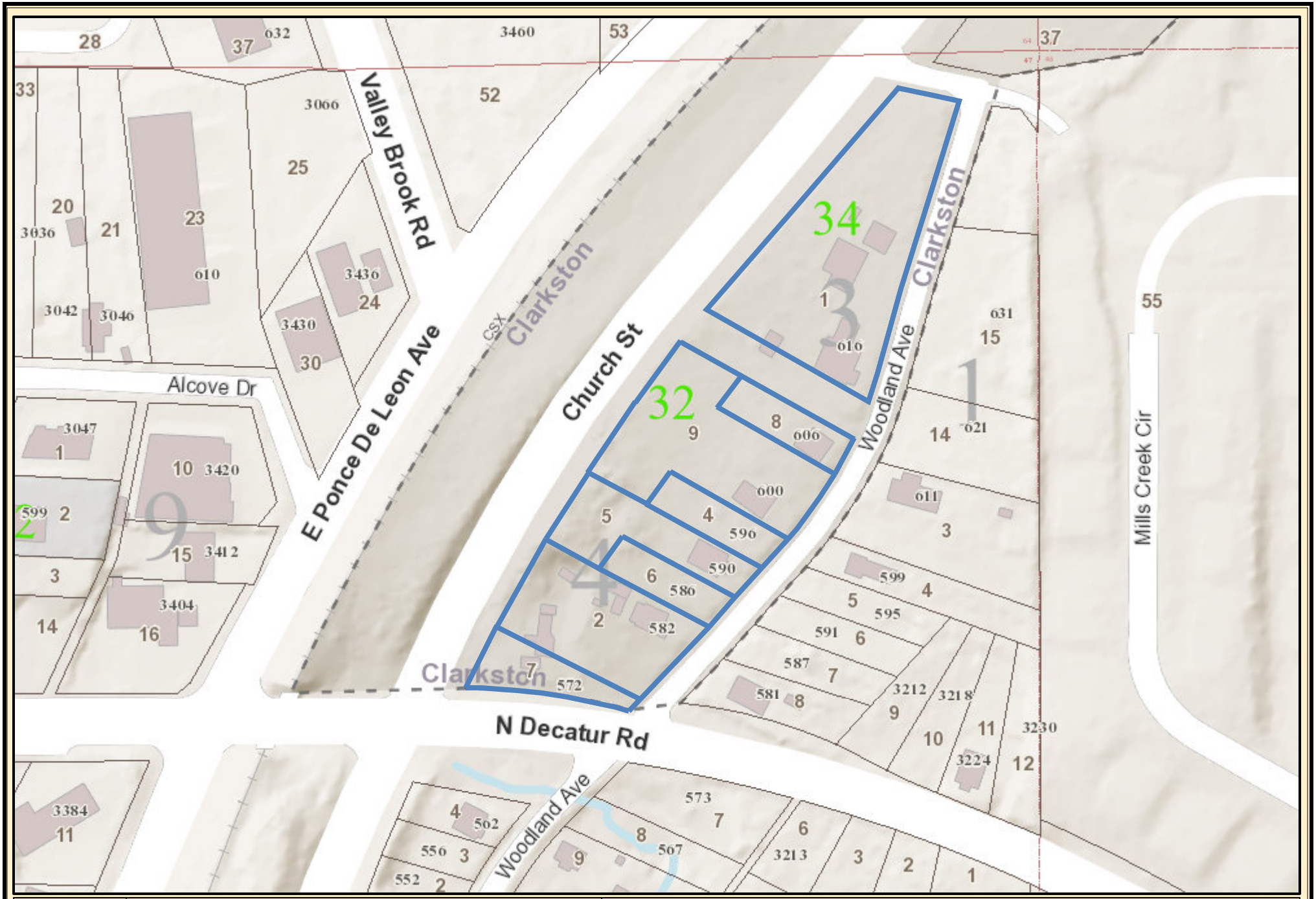
600 Woodland Avenue Scottdale, GA 30079

RZ 23-01
Site Photos

606 Woodland Avenue Scottdale, GA 30079

616 Woodland Avenue Scottdale, GA 30079 – Structure 1 of 2

616 Woodland Avenue Scottdale, GA 30079 – Structure 2 of 2


Valley Brook Rd
E Ponce De Leon Ave
Church St
Clarkston
CSX
Woodland Ave
Mills Creek Cir
Alcove Dr
N Decatur Rd
Woodland Ave
34
32
3
4
1
2
9
10
15
16
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RZ 23-01 Future Land Use Map

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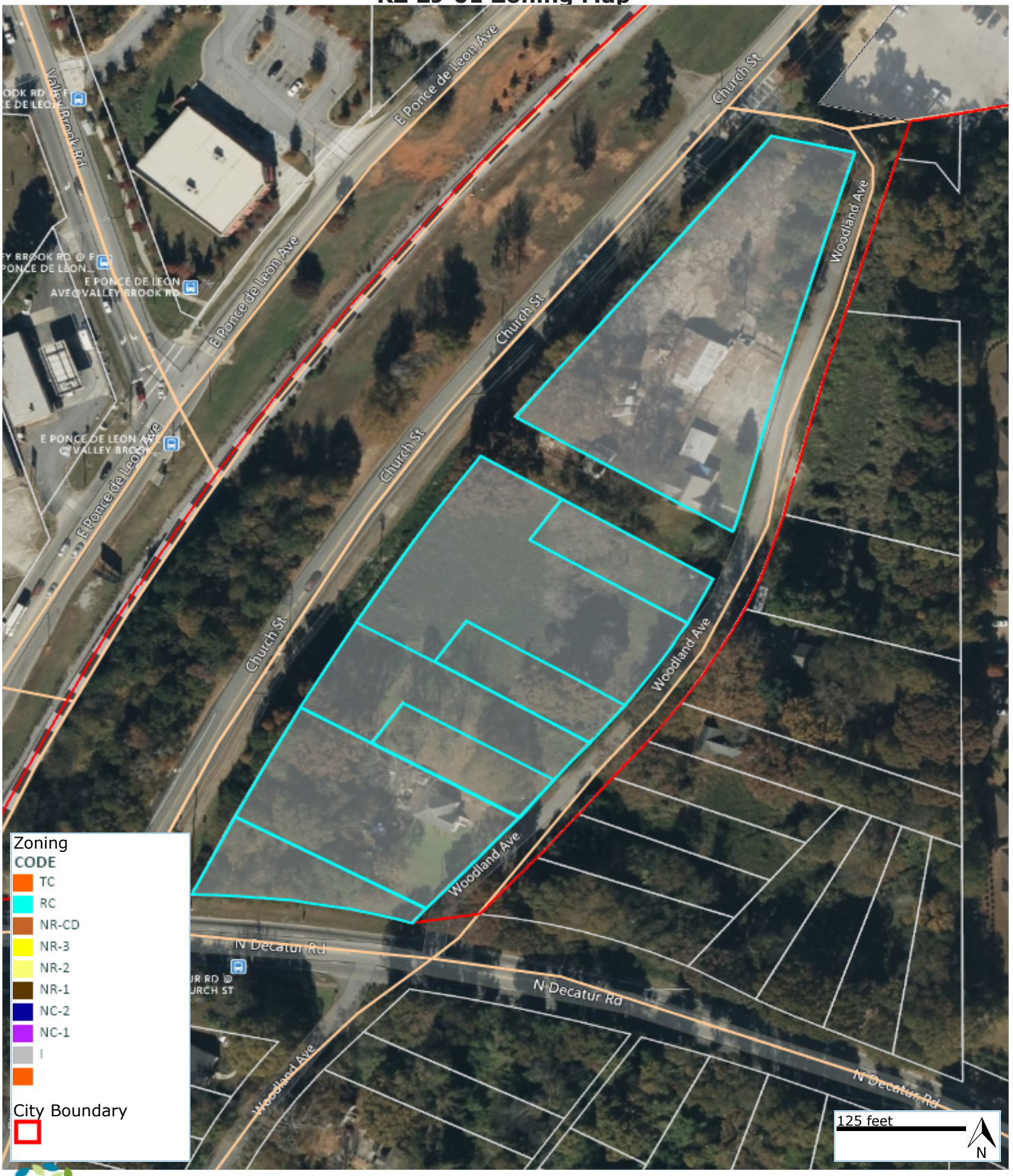
RZ 23-01 Zoning Map



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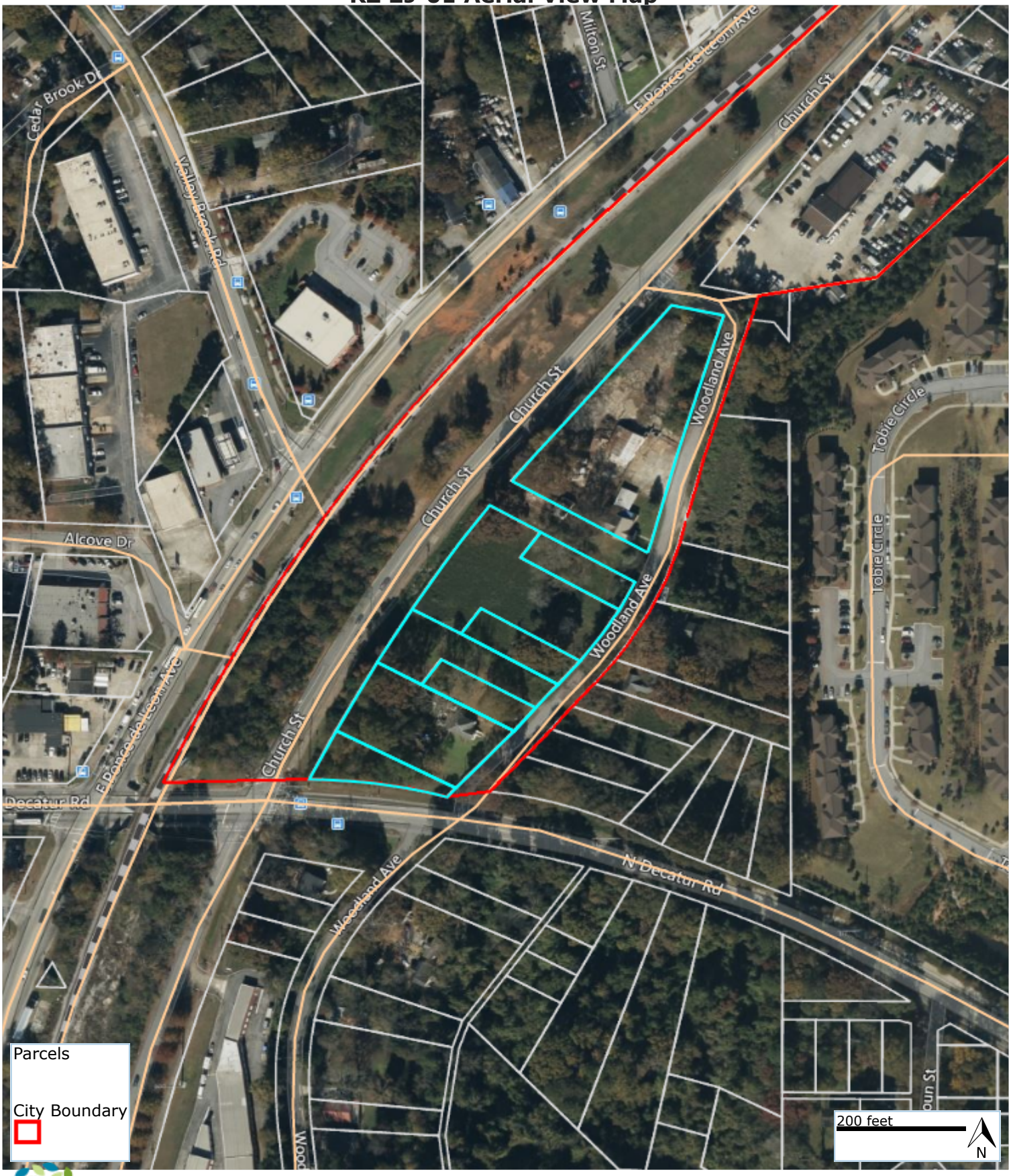
RZ 23-01 Aerial View Map



CITY OF CLARKSTON
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Sec. 708. - TC, town center district.

(a) *Purpose and intent:*

(1) Promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas;

(2) Promote a diverse mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents;

(3) Encourage bicycle and pedestrian-oriented development at densities and intensities that will help to support transit usage and town center businesses;

(4) Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction;

(5) Create a place that represents a unique, attractive, and memorable destination for visitors and residents; and

(6) Enhance the community's character through the promotion of high-quality urban design.

(b) *General application:* Design standards included in the town center district shall apply to new construction and redevelopment. Buildings undergoing alteration shall meet design standards to the extent practicable, as approved at a regular meeting of the planning and zoning board.

(c) *Permitted uses:*

(1) Banks and credit unions.

(2) Bed and breakfast inns, provided:

a. The facility is operated by the resident-owner.

b. The building and lot meet all applicable city and state code regulations, including minimum lot standards.

c. The structure contains a minimum two thousand (2,000) square feet of gross heated floor area.

(3) Child care/daycare centers, pre-schools and similar establishments.

(4) Eating and drinking establishments, excluding drive-through/drive-in establishments.

(5) Entertainment venues, including bowling alleys, movie theaters (non-adult oriented) and other similar and customary uses.

(6) Funeral homes (no on-site crematory services).

(7) Hotels.

(8) Retail trade: Uses shall have no more than forty thousand (40,000) square feet of gross floor area. Appropriate uses include:

a. Art stores/galleries.

b. Antique shops.

c. Apparel stores.

d. Book, music and video stores (non-adult oriented).

e. Bottle shops/package stores.

f. Camera shops.

g. Drug stores, excluding drive-through establishments.

h. Dry cleaners, excluding drive through establishments.

i. Electronics and appliance stores.

j. Florists.

k. Furniture and home furnishings.

l. Gift shops.

m. Grocery stores.

n. Jewelry stores.

o. Pet grooming and supply shops.

p. Shoe stores.

q. Sporting goods and hobbies.

r. Toy stores.

s. Other similar and customary uses.

(9) Non-automotive repair services such as cameras, jewelry, shoes and the like.

(10) Professional offices, including accountants/tax professionals, attorneys, chiropractic, dentists, medical doctors, real estate, veterinary, and other similar occupations.

(11) Personal service establishments including barber shops, hair salons, nail salons and other similar uses.

(12) Tattoo parlors and piercing studios.

(13) Multi-family residential dwellings, provided that they are part of a mixed use building and not located on the ground floor.

(14) Mixed use buildings with any of the above listed uses on the first floor, except residential; and owner or renter occupied dwelling units, located above street level.

(15) Accessory uses incidental to any legal permitted use, including home occupations (when applicable).

(d) *Prohibited uses:*

(1) Adult entertainment establishments but not limited to, adult bookstores, video or DVD adult rental or purchase, adult movie or adult live theaters, adult gifts and novelties, and other venues for viewing other adult entertainment through any other electronic or other technological medium.

(2) Automotive repair shops, dealerships and auto parts stores.

(3) Extended stay motels/hotels.

(4) Flea markets.

(5) Firearm dealers.

(6) Labor pools.

(7) Hookah bar and/or vape lounges within five hundred (500) feet of school, place of worship, public park or other hookah or vape establishment.

(8) Pawnshops.

(9) Title loan institutions.

(10) Any use of property not specifically allowed by section 708(c).

(e) *Accessory structures:*

(1) All such structures shall be located upon the same lot and only in the side or rear yard of the principal use at least ten (10) feet from any lot lines. In cases of corner lots, the accessory structure may not be closer to any right-of-way than the principal building.

(2) When an accessory structure is attached to the principal building in any manner, it shall be deemed part of the principal structure and subject to all bulk and area requirements of same.

(3) Any accessory structure in excess of six hundred (600) square feet of gross space must be at least ten (10) feet from any property line and shall be architecturally compatible with the principal structure.

(4) Building design and materials shall be consistent with design approved by planning and zoning board; however, structures which utilize metal siding shall be constructed with brick, stone, rock or wood covering any facade of the building facing a roadway.

(5) No accessory structure shall be constructed or placed upon a lot before the principal building is constructed.

(6) No accessory structure may exceed the more restrictive of either fifteen (15) feet or the height of the principal building.

(7) The area of the accessory structure's footprint may not exceed fifty (50) percent that of the principal structure.

(f) *Accessory use limitations:*

(1) All outdoor storage must be located in the rear yard and must be screened by a solid fence or wall no less than six (6) feet in height. Limited to twenty-five (25) percent of total lot area.

(2) Accessory uses must be permitted within the zoning district.

(g) *Bulk and area regulations:*

Floor Area Ratio (FAR) (Residential, Max.)	3
Floor Area Ratio (FAR) (Non-Residential, Max.)	3
Floor Area Ratio (FAR) (Total Mixed Use Max.)	5
Min. Residential Unit Size (finished, heated floor area)	700 sq. ft.
Building Coverage (Max., a % of lot area)	80%
Min. Open Space	20%
Max. Building Height	75'
Min. Lot Size	N/A
Min. Lot Width	N/A

(h) *Setbacks:*

(1) No minimum front building setback is required.

(2) The maximum front building setback may not exceed the average front yard depth of the nearest two (2) lots on either side of the subject lot or twelve (12) feet, whichever is less.

a. If one or more of the lots required to be included in the averaging calculation are vacant, such vacant lots will be deemed to have a yard depth of zero (0) feet

b. Lots fronting a different street than the subject lot or separated from the subject lot by a street or alley may not be used in determining the average.

c. When the subject lot is a corner lot, the average setback will be determined on the basis of the two (2) adjacent lots that front on the same street as the subject lot.

d. When the subject lot abuts a corner lot fronting on the same street, the average setback will be determined on the basis of the abutting corner lot and the nearest two lots that front on the same street as the subject lot.

(3) The following exceptions to the maximum front building setbacks apply:

a. A portion of the building may be set back from the maximum setback line in order to provide an articulated façade or accommodate a building entrance feature, provided that the total area of the space created must not exceed one square foot for every linear foot of building frontage.

b. A building may be set back farther than the maximum setback in order to accommodate an outdoor eating area. In order to preserve the continuity of the streetwall, the building may be set back no more than twelve (12) feet from the front or street side property line or at least forty (40) percent of the building façade must be located at the maximum setback line. The total area of an outdoor eating area that is located between a public sidewalk and the building façade may not exceed 12 times the building's street frontage in linear feet.

(4) The minimum rear setback is ten (10) feet, or twenty (20) feet for TC-zoned properties that abut a single-family residential district.

(5) No interior side setbacks are required in the TC district, except when TC-zoned property abuts a single-family residential district, in which case the minimum side yard setback required in the TC district must be the same as required for a residential use on the abutting residential zoned lot.

(i) *Buffer requirements:*

(1) When a use within the TC district abuts any single-family residential district, a ten-foot buffer shall be required.

(j) *Temporary uses:* Temporary uses if approved pursuant to section 313.

(k) *Open space density bonus:* Every one (1) square foot of additional open space provided in excess of the minimum open space requirement in section 708 (g)shall increase the maximum floor area for the development by ten (10) square feet.

(l) *Building facades and entrances:*

(1) Building facades shall be articulated to minimize the monotonous appearance of large buildings through the use of architectural elements such as recessed windows and entries, offset surfaces, differentiated piers and columns, offset planes, textured materials, or awnings,

a. Variations in facade treatment shall be continued throughout the structure, including its roof line and front and rear facades.

b. Blank lengths of wall exceeding thirty (30) linear feet are prohibited on all building facades.

(2) Delineation of building floors at the third story above sidewalk level and lower shall be executed through windows, belt courses, cornice lines or similar architectural detailing.

(3) A street address number shall be located directly above the primary building entrance, shall be clearly visible from the sidewalk and shall be a minimum of six (6) inches in height.

(4) The primary pedestrian access to all sidewalk level uses and business establishments with public or private street frontage:

a. Shall face and be visible from the public street when located adjacent to such street. When located adjacent to a street that functions as an arterial street or a collector street, said entrance shall face and be visible from such street.

b. Shall be directly accessible and visible from the sidewalk adjacent to such street.

c. Shall remain unlocked during business hours for non-residential uses, including hotels and bed and breakfast inns.

d. Buildings on corner lots shall have an angled entrance oriented toward the intersection.

(m) *Franchise architecture:* Buildings where the proposed architecture is the result of "corporate" or franchise style shall be prohibited. New construction should provide variety and diversity and express its own uniqueness of structure, location or tenant. Buildings shall be consistent with the local architectural vernacular, establish a sense of permanence, and avoid over- commercialization. Building design shall reflect local, unique, and traditional designs rather than chain or franchise designs.

(n) *Color:* The overall exterior color scheme shall be included in the permit application as a colored depiction and shall be selected from the approved color palette and be harmonious with the neighborhood and blend with the natural surroundings of the site. Consideration shall be given to the compatibility of colors with those existing in the vicinity. The size of the structure and the amount of shading it will receive are also a factor in selection of colors. Examples of incompatible colors include day glow and metallic colors.

(Ord. No. 375, § 8(Attach.), 10-1-13; Ord. No. 396, §§ 1—14, 7-5-16)

ORDINANCE NO. 396

AN ORDINANCE TO AMEND APPENDIX A OF THE CITY OF CLARKSTON CODE OF ORDINANCES BEING THE CLARKSTON ZONING ORDINANCE; TO AMEND SECTION 708 – TOWN CENTER DISTRICT, ARTICLE X – CIVIC DESIGN AND ARTICLE XI – LOADING PARKING REQUIREMENTS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the City of Clarkston, Georgia, that the City's Zoning Ordinance, be amended as follows:

SECTION ONE

Paragraph (a) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

"(a) Purpose and intent:

(1) Promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas;

(2) Promote a diverse mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents;

(3) Encourage bicycle and pedestrian-oriented development at densities and intensities that will help to support transit usage and town center businesses;

(4) Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction;

(5) Create a place that represents a unique, attractive, and memorable destination for visitors and residents; and

(6) Enhance the community's character through the promotion of high-quality urban design."

SECTION TWO

Paragraph (b) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

"(b) General application: Design standards included in the Town Center District shall apply to new construction and redevelopment. Buildings undergoing alteration shall meet design standards to the extent practicable, as approved at a regular meeting of the Planning and Zoning Board."

SECTION THREE

Paragraph (c) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

"(c) Permitted uses:

(1) Banks and credit unions.

(2) Bed and breakfast inns, provided:

a. The facility is operated by the resident-owner.

b. The building and lot meet all applicable city and state code regulations, including minimum lot standards.

c. The structure contains a minimum two thousand (2,000) square feet of gross heated floor area.

(3) Child care/daycare centers, pre-schools and similar establishments.

(4) Eating and drinking establishments, excluding drive-through/drive-in establishments.

(5) Entertainment venues, including bowling alleys, movie theaters (non-adult oriented) and other similar and customary uses.

(6) Funeral homes (no on-site crematory services).

(7) Hotels.

(8) Retail trade: Uses shall have no more than forty thousand (40,000) square feet of gross floor area. Appropriate uses include:

a. Art stores/galleries.

b. Antique shops.

c. Apparel stores.

d. Book, music and video stores (non-adult oriented).

e. Bottle shops/package stores.

f. Camera shops.

g. Drug stores, excluding drive-through establishments.

h. Dry cleaners, excluding drive through establishments.

i. Electronics and appliance stores.

j. Florists.

k. Furniture and home furnishings.

l. Gift shops.

m. Grocery stores

n. Jewelry stores.

o. Pet grooming and supply shops.

p. Shoe stores.

q. Sporting goods and hobbies.

r. Toy stores.

s. Other similar and customary uses.

(9) Non-automotive repair services such as cameras, jewelry, shoes and the like.

(10) Professional offices, including accountants/tax professionals, attorneys, chiropractic, dentists, medical doctors, real estate, veterinary, and other similar occupations.

(11) Personal service establishments including barber shops, hair salons, nail salons and other similar uses.

(12) Tattoo parlors and piercing studios.

(13) Multi-family residential dwellings, provided that they are part of a mixed use building and not located on the ground floor.

(14) Mixed use buildings with any of the above listed uses on the first floor, except residential; and owner or renter occupied dwelling units, located above street level.

(15) Accessory uses incidental to any legal permitted use, including home occupations (when applicable)."

SECTION FOUR

Paragraph (d) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

" (d) Prohibited uses

(1) Adult entertainment establishments but not limited to, adult bookstores, video or DVD adult rental or purchase, adult movie or adult live theaters, adult gifts and novelties, and other venues for viewing other adult entertainment through any other electronic or other technological medium.

(2) Automotive repair shops, dealerships and auto parts stores,

(3) Extended stay motels/hotels.

(4) Flea markets

(5) Firearm dealers

(6) Labor pools

(7) Hookah bar and/or Vape Lounges within 500 feet of school, place of worship, public park or other hookah or vape establishment.

(8) Pawn shops

(9) Title loan institutions

(10) Any use of property not specifically allowed by Section 708(c)."

SECTION FIVE

Paragraph (e) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

"(e) Accessory structures:

(1) All such structures shall be located upon the same lot and only in the side or rear yard of the principal use at least ten (10) feet from any lot lines. In cases of corner lots, the accessory structure may not be closer to any right-of-way than the principal building.

(2) When an accessory structure is attached to the principal building in any manner, it shall be deemed part of the principal structure and subject to all bulk and area requirements of same.

(3) Any accessory structure in excess of six hundred (600) square feet of gross space must be at least ten (10) feet from any property line and shall be architecturally compatible with the principal structure.

(4) Building design and materials shall be consistent with design approved by Planning and Zoning Board; however, structures which utilize metal siding shall be constructed with brick, stone, rock or wood covering any facade of the building facing a roadway.

(5) No accessory structure shall be constructed or placed upon a lot before the principal building is constructed.

(6) No accessory structure may exceed the more restrictive of either fifteen (15) feet or the height of the principal building.

(7) The area of the accessory structure's footprint may not exceed fifty (50) percent that of the principal structure.

SECTION SIX

Paragraph (f) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

"(f) Accessory use limitations:

(1) All outdoor storage must be located in the rear yard and must be screened by a solid fence or wall no less than six (6) feet in height. Limited to twenty-five (25) percent of total lot area.

(2) Accessory uses must be permitted within the zoning district."

SECTION SEVEN

Paragraph (g) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

"(g) Bulk and area regulations:

Floor Area Ratio (FAR) (Residential, Max.)	3
Floor Area Ratio (FAR) (Non-Residential, Max.)	3
Floor Area Ratio (FAR) (Total Mixed Use Max.)	5
Min. Residential Unit Size (finished, heated floor area)	700 sq. ft.
Building Coverage (Max., a % of lot area)	80%
Min. Open Space	20%
Max. Building Height	75'
Min. Lot Size	N/A
Min. Lot Width	N/A

SECTION EIGHT

Paragraph (h) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

"(h) Setbacks:

(1) No minimum front building setback is required.

(2) The maximum front building setback may not exceed the average front yard depth of the nearest two lots on either side of the subject lot or 12 feet, whichever is less.

a. If one or more of the lots required to be included in the averaging calculation are vacant, such vacant lots will be deemed to have a yard depth of 0 feet.

b. Lots fronting a different street than the subject lot or separated from the subject lot by a street or alley may not be used in determining the average.

c. When the subject lot is a corner lot, the average setback will be determined on the basis of the 2 adjacent lots that front on the same street as the subject lot.

d. When the subject lot abuts a corner lot fronting on the same street, the average setback will be determined on the basis of the abutting corner lot and the nearest two lots that front on the same street as the subject lot.

(3) The following exceptions to the maximum front building setbacks apply:

a. A portion of the building may be set back from the maximum setback line in order to provide an articulated façade or accommodate a building entrance feature, provided that the total area of the space created must not exceed one square foot for every linear foot of building frontage.

b A building may be set back farther than the maximum setback in order to accommodate an outdoor eating area. In order to preserve the continuity of the streetwall, the building may be set back no more than 12 feet from the front or street side property line or at least 40 percent of the building façade must be located at the maximum setback line. The total area of an outdoor eating area that is located between a public sidewalk and the building façade may not exceed 12 times the building's street frontage in linear feet.

(4) The minimum rear setback is 10 feet, or 20 feet for TC-zoned properties that abut a single-family residential district.

(5) No interior side setbacks are required in the TC district, except when TC-zoned property abuts a single-family residential district, in which case the minimum side yard setback required in the TC district must be the same as required for a residential use on the abutting residential zoned lot."

SECTION NINE

Paragraph (i) of Sec. 708 is hereby deleted in its entirety and replaced with the following language:

"(i) Buffer requirements:

(1) When a use within the TC district abuts any single-family residential district, a ten-foot buffer shall be required."

SECTION TEN

New paragraph (j) of Sec. 708 is hereby adopted to read as follows:

"(j) Temporary uses: Temporary uses if approved pursuant to section 313"

SECTION ELEVEN

New paragraph (k) of Sec. 708 is hereby adopted to read as follows:

"(k) Open space density bonus: Every one (1) square foot of additional open space provided in excess of the minimum open space requirement in sec. 708 (g) shall increase the maximum floor area for the development by ten (10) square feet."

SECTION TWELVE

New paragraph (l) of Sec. 708 is hereby adopted to read as follows:

(l) Building Facades and Entrances

(1) Building facades shall be articulated to minimize the monotonous appearance of large buildings through the use of architectural elements such as recessed windows and entries, offset surfaces, differentiated piers and columns, offset planes, textured materials, or awnings,

a. Variations in facade treatment shall be continued throughout the structure, including its roof line and front and rear facades.

b. Blank lengths of wall exceeding thirty (30) linear feet are prohibited on all building facades.

(2) Delineation of building floors at the third story above sidewalk level and lower shall be executed through windows, belt courses, cornice lines or similar architectural detailing.

(3) A street address number shall be located directly above the primary building entrance, shall be clearly visible from the sidewalk and shall be a minimum of six (6) inches in height.

(4) The primary pedestrian access to all sidewalk level uses and business establishments with public or private street frontage:

a. Shall face and be visible from the public street when located adjacent to such street. When located adjacent to a street that functions as an arterial street or a collector street, said entrance shall face and be visible from such street.

b. Shall be directly accessible and visible from the sidewalk adjacent to such street.

c. Shall remain unlocked during business hours for non-residential uses, including hotels and bed & breakfast inns.

d. Buildings on corner lots shall have an angled entrance oriented toward the intersection.

SECTION THIRTEEN

New paragraph (m) of Sec. 708 is hereby adopted to read as follows:

"(m) Franchise Architecture: Buildings where the proposed architecture is the result of "corporate" or franchise style shall be prohibited. New construction should provide variety and diversity and express its own uniqueness of structure, location or tenant. Buildings shall be consistent with the local architectural vernacular, establish a sense of permanence, and avoid over- commercialization. Building design shall reflect local, unique, and traditional designs rather than chain or franchise designs."

SECTION FOURTEEN

New paragraph (n) of Sec. 708 is hereby adopted to read as follows:

(n) Color: The overall exterior color scheme shall be included in the permit application as a colored depiction and shall be selected from the approved color palette and be harmonious with the neighborhood and blend with the natural surroundings of the site. Consideration shall be given to the compatibility of colors with those existing in the vicinity. The size of the structure and the amount of shading it will receive are also a factor in selection of colors. Examples of incompatible colors include day glow and metallic colors.

SECTION FIFTEEN

Sec. 1003(c) of Article X is hereby deleted in its entirety and replaced with the following language:

"(c) Sidewalk clear zone requirements.

(1) Said zone shall be located immediately contiguous to the landscape zone and shall be continuous.

(2) Said zone shall be hardscape, and shall be unobstructed for a minimum height of eight (8) feet. Special paving within the sidewalk clear zone shall be permitted only as approved by the planning and zoning board.

(3) Where newly constructed sidewalks abut narrower existing adjacent sidewalks, the newly constructed sidewalk shall provide an adequate transitional clear zone width for the purposes of providing a safe facilitation of pedestrian traffic flow between the adjacent sidewalks, as approved by the planning and zoning board.

(4) Utilities, including telephone, electric power and cable television in both public and private rights-of-way, shall be placed underground except when extreme conditions of underlying rock or other conditions prevent this requirement from being met and only as approved by the planning and zoning board."

SECTION SIXTEEN

Sec. 1005(a)(1) of Article X is hereby deleted in its entirety and replaced with the following language:

"(1) The square footage contained within the front yard which meets open space criteria established in section 705 may counted towards the open space requirement as required by that zoning district."

SECTION SEVENTEEN

Sec. 1107(b) of Article X is hereby deleted in its entirety and replaced with the following language:

"(b) All surface parking provided in excess of one hundred (100) percent of the minimum number of off-street parking spaces required by type of permitted use shall be of porous paving or grass paving systems and as approved by the Planning and Zoning Board."

SECTION EIGHTEEN

Sec. 1006 of Article X is hereby deleted in its entirety and replaced with the following language:

"SEC. 1006. - BUILDING MATERIALS.

(a) No exterior wall or facade of any building visible from any public street shall be clad in metal siding, vinyl siding, EIFS, or smooth concrete block.

(b) No barbed wire, razor wire, chain link fence or similar elements shall be visible from any public plaza, ground level or sidewalk level outdoor dining area or public right-of-way."

SECTION NINETEEN

Sec. 1007 of Article X is hereby deleted in its entirety and replaced with the following language:

"Sec. 1007. - Relationship of building to street.

(a) The primary pedestrian access to all sidewalk level uses and business establishments with public or private street frontage:

(1) Shall face and be visible from the public street when located adjacent to such street. When located adjacent to a street that functions as an arterial street or a collector street, said entrance shall face and be visible from such street.

(2) Shall be directly accessible and visible from the sidewalk adjacent to such street.

(3) Shall remain unlocked during business hours for non-residential uses, including hotels and bed & breakfast inns.

(b) A street address number shall be located directly above the primary building entrance, shall be clearly visible from the sidewalk and shall be a minimum of six (6) inches in height.

(c) Buildings with residential uses at the sidewalk level shall meet the following regulations:

(1) All primary pedestrian entrances not adjacent to a public sidewalk shall be linked to the public sidewalk with a pedestrian walkway a minimum of five (5) feet wide.

(2) All such buildings with more than four (4) residential units that are adjacent to the sidewalk shall have individual entrances to such units directly accessible from the sidewalk and shall open directly onto the adjacent sidewalk, park, plaza, terrace or porch adjacent to the sidewalk. All pedestrian walkways providing such access shall be perpendicular to the street, unless topography prohibits, and shall be permitted to share said walkway with one (1) adjacent unit.

(3) Such buildings shall have windows at sidewalk-level on each street frontage facade which are substantially similar in size to the sidewalk level front facade windows."

SECTION TWENTY

New Sec. 1011 of Article X is hereby adopted with the following language:

"SEC. 1011. - LIGHTING:

(a) General provisions

(1) The purpose of these criteria is to create standards for outdoor lighting which will provide nighttime safety, security and utility, while reducing light pollution and light trespass, and increase conservation of energy.

(2) Any lighting used to illuminate parking areas, access drives or loading areas shall be of such a design or level of illumination so as to minimize the amount of ambient lighting perceptible from adjacent properties and that would impair the vision of motorists.

(3) The Illuminating Engineering Society of North America (IESNA) Lighting Handbook, Ninth Edition, shall be used as a guide for lighting installations. The definitions in this handbook shall be used for technical terminology.

(b) Lighting standards.

(1) Entrances into developments from a street may be lighted for traffic safety reasons provided such lighting does not exceed the foot candle requirements for lighting walkways and streets.

(2) Lighting poles mounted on private property within 50 feet from the street right-of-way may not exceed a height of 16 feet.

(3) Accent lighting for building facades and other vertical structures shall be directed solely onto the building or structure and not toward the sky or onto adjacent properties. Direct light emissions shall not be visible above the roofline or beyond the building's edge. Shielding shall be provided to restrict light to the object being accented.

(4) All pole mounted fixtures shall be mounted parallel to the ground. Building mounted floodlights shall be direct cutoff type and set parallel to the ground.

(5) All interior lighting shall be designed to prevent the light source or high levels of light from being visible from the street.

(6) Lighting for uses adjacent to residentially zoned property shall be designed and maintained such that illumination levels do not exceed 1.0 foot-candles along property lines. Lighting for uses adjacent to non-residentially zoned property shall be designed and maintained such that illumination levels do not exceed 3.0 foot-candles along property lines.

(7) The use of search lights, laser lighting, LED lighting in the forms of channel strips, ropes or similar configurations, or lights that pulse, flash, rotate or simulate motion for advertising or promotions is prohibited.

(8) All lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:

a. Fixtures

i. Any wall or pole-mounted light fixture shall be a cutoff luminaire whose source is completely concealed with an opaque housing and shall not be visible from any street. The light output of the fixture shall be 2.5 percent or less of the total output at 90 degrees from the vertical plane and ten percent or less of total output at 80 degrees from the vertical plane.

ii Light fixtures for canopies covering fueling stations and at individual drive-through facilities shall be mounted such that the lens cover is recessed or flush with the bottom surface of the canopy and/or shielded by the fixture or the edge of the canopy. The light output of the fixture shall be 2.5 percent or less of the total output at 90 degrees from the vertical plane and ten percent or less of total output at 80 degrees from the vertical plane.

b. Lamps - For parking lot and site lighting, the same type of lamp must be used for the same or similar type of lighting on any one site or development. All exterior luminaires that operate at greater than 100 watts shall contain lamps having a minimum efficacy of 60 lumens/watt unless the luminaire is controlled by a motion sensor.

i. Illumination levels. All site lighting shall be designed so that the level of illumination as measured in foot-candles (fc) at any one point meets the following standards. Minimum and maximum levels are measured at any one point. Average level is not to exceed the specified limit by more than 20 percent, and is derived using only the area of the site included to receive illumination. Points of measure shall not include the area of the building or areas which do not lend themselves to pedestrian traffic. Also, if the major portion of the lighting design is to be in the front of a building, the average level should not be affected by additional lighting in the back of the same building, which would raise the average of the intended area for lighting. Illumination levels are as follows:

Location or Type of Lighting	Minimum Level (fc)	Average Level (fc)	Maximum Level (fc)
Advertising Sign	N/A	N/A	20.0
Walkways and Streets	0.6	1.0	10.0
Areas for Display of Outdoor Merchandise	1.0	5.0	15.0
Commercial Parking Areas	1.0	5.0	15.0
Multi-family Residential Parking Areas	1.0	5.0	15.0
Building Entrance	2.0	10.0	50.0
Gas Station Pump Areas	6.0	15.0	50.0

c. Methods of measurement. Horizontal illumination levels shall be measured at ground level by a light meter certified by its manufacturer as being calibrated in accordance with standards of the National Institute of Standards and Technology. Maximum illumination readings must be taken directly beneath the luminaire. Vertical illumination readings shall be taken on the surface of the object being lighted or at five feet above the ground for pedestrian areas.

d. Exemptions.

(i) Decorative seasonal lighting for festivals and holidays with a power rating of 75 watts or less.

(ii) Temporary emergency lighting used by police, firefighters, or other emergency services.

(iii) Hazard warning luminaires or safety or security lighting required by regulatory agencies or state or federal law.

e. Requirements for submittals.

(i) Site lighting plans shall be submitted for planning and zoning commission review and approved for any new lighting installations. Plans shall be at a scale to allow the reviewer to determine conformance with this chapter, such as 1" = 20' or 1"= 40'.

(ii) Site lighting plans shall include:

a. Location and mounting information for each light.

b. Illumination calculations showing light levels in foot candles at points located on a ten-foot or smaller grid, including an illustration of the areas masked out per the requirements above regarding points of measurement.

c. A fixture schedule listing fixture design, type of lamp, and wattage of each fixture, and number of lumens after using 85 percent depreciation of initial output for both metal halide and high pressure sodium.

d. Manufacturer's photometric data for each type of light fixture.

e. An illumination summary, including the minimum, average and maximum foot-candles calculations."

SECTION TWENTY ONE

Sec. 1117 of Article XI is hereby deleted in its entirety and replaced with the following language:

"SEC. 1117. - REDUCTION IN FRONT YARD SETBACK.

In the NC-2 district only, fifty (50) percent reduction in the required front yard setback is allowed when all required parking is located exclusively in the rear yard of the parcel."

SECTION TWENTY TWO

Sec. 1118 of Article XI is hereby deleted in its entirety and replaced with the following language:

"Sec. 1118. - Reductions in required parking.

Reduced parking requirements may be aggregated to include reductions based on any of the following factors, with a maximum parking reduction of 25% for any zoning district.

(a) In commercial districts including TC, NC-1, NC-2, and RC, the following reductions in required parking can be applied.

(1) When an existing site without vehicular interconnection is retrofitted to provide permanent access to adjacent sites' parking, a ten-percent reduction in the number of required parking spaces shall be allowed.

(2) Developments wherein the front door is located within two hundred fifty (250) feet of a public transit stop shall be allowed a ten-percent reduction in the required number of parking spaces.

(3) Mixed use developments that include residential and commercial uses integrated into one structure shall be allowed a ten-percent reduction in the required number of parking spaces.

(b) Development within the TC district shall be allowed a ten percent reduction in the required number of parking spaces."

SECTION TWENTY THREE

Sec. 1119 of Article XI is hereby deleted in its entirety and replaced with the following language:

"SEC. 1119. - PERVIOUS PARKING BONUS.

In the NC-2 district only, for every full size parking space required by § 1107 of this Article that is paved with pervious paving as defined in Article IV, an additional fifty (50) square feet of floor area shall be permitted."

SECTION TWENTY FOUR

Article IV of the Zoning Ordinance providing Definitions is hereby amended to add the following defined terms, which shall be inserted in alphabetical order:

"*Accessory building*: A structure that is incidental and subordinate to the principal structure, located on the same lot, and operated or maintained under the same ownership as the principal structure."

"*Accessory use*: A land use that is incidental and subordinate to the principal use."

"*Pervious paving*: A surface that allows water to pass through voids in or between paving materials while providing a stable, load bearing surface for vehicles."

"*Sidewalk clear zone*: An unobstructed walkway with a minimum width of seven (7) feet and hardscaped located between the building face and landscape zone."

SECTION TWENTY FIVE

This Ordinance shall become effective upon the date of its adoption by the City Council

SO ORDAINED, this 5th day of July, 2016

CITY COUNCIL, CITY OF CLARKSTON, GEORGIA

EDWARD TERRY, Mayor

Attest:

Tracy Ashby, City Clerk

Approved as to Form:

7-12-16

Stephen Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6B

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE: Review/Discussion

MEETING DATE: April 25, 2023

SUBJECT: To review and discuss a resolution authorizing the appointment of Brittany N. Trammell as the Solicitor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy, City Manager
David Will, Municipal Court Judge
PHONE NUMBER: 404 -296-6489

PURPOSE: To review and discuss a resolution authorizing the appointment of Brittany N. Trammell as the Solicitor.

NEED/ IMPACT: The Solicitor will provide prosecuting attorney services to the City of Clarkston Municipal Court.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE CONTRACT AND APPOINTMENT OF THE SOLICITOR TO SERVE AS THE PROSECUTING ATTORNEY FOR THE CITY OF CLARKSTON MUNICIPAL COURT.

* * * * *

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

Section 1. That the City Council hereby authorizes the contract and appointment of Solicitor, Brittany Trammell to provide Prosecuting Attorney Services to the City of Clarkston Municipal Court. A copy of said contract is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A

CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES TO CLARKSTON MUNICIPAL COURT

THIS AGREEMENT is made and entered into effective this 1st day of January, 2023, by and between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and BRITTANY N. TRAMMELL, Attorney at Law.

W I T N E S E T H:

WHEREAS, the CITY desires the services of BRITTANY N. TRAMMELL as City Solicitor, pursuant to Section 3.04 of the Charter of the City of Clarkston; and

WHEREAS, BRITTANY N. TRAMMELL is qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a) and desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The CITY hereby contracts with BRITTANY N. TRAMMELL to perform all functions and duties of the prosecuting attorney of the Clarkston Municipal Court (i.e., serve as City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:

    a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court;

    b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;

    c. Participate in administrative and research functions in civil areas when so directed by the City Manager;

d. Report to the City Manager as requested regarding the functions of the Municipal Court system;

e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures;

f. Coordinate with the Municipal Court Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases;

g. Annually review data gathered by the CITY regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;

h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council;

i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and

j. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.

2. Independent Contractor. In performing the duties of City Solicitor, BRITTANY N. TRAMMELL shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his prosecutorial responsibilities, save and except that BRITTANY N. TRAMMELL agrees to carry out his duties in a timely, consistent, fair and effective manner.

3. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2023. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, BRITTANY N. TRAMMELL shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed

to vest in BRITTANY N. TRAMMELL any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. Compensation. Effective January 1, 2023, the compensation shall be $1,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.

5. Hours of Work. It is recognized that the hours devoted by the Solicitor in the performance of his responsibilities may vary with the caseload of the Court. The Solicitor shall report to the City Manager upon request the amount of time he is devoting to his duties as Solicitor.

6. Periodic Review. The City Council may review the performance and compensation of the City Solicitor by such method and at such times as the Council shall deem appropriate.

7. Dues and Subscriptions. The City Solicitor shall maintain membership in an appropriate statewide organization for City Solicitors and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the City Solicitor to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve her performance as City Solicitor. Should the City Solicitor desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.

8. Professional Development. The CITY agrees to reimburse the City Solicitor for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the City Solicitor. The procedures for reimbursement referred to in paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.

9. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the

remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to BRITTANY N. TRAMMELL other than as set forth herein.

CITY OF CLARKSTON:

Beverly H. Burks, Mayor

Date:

BRITTANY N. TRAMMELL

Date:

ATTEST:

Tomika R. Mitchell, City Clerk

Approved as to Form:

Stephen Quinn

Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6C

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: April 25, 2023

SUBJECT: To discuss approving a renewed contract from Sears Pool Management Consultants, Incorporated.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT: Administration

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

ATTACHMENTS: ☒YES ☐ NO
Pages:

PURPOSE: To discuss approving a renewed contract from Sears Pool Management Consultants, Incorporated for $61,200.

NEED/ IMPACT: The Sears Pool Management Consultants, Incorporated will service the Milam Park pool in operation and open season pool maintenance services for the Clarkston Community.

The pool shall open for the season on May 25, 2023, and will close on September 4, 2023.

RECOMMENDATION:
To renew the contract for Sears Pool Management Consultants, Incorporated for $61,200 for 2023.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA RENEWING THE POOL MANAGEMENT CONTRACT AT MILAM PARK WITH SEARS POOL MANAGEMENT CONSULTING, INC.

* * * * *

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

Section 1. That the City Council executes the renewal of the Pool Management Contract at Milam Park with Sears Pool Management Consulting, Inc. in the City of Clarkston, Georgia.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A

SEARS POOL
MANAGEMENT CONSULTANTS

Pool Maintenance & Repair Lifeguard Training & Staffing Construction & Renovation

March 29, 2023

City of Clarkston
Pool Maintenance and Lifeguard Staffing Services

Dear Dan and City of Clarkston Council:

Thank you very much for the opportunity to present a proposal for continuing to provide pool management services to the City of Clarkston pools.

As you are aware, we increased staff wages significantly to combat the staffing shortage issues experienced last year, which increased the cost to the city. However, we have already received positive feedback and have made good progress recruiting pool staff for the 2023 season for Clarkston's Milam Park pool. We also took your feedback on schedule change options to reduce cost and incorporated that into our proposal.

We are very excited to have created a new position, Recruiting and Training Manager. The R&T Manager will be responsible for ensuring that all lifeguards receive top tier training. This new position will primarily be in the field during the pool open months. Milam Park pool will be visited one to two times per week by the R&T Manager or other management staff (in addition to 3x/week maintenance visits). The visits will last approximately 15 - 30 minutes, during which time the facility will be checked for completion of the secondary duties and the lifeguard(s) on duty will be observed for proper scanning techniques, active guarding, and enforcement of the facility rules. A pool visit report form will be emailed to the appropriate pool contact no more than 48 hours after the visit has occurred. A sample Pool Visit Report has been attached the proposal for your review.

A mandatory preseason meeting will be scheduled to allow city staff to meet the lifeguard staff. The preseason meeting will provide the lifeguards with the opportunity to get acquainted with each pool. At this time the rules for the facility will also be reviewed.

A full breakdown and description of services is described in our proposal. The lifeguard schedule can be found in our proposal under the Schedule A and is what we agreed upon via email.

We appreciative the opportunity to provide this proposal and hope to earn your business again for the 2023 season. Please review the attached proposal and let us know if you have any questions or feedback.

Sincerely,

Craig Sears
President

1165 Hightower Trail, Sandy Springs, GA, 30350 Ph: 770-993-7492 F: 770-993-7491
www.searspool.com

Pool Management Agreement

This management agreement is dated , 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 a pool(s) and club facility located at **3867 Norman Road, Clarkston, GA 30021 Dekalb**("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, 2023** through **December 31st, 2023**. 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 25, 2023**. The Pool shall close for the season after **September 4, 2023** . 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

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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.

6. 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.

7. 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.

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8. 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 **3** 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. If Pool leaks and is not repaired, SPMC may assess an additional amount for excess chemical usage.
3. SPMC will vacuum the Pool of debris regularly. SPMC will clean the Pool, skimmer baskets, the Pool's deck, waterline tiles at each visit.
4. SPMC will use algaecide, tile cleaner, scrub brushes, and metal Pool wall brushes to keep the Pool tiles and walls clean and algae free.
5. SPMC will backwash the Pool filter(s) and clean the hair/lint strainer basket(s), as needed.
6. 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.
7. 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.
8. 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.
9. 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 **$200.00** 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.
10. **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).

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11. 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**: 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 $85 per visit plus an hourly rate of $80 per hour (one-hour minimum) for servicing the Pool again.

13. 1. **Repairs and Parts Replacement**: SPMC performs regular repairs and replaces parts on pool pumps, filters, above ground piping, and other pool equipment. Client is responsible for paying SPMC for all repairs and parts expenses incurred during the season. Any repairs or parts costing over **$200.00** each 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 Supply Service: If checked on Schedule B, then 1 applies. If not checked, then 2 applies.

1. During pool 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. If SPMC does not support a dispenser that the customer installs, the customer will be responsible for refilling it. SPMC will remove trash and debris from the restroom floor and sink countertops. SPMC recommends that Clients hire a professional cleaning service. SPMC can provide a separate quote for professional cleaning service upon request.
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 restocked and picked up, 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.

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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.

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.
2. Client is financially responsible for any applicable fees associated with obtaining a permit for operation.
3. Removing and cleaning the Pool cover, if applicable; storing the cover on the customer's premises.
4. Cleaning the Pool and balancing Pool chemistry.
5. Inspecting underwater lights, if applicable.
6. Stock restrooms. Client is responsible for cleaning restrooms for inspection and opening.
7. Cleaning Pool furniture and arranging it properly. Cleaning includes brushing with soapy water and rinsing. If furniture is excessively dirty, mildewed, or stained, pressure washing or specialty cleaning may be needed. SPMC can provide a quote for these services separately, upon request.
8. Mounting diving boards, guard chairs, handrails, and ladders.
9. Inspecting flow meters, pressure gauges, valves, and chemical feeders.
10. Lubricating valves and pump bearings, as necessary.
11. Cleaning and setting up garbage cans in proper locations.
12. Checking the condition of the lifesaving equipment and reporting any damaged or missing equipment to the
13. Client's Designated Representative.
14. Checking the condition of maintenance and cleaning equipment and reporting any damaged or missing
15. equipment to the Client's Designated Representative.
16. Checking the condition of the pump house and the equipment contained therein. Repair equipment as necessary.
17. Starting up filtration system.
18. Inspecting all skimmers, vacuum systems, and return inlets.
19. 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.

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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.

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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.

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 addresses 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. Emergency response hours are considered Monday-Friday after 4:00 pm and before 7:00 am the following day, and all day Saturday and Sunday. There is no fee for assistance over the phone. The additional cost for emergency service visits is $265 including the first hour on site, plus $80 for each additional hour on site.
Non-urgent service related requests can be emailed to service.request@searspool.com. Lifeguard/Attendant related requests can be emailed to lifeguard@searspool.com.

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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.

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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

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.

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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.

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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 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.

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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.

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:

_____

SPMC
By Its President
Craig Sears
Dated_____

_____

City of Clarkston
By Its _____

Dated _____ Type Billing Email Address

Here:

Primary Contact

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City of Clarkston
3867 Norman Road, Clarkston, GA 30021

SCHEDULE A: Pool Operating Schedule

The Pool shall open for the season **May 25, 2023**. The Pool shall be closed for the season after **September 4, 2023**.
SPMC shall maintain the pool **3** times per week, as described in this Agreement. The Pool shall be open and guarded for a total of **1,734** guard hours as follows:

Please see attached excel document.

SPMC shall provide lifeguards during scheduled times as noted above. Outside of these dates and times, the Pool shall be serviced 2x/week and available to Client for use at their own risk.

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City of Clarkston
3867 Norman Road, Clarkston, GA 30021
SCHEDULE B –Payment Schedule

Schedule B-Payment Schedule	Price
Pool Supplies SPMC will provide adequate pool chemicals and supplies for the Pool open season, as listed in Section IV.B.	$3,900.00
Service Visits 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.	$6,100.00
Restroom Services SPMC will restock Client's restroom with supplies, and remove trash and debris from the restrooms.	$750.00
Cost of Lifeguard/Employee Wages SPMC will provide lifeguard and/or gate attendant services	$39,150.00
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.	$10,300.00
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 per month will be billed.	$1,000.00
○ SPMC will provide winter maintenance services. This price assumes the pool is uncovered.	$2,950.00
Total	**$61,200.00**

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Payment Schedule	Payment
Ten percent (10%) of the total amount is due upon signing of the contract.	$6,120.00
Ten percent (10%) of the total amount is due February 1, 2023.	$6,120.00
Fifteen percent (15%) of the total amount is due April 1, 2023.	$9,180.00
Twenty percent (20%) of the total amount is due June 1, 2023.	$12,240.00
Twenty percent (20%) of the total amount is due July 1, 2023.	$12,240.00
Twenty percent (20%) of the total amount is due August 1, 2023.	$12,240.00
Five percent (5%) of the total amount is due September 1, 2023.	$3,060.00

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 in this Agreement for an additional **$950** per week. To allow adequate time for ordering and receiving additional chemicals, as well as adjusting the maintenance and pool closing schedules, Client will provide SPMC with a minimum of 2 weeks advance notice. If Client requests season extension with less than 2 weeks notice, SPMC cannot guarantee that it will be possible and additional costs may apply.

Option 2: Close the Pool Wednesdays during the season. This will reduce your price to $62,600.

Option 3: Delay pool opening to 12 noon daily. This will reduce your price to $62,950.

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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 forty-five ($45.00) dollars per hour for each additional lifeguard necessary, with a minimum of ninety ($90.00) 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 $17.50/hr. Hours added to Schedule A shall be billed at the following rates:
Pre-Memorial Day and Post Labor Day (if available): $40/hour
Memorial Day – July 30: $25/hour
August 1 – Labor Day: $35/hour
Holidays: $40/hour

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AUGUST & SEPTEMBER SHIFTS ARE ALL BILLED AS SCHOOL DAY SHIFTS

Day	Date	Opening	Closing	Regular	School	Holiday	Guards	
Monday	5/1/2023				0.00			
Tuesday	5/2/2023				0.00			
Wednesday	5/3/2023				0.00			
Thursday	5/4/2023				0.00			
Friday	5/5/2023				0.00			
Saturday	5/6/2023				0.00			
Sunday	5/7/2023				0.00			
Monday	5/8/2023				0.00			
Tuesday	5/9/2023				0.00			
Wednesday	5/10/2023				0.00			
Thursday	5/11/2023				0.00			
Friday	5/12/2023				0.00			
Saturday	5/13/2023				0.00			
Sunday	5/14/2023				0.00			
Monday	5/15/2023				0.00			
Tuesday	5/16/2023				0.00			
Wednesday	5/17/2023				0.00			
Thursday	5/18/2023				0.00			
Friday	5/19/2023				0.00			
Saturday	5/20/2023				0.00			
Sunday	5/21/2023				0.00			
Monday	5/22/2023				0.00			
Tuesday	5/23/2023				0.00			
Wednesday	5/24/2023				0.00			Last Day of school
Thursday	5/25/2023	11:00:00 AM	6:00:00 PM		28.00		4	
Friday	5/26/2023	11:00:00 AM	6:00:00 PM		28.00		4	
Saturday	5/27/2023	11:00:00 AM	6:00:00 PM			28.00	4	Memorial Day
Sunday	5/28/2023	12:00:00 PM	6:00:00 PM			24.00	4	Memorial Day
Monday	5/29/2023	11:00:00 AM	6:00:00 PM			28.00	4	Memorial Day
Tuesday	5/30/2023			0.00				
Wednesday	5/31/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Thursday	6/1/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Friday	6/2/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Saturday	6/3/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Sunday	6/4/2023	12:00:00 PM	6:00:00 PM	24.00			4	
Monday	6/5/2023			0.00				
Tuesday	6/6/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Wednesday	6/7/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Thursday	6/8/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Friday	6/9/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Saturday	6/10/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Sunday	6/11/2023	12:00:00 PM	6:00:00 PM	24.00			4	
Monday	6/12/2023			0.00				
Tuesday	6/13/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Wednesday	6/14/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Thursday	6/15/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Friday	6/16/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Saturday	6/17/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Sunday	6/18/2023	12:00:00 PM	6:00:00 PM	24.00			4	
Monday	6/19/2023			0.00				
Tuesday	6/20/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Wednesday	6/21/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Thursday	6/22/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Friday	6/23/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Saturday	6/24/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Sunday	6/25/2023	12:00:00 PM	6:00:00 PM	24.00			4	
Monday	6/26/2023			0.00				
Tuesday	6/27/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Wednesday	6/28/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Thursday	6/29/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Friday	6/30/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Saturday	7/1/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Sunday	7/2/2023	12:00:00 PM	6:00:00 PM	24.00			4	
Monday	7/3/2023	11:00:00 AM	6:00:00 PM	28.00			4	
Tuesday	7/4/2023	11:00:00 AM	6:00:00 PM			28.00	4	
Wednesday	7/5/2023			0.00				

Day	Date	Opening	Closing	Regular	School	Holiday	Guards	
Monday	5/1/2023				0.00			
Tuesday	5/2/2023				0.00			
Wednesda	5/3/2023				0.00			
Thursday	5/4/2023				0.00			
Friday	5/5/2023				0.00			
Saturday	5/6/2023				0.00			
Sunday	5/7/2023				0.00			
Monday	5/8/2023				0.00			
Tuesday	5/9/2023				0.00			
Wednesda	5/10/2023				0.00			
Thursday	5/11/2023				0.00			
Friday	5/12/2023				0.00			
Saturday	5/13/2023				0.00			
Sunday	5/14/2023				0.00			
Monday	5/15/2023				0.00			
Tuesday	5/16/2023				0.00			
Wednesda	5/17/2023				0.00			
Thursday	5/18/2023				0.00			
Friday	5/19/2023				0.00			
Saturday	5/20/2023				0.00			
Sunday	5/21/2023				0.00			
Monday	5/22/2023				0.00			
Tuesday	5/23/2023				0.00			
Wednesda	5/24/2023				0.00			Last Day of school
Thursday	5/25/2023				0.00			
Friday	5/26/2023				0.00			
Saturday	5/27/2023					0.00		Memorial Day
Sunday	5/28/2023					0.00		Memorial Day
Monday	5/29/2023					0.00		Memorial Day
Tuesday	5/30/2023			0.00				
Wednesda	5/31/2023			0.00				
Thursday	6/1/2023			0.00				
Friday	6/2/2023			0.00				
Saturday	6/3/2023			0.00				
Sunday	6/4/2023			0.00				
Monday	6/5/2023			0.00				
Tuesday	6/6/2023			0.00				
Wednesda	6/7/2023			0.00				
Thursday	6/8/2023			0.00				
Friday	6/9/2023			0.00				
Saturday	6/10/2023			0.00				
Sunday	6/11/2023			0.00				
Monday	6/12/2023			0.00				
Tuesday	6/13/2023			0.00				
Wednesda	6/14/2023			0.00				
Thursday	6/15/2023			0.00				
Friday	6/16/2023			0.00				
Saturday	6/17/2023			0.00				
Sunday	6/18/2023			0.00				
Monday	6/19/2023			0.00				
Tuesday	6/20/2023			0.00				
Wednesda	6/21/2023			0.00				
Thursday	6/22/2023			0.00				
Friday	6/23/2023			0.00				
Saturday	6/24/2023			0.00				
Sunday	6/25/2023			0.00				
Monday	6/26/2023			0.00				
Tuesday	6/27/2023			0.00				
Wednesda	6/28/2023			0.00				
Thursday	6/29/2023			0.00				
Friday	6/30/2023			0.00				
Saturday	7/1/2023			0.00				
Sunday	7/2/2023			0.00				
Monday	7/3/2023			0.00				
Tuesday	7/4/2023					0.00		
Wednesda	7/5/2023			0.00				

Thursday	7/6/2023	11:00:00 AM	6:00:00 PM	21.00		3			Thursday	7/6/2023	0.00		
Friday	7/7/2023	11:00:00 AM	6:00:00 PM	21.00		3			Friday	7/7/2023	0.00		
Saturday	7/8/2023	11:00:00 AM	6:00:00 PM	21.00		3			Saturday	7/8/2023	0.00		
Sunday	7/9/2023	12:00:00 PM	6:00:00 PM	18.00		3			Sunday	7/9/2023	0.00		
Monday	7/10/2023			0.00					Monday	7/10/2023	0.00		
Tuesday	7/11/2023	11:00:00 AM	6:00:00 PM	21.00		3			Tuesday	7/11/2023	0.00		
Wednesday	7/12/2023	11:00:00 AM	6:00:00 PM	21.00		3			Wednesda	7/12/2023	0.00		
Thursday	7/13/2023	11:00:00 AM	6:00:00 PM	21.00		3			Thursday	7/13/2023	0.00		
Friday	7/14/2023	11:00:00 AM	6:00:00 PM	21.00		3			Friday	7/14/2023	0.00		
Saturday	7/15/2023	11:00:00 AM	6:00:00 PM	21.00		3			Saturday	7/15/2023	0.00		
Sunday	7/16/2023	12:00:00 PM	6:00:00 PM	18.00		3			Sunday	7/16/2023	0.00		
Monday	7/17/2023			0.00					Monday	7/17/2023	0.00		
Tuesday	7/18/2023	11:00:00 AM	6:00:00 PM	21.00		3			Tuesday	7/18/2023	0.00		
Wednesday	7/19/2023	11:00:00 AM	6:00:00 PM	21.00		3			Wednesda	7/19/2023	0.00		
Thursday	7/20/2023	11:00:00 AM	6:00:00 PM	21.00		3			Thursday	7/20/2023	0.00		
Friday	7/21/2023	11:00:00 AM	6:00:00 PM	21.00		3			Friday	7/21/2023	0.00		
Saturday	7/22/2023	11:00:00 AM	6:00:00 PM	21.00		3			Saturday	7/22/2023	0.00		
Sunday	7/23/2023	12:00:00 PM	6:00:00 PM	18.00		3			Sunday	7/23/2023	0.00		
Monday	7/24/2023			0.00					Monday	7/24/2023	0.00		
Tuesday	7/25/2023	11:00:00 AM	6:00:00 PM	21.00		3			Tuesday	7/25/2023	0.00		
Wednesday	7/26/2023	11:00:00 AM	6:00:00 PM	21.00		3			Wednesda	7/26/2023	0.00		
Thursday	7/27/2023	11:00:00 AM	6:00:00 PM	21.00		3			Thursday	7/27/2023	0.00		
Friday	7/28/2023	11:00:00 AM	6:00:00 PM	21.00		3			Friday	7/28/2023	0.00		
Saturday	7/29/2023	11:00:00 AM	6:00:00 PM	21.00		3			Saturday	7/29/2023	0.00		
Sunday	7/30/2023	12:00:00 PM	6:00:00 PM	18.00		3			Sunday	7/30/2023	0.00		
Monday	7/31/2023			0.00					Monday	7/31/2023	0.00		
Tuesday	8/1/2023	11:00:00 AM	6:00:00 PM		21.00	3			Tuesday	8/1/2023		0.00	
Wednesday	8/2/2023	11:00:00 AM	6:00:00 PM		21.00	3			Wednesda	8/2/2023		0.00	
Thursday	8/3/2023	11:00:00 AM	6:00:00 PM		21.00	3			Thursday	8/3/2023		0.00	
Friday	8/4/2023	11:00:00 AM	6:00:00 PM		21.00	3			Friday	8/4/2023		0.00	
Saturday	8/5/2023	11:00:00 AM	6:00:00 PM		21.00	3			Saturday	8/5/2023		0.00	
Sunday	8/6/2023	12:00:00 PM	6:00:00 PM		18.00	3			Sunday	8/6/2023		0.00	
Monday	8/7/2023				0.00			First Day of school	Monday	8/7/2023		0.00	First Day of school
Tuesday	8/8/2023				0.00				Tuesday	8/8/2023		0.00	
Wednesday	8/9/2023				0.00				Wednesda	8/9/2023		0.00	
Thursday	8/10/2023				0.00				Thursday	8/10/2023		0.00	
Friday	8/11/2023				0.00				Friday	8/11/2023		0.00	
Saturday	8/12/2023				0.00				Saturday	8/12/2023		0.00	
Sunday	8/13/2023				0.00				Sunday	8/13/2023		0.00	
Monday	8/14/2023	11:00:00 AM	6:00:00 PM		21.00	3			Monday	8/14/2023		0.00	
Tuesday	8/15/2023	12:00:00 PM	6:00:00 PM		18.00	3			Tuesday	8/15/2023		0.00	
Wednesday	8/16/2023				0.00				Wednesda	8/16/2023		0.00	
Thursday	8/17/2023				0.00				Thursday	8/17/2023		0.00	
Friday	8/18/2023				0.00				Friday	8/18/2023		0.00	
Saturday	8/19/2023	11:00:00 AM	6:00:00 PM		21.00	3			Saturday	8/19/2023		0.00	
Sunday	8/20/2023	12:00:00 PM	6:00:00 PM		18.00	3			Sunday	8/20/2023		0.00	
Monday	8/21/2023				0.00				Monday	8/21/2023		0.00	
Tuesday	8/22/2023				0.00				Tuesday	8/22/2023		0.00	
Wednesday	8/23/2023				0.00				Wednesda	8/23/2023		0.00	
Thursday	8/24/2023				0.00				Thursday	8/24/2023		0.00	
Friday	8/25/2023				0.00				Friday	8/25/2023		0.00	
Saturday	8/26/2023	11:00:00 AM	6:00:00 PM		21.00	3			Saturday	8/26/2023		0.00	
Sunday	8/27/2023	12:00:00 PM	6:00:00 PM		18.00	3			Sunday	8/27/2023		0.00	
Monday	8/28/2023				0.00				Monday	8/28/2023		0.00	
Tuesday	8/29/2023				0.00				Tuesday	8/29/2023		0.00	
Wednesday	8/30/2023				0.00				Wednesda	8/30/2023		0.00	
Thursday	8/31/2023				0.00				Thursday	8/31/2023		0.00	
Friday	9/1/2023				0.00				Friday	9/1/2023		0.00	
Saturday	9/2/2023	11:00:00 AM	6:00:00 PM		21.00	3		Labor Day	Saturday	9/2/2023		0.00	Labor Day
Sunday	9/3/2023	12:00:00 PM	6:00:00 PM		18.00	3		Labor Day	Sunday	9/3/2023		0.00	Labor Day
Monday	9/4/2023	11:00:00 AM	6:00:00 PM		21.00	3		Labor Day	Monday	9/4/2023		0.00	Labor Day
Tuesday	9/5/2023				0.00				Tuesday	9/5/2023		0.00	
Wednesday	9/6/2023				0.00				Wednesda	9/6/2023		0.00	
Thursday	9/7/2023				0.00				Thursday	9/7/2023		0.00	
Friday	9/8/2023				0.00				Friday	9/8/2023		0.00	
Saturday	9/9/2023				0.00				Saturday	9/9/2023		0.00	
Sunday	9/10/2023				0.00				Sunday	9/10/2023		0.00	
Monday	9/11/2023				0.00				Monday	9/11/2023		0.00	

Tuesday	9/12/2023		0.00			Tuesday	9/12/2023		0.00		
Wednesday	9/13/2023		0.00			Wednesda	9/13/2023		0.00		
Thursday	9/14/2023		0.00			Thursday	9/14/2023		0.00		
Friday	9/15/2023		0.00			Friday	9/15/2023		0.00		
Saturday	9/16/2023		0.00			Saturday	9/16/2023		0.00		
Sunday	9/17/2023		0.00			Sunday	9/17/2023		0.00		
Monday	9/18/2023		0.00			Monday	9/18/2023		0.00		
Tuesday	9/19/2023		0.00			Tuesday	9/19/2023		0.00		
Wednesday	9/20/2023		0.00			Wednesda	9/20/2023		0.00		
Thursday	9/21/2023		0.00			Thursday	9/21/2023		0.00		
Friday	9/22/2023		0.00			Friday	9/22/2023		0.00		
Saturday	9/23/2023		0.00			Saturday	9/23/2023		0.00		
Sunday	9/24/2023		0.00			Sunday	9/24/2023		0.00		
Monday	9/25/2023		0.00			Monday	9/25/2023		0.00		
Tuesday	9/26/2023		0.00			Tuesday	9/26/2023		0.00		
Wednesday	9/27/2023		0.00			Wednesda	9/27/2023		0.00		
Thursday	9/28/2023		0.00			Thursday	9/28/2023		0.00		
Friday	9/29/2023		0.00			Friday	9/29/2023		0.00		
Saturday	9/30/2023		0.00			Saturday	9/30/2023		0.00		
Sunday	10/1/2023		0.00			Sunday	10/1/2023		0.00		
Totals		**1270.00**	**296.00**	**168.00**		**Totals**		**0.00**	**0.00**	**0.00**	
									Total Hour:	0.00	
		1270.00	296.00	168.00	1734.00						

CITY OF CLARKSTON

ITEM NO: 6D

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: April 25, 2023

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

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT: Administration

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

ATTACHMENTS: ☒YES ☐ NO
Pages:

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

NEED/ IMPACT: *The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vested and considered. All people have the right to be treated with respect, courtesy, and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other*. – Civility Pledge

RECOMMENDATION:
N/A

A RESOLUTION
PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE [CITY/TOWN] OF [NAME]

WHEREAS, the [City/Town] [Council/Commission] of the [City/Town] of [Name] (the "[Council/Commission]"), the governing body of the [City/Town] of [Name], Georgia (the "Municipality"), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The [City/Town] of [Name] pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

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

SECTION THREE

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

SECTION FOUR

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

SECTION FIVE

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

SECTION SIX

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

SECTION SEVEN

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

ADOPTED this ___ day of _____, 20__.

_____ Mayor

_____ Councilmember/Commissioner

_____ Councilmember/Commissioner

_____ Councilmember/Commissioner

_____ Councilmember/Commissioner

_____ Councilmember/Commissioner

_____ Councilmember/Commissioner

ATTEST:

_____ [City/Town] Clerk

EMBRACE CIVILITY

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

GEORGIA MUNICIPAL ASSOCIATION

GEORGIA CITY SOLUTIONS
A Georgia Municipal Association Nonprofit

EMBRACE CIVILITY

WHAT IS CIVILITY?

Civility is more than just politeness. It is about disagreeing without disrespect, seeking common ground as a starting point for dialogue about differences, listening past one's preconceptions and teaching others to do the same. Civility is the hard work of staying present even with those with whom we have deep-rooted and fierce disagreement.*

WHY CIVILITY MATTERS FOR CITIES?

1. Civil behavior and speech are critically important to a healthy, functional and respectful society.
2. A 2019 survey revealed that 93 percent of Americans believe that incivility is a problem, with 68 percent identifying incivility as a major problem.**
3. Cities need a plan to counteract the growing polarization and challenges caused by incivility.

*The Institute for Civility in Government
** Weber Shandwick's annual poll, Civility in America 2019

"Civility fosters respect, trust, and belonging. By modeling and practicing civility, city leaders set an expectation that vigorous debate and vetting of ideas can be respectful and productive, leading to better engagement and outcomes for all."

LARRY HANSON, GMA CEO & EXECUTIVE DIRECTOR

EMBRACE CIVILITY

9 PILLARS OF CIVILITY

Be considerate of others' opinions. It's ok to agree to disagree.

Manage your emotions. Get curious instead of furious.

A silent voice is not always a weak voice. Sometimes it's ok not to respond.

Be Kind! Make your point about the issue, not the person.

Actively listen, to learn how to Engage respectfully!

Think about the impact of your actions and not the intent.

Ask questions to learn. Answer questions with respect.

Remember the acronym QTIP (Quit Taking It Personal).

Have empathy! Just because you have not experienced it, does not mean it does not exist.

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ADOPT THE CIVILITY RESOLUTION AND PLEDGE TO BECOME A CITY OF CIVILITY TODAY!

GEORGIA CITY SOLUTIONS

GEORGIA MUNICIPAL ASSOCIATION

WWW.GACITIES.COM/CIVILITY

CITY OF CLARKSTON

ITEM NO: 6E

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: April 25, 2023

SUBJECT: To discuss codifying a public comment policy for the city council work session and regular city council meetings.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT: City Council

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

ATTACHMENTS: ☒YES ☐ NO
Pages:

PURPOSE: To discuss codifying a public comment policy for the city council work session and a regular city council meeting.

NEED/ IMPACT: To codify public comment policies and procedures for the City Council of the City of Clarkston.

RECOMMENDATION:
N/A

CLARKSTON CITY COUNCIL
MEETING PUBLIC COMMENT POLICY

The following rules shall govern comments by members of the public at all regular meetings and work sessions held by the Clarkston City Council.

1. **Regular Meeting Comment Policy**

Regular meetings of the City Council include a designated time (of up to 40 minutes total) for public comment. Such public comment period is subject to the following regulations:

   a. **Registration Required**

Individuals desiring to comment, whether attending in person or via video conference, must register in advance by submitting their name and address to the City Clerk. Public comment forms may be submitted via email to the City Clerk or in person. Such requests to make a public comment must be received by the City Clerk not less than 30 minutes prior to the beginning of the regular meeting. Speakers will be allowed to speak in the order that their registration was received.

   b. **Permitted Topics**

Comments are not limited to the items listed on the agenda for the regular meeting but must pertain to City business or matters directly impacting Clarkston residents or businesses.

2. **Work Session Comment Policy**

At work sessions there will be an opportunity for the pubic to comment during each agenda item, at the discretion of the Presiding Officer. Each speaker is limited to a maximum of 4 minutes for their comment. No more than 15 minutes will be allowed in total for each agenda item.

   a. **Registration Not Required**

Individuals desiring to comment during a work session need not register in advance but instead shall either line up at the speaker podium (if attending in person) or "raise their hand" (if attending by video conference) during the Council discussion of the agenda item.

   b. **Permitted Topics**
   c.

Comments at work sessions are limited to the agenda item then being addressed by the Council. Comments regarding issues not on the agenda are not permitted and should be reserved for the regular meeting public comment period.

DRAFT

3. **<u>Rules for Comments at All Meetings</u>**

Once recognized by the Presiding Officer, each speaker will be allowed up to 3 minutes for their public comment. Comments consisting of a series of questions should be submitted to the City Clerk in writing to facilitate follow-up by the Council or staff. Abusive, profane, or derogatory language and insults or attacks of a personal nature will not be permitted. Anyone violating this policy will be asked to immediately cease speaking and yield the floor.

DRAFT

CITY OF CLARKSTON

ITEM NO: 6F

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:

Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: April 25, 2023

SUBJECT: To discuss a resolution to deny the claim asserted by claimant Larry McClam.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT:
Administration

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

ATTACHMENTS: ☒YES ☐ NO
Pages:

PURPOSE: To discuss the claim the City received from legal counsel representing Larry McClam dated January 26, 2023.

NEED/ IMPACT: The city denies Mr. McClam's claim pursuant to O.C.G.A. Section 36-33-5.

RECOMMENDATION: The City Attorney is hereby directed to communicate with Mr. McClam's legal counsel to inform him of this denial of his claim.

THE FOSTER FIRM

January 26, 2023

VIA CERTIFIED MAIL/RETURN RECEIPT:
Todd Spivey, Chief of Police
Riverdale Police Department
6690 Church Street
Riverdale, GA 30274

Christine Hudson, Chief of Police
City of Clarkston Police Department
City Hall Annex
1055 Rowland Street
Clarkston, GA 30021

Dr. Evelyn Wynn-Dixon, Mayor
City of Riverdale
7200 Church Street
Riverdale, GA 30274

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

RE: **LETTER OF REPRESENTATION AND REQUEST TO PRESERVE EVIDENCE**
Date of Incident: September 14, 2021
Location of Accident: Riverdale, GA
Our Client: Larry McClam

Dear Madame/Sir:

Please be advised that we are representing Mr. Larry McClam, where Mr. McClam was falsely accused and implicated by members of the Riverdale Police Department, who is also his employer, of acts of misconduct that subsequently resulted in his arrest, demotion, character assassination and humiliation.

On September 14, 2021, our client Larry McClam was at work as a police officer for Riverdale Police Department when he was made aware of a warrant against him and that he needed to answer to this warrant by turning himself in. He then left work to prepare to turn

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Atlanta, Ga 30349
Phone: (404) 559-8325 Fax: (404) 559-8335
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himself in. He returned to work to turn himself in around 5pm on September 14, 2021 and the intake process began. After several hours of processing, our client was released on signature bond. He then went to Riverdale Police Department to turn his gun and badge over to Internal Affairs contact Officer Threat; he was informed at that time that he should not be surprised if his story came out in the media. The next morning, his story was all over the news. He was then assigned to desk duty with no gun or badge.

Allegedly, after reading the allegations against him via a Clarkston Police Department's report, our client realized that it was actually Riverdale Police Department that had falsely implicated him in an incident and shared false information with Clarkston Police Department that placed him at a location committing unlawful acts, causing his arrest and demotion. Riverdale Police Department denied the allegations against them made by this report and corroborated that our client DID NOT in fact commit any acts that should have had him arrested and demoted. Next, the Riverdale Police Department began retaliatory tactics against our client. Due to the stress of this hostile work environment, and in addition to all that has already occurred, additionally, our client has had to take extended leave from work and have suffered mental and emotional stress.

Pursuant to O.C.G.A. § 33-3-28, please provide our office with the name, address and phone number for each insurance company providing coverage to you for our client's claim. Please also provide within sixty (60) days of receiving this letter, a statement under oath setting forth the following information:

1. identify each known liability and casualty policy of insurance issued by your company applicable to this accident, including excess or umbrella insurance;

2. state the name of the actual insurer;

3. state the name of each insured;

4. state the limits of coverage;

You may provide a certified copy of each policy's declaration page instead. Please note that not only should this information be provided in regard to the above-mentioned policy, but your company must also provide this information in regard to all other applicable insurance policies issued by your agency. In addition, your insured must furnish the name of each insurer which may provide additional liability and casualty coverage for this accident. The applicable policies should include umbrella policies, excess liability policies, and all other liability and casualty policies issued in the name of the insured.

THE FOSTER FIRM

Any contact or correspondence from your company concerning this matter should be made through our office. Please do not attempt to contact our client directly.

All previous medical, wage and other authorizations for release of information provided to you or your company are hereby revoked. If you require any information, please let me know and we will be happy to provide it to you upon reasonable request.

After we have had an opportunity to review all the facts of the accident and evaluate our client's injuries and damages, we will forward to you documentation supporting our client's claims.

Also, it has been brought to our attention that you or your insured may have obtained photographs and/or videos of the incident. **Please ensure that all photographs and/or videos taken for any purpose regarding the incident from September 14, 2021 are properly preserved for use as evidence in this case.**

WITH RESPECT TO THE ABOVE-REFERENCED INCIDENT,

PLEASE PRESERVE THE FOLLOWING:

1. Any and all statements taken of witnesses concerning the incident that occurred on or about September 14, 2021 involving Larry McClam;

2. All witness summaries and investigative memoranda prepared by City of Clarkston/Riverdale Police Department concerning the above-referenced incident;

3. All tape recordings, photographs, video tapes, surveillance, or digital images depicting the above-referenced incident as well as the area where the incident occurred for a one-hour period prior Larry McClam's incident;

4. Any and all record of communications by and between City of Clarkston/Riverdale Police Department and Larry McClam regarding the above-referenced incident, including but not limited to audio tapes or other forms of recordation;

5. Any and all photographs pertaining to Larry McClam or to the above-referenced accident;

6. Other tangible items of material from the property in question or secured from the area immediately surrounding Larry McClam at the time of his incident on September 14, 2021.

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www.TheFosterFirmWins.com

THE FOSTER FIRM

7. Any and all other paperwork, documentation, diagrams or other tangible matters of whatever kind produced in connection with any investigation made into the above-referenced accident.

If you fail to preserve and maintain this evidence, we will have no alternative but to seek any sanctions allowed under the law. *R.A. Siegel Co. v. Bowen*, 246 Ga. 177, 539 S.E.2d 873 (2000). We would appreciate you sending me copies of any and all photographs and videos in your possession regarding this claim.

If you have any questions or wish to discuss this matter further, please feel free to call us.

Sincerely yours,

Keith Foster, Esq

1895 Phoenix Blvd., Suite 110
Atlanta, Ga 30349
Phone: (404) 559-8325 Fax: (404) 559-8335
www.TheFosterFirmWins.com

THE FOSTER FIRM
PERSONAL INJURY SPECIALISTS

January 31, 2023

VIA FACSIMILE 517.886.8742 & CERTIFIED U.S. MAIL

Kelly Alvarado
Auto Owners Insurance
6101 Anacapri Blvd.
Lansing, MI 48917

Notices of Representation

Our Client	:	Darrell Jackson
Date of Loss	:	11/14/2022
Claim No.	:	300-0768206-2022
Your Insured	:	Darrell Jackson

Dear Express Team:

This firm has been retained to represent the interests of Darrell Jackson who suffered personal injuries because of the automobile accident involving Jimmy Pollard on 11/14/2022 at the location of Pharr Road and Piedmont Road in Atlanta, GA. All future correspondence and communication should be directed to our firm.

1. **The purpose of this letter is to notify you that our client may have an uninsured/underinsured motorist claim against the policy issued by your company depending on the amount of the tortfeasor's coverage, along with medical payment coverage.**
2. **The policy limits of each known insurer who may be liable to my client for this claim.**

If you have any questions, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,

Mia Lewis – Intake Manager

CIERRA HALL
NOTARY PUBLIC
FULTON COUNTY, GA
MY COMMISSION EXPIRES
NOVEMBER 08 2026

Notary Public
Sworn to and subscribed before me
This 31st day of January, 2023

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CITY OF CLARKSTON

ITEM NO: 6G

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: April 25, 2023

SUBJECT : To discuss amending the adopted 2023 City Council Meeting Schedule to change the June 27, 2023, Work session meeting to June 29, 2023.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT: City Council

INFORMATION CONTACT: **Mayor Beverly Burks**

PHONE NUMBER: 404-296-6489

ATTACHMENTS: ☒YES ☐ NO
Pages:

PURPOSE: To discuss amending and approving to change the June 27, 2023, City Council Work Session meeting to June 29, 2023.

NEED/ IMPACT: The adopted change will allow the Mayor and City Council to attend the Georgia Municipal Association 2023 Annual Convention from June 23-27, 2023.

RECOMMENDATION:
N/A

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

2023 CITY COUNCIL MEETINGS SCHEDULE

Unless otherwise noted all meetings are held on Tuesday's at 7:00 p.m.

MEETING DATES	MEETING TYPE & NOTES
JAN 3 JAN 10	WORK SESSION REGULAR MEETING
JAN 31 FEB 7	WORK SESSION REGULAR MEETING
FEB 28 MAR 7	WORK SESSION REGULAR MEETING
MAR 28 APR 4	WORK SESSION REGULAR MEETING
APR 25 MAY 2	WORK SESSION REGULAR MEETING
MAY 30 JUNE 6	SPECIAL CALLED MEETING AT 10:00 AM & 6:30 PM MILLAGE RATE PUBLIC HEARING WORK SESSION AT 7:00 PM REGULAR MEETING – **MILLAGE RATE PUBLIC HEARING – ADOPT MILLAGE RATE**
JUNE 27 JULY 6	WORK SESSION REGULAR MEETING
JULY 25 AUG 3	WORK SESSION **Due to National Night Out on Tuesday, August 1** REGULAR MEETING – **Thursday, August 3**
AUG 29 SEPT 5	WORK SESSION REGULAR MEETING
SEPT 26 OCT 3	WORK SESSION REGULAR MEETING
OCT 31 NOV 9	WORK SESSION REGULAR MEETING
NOV 28 DEC 5	SPECIAL CALL MEETING 6:30 PM **FY 2023 BUDGET PUBLIC HEARING** WORK SESSION MEETING – **FY 2023 BUDGET** REGULAR MEETING

Revised 12/06/2022

CITY OF CLARKSTON

ITEM NO: GH

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: April 25, 2023

SUBJECT: To discuss adopting a resolution for Georgia Cities Week for April 23-29, 2023.

PUBLIC HEARING: ☐ YES ☒NO

DEPARTMENT:
Administration/Economic Development.

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

ATTACHMENTS: ☒YES ☐ NO
Pages:

PURPOSE: Georgia Cities Week is April 23rd-29th. Cities Week is an annual event that celebrates the importance of cities.

During cities week, there will be a variety of events and activities scheduled for the city. The event schedule is attached.

NEED/ IMPACT: The events are a great opportunity to connect with citizens, learn about new developments and continue to shape the future of the city.

RECOMMENDATION:
To adopt the resolution for Georgia Cities Week April 23-29 for the City of Clarkston.

GEORGIA CITIES WEEK
APRIL 23-29, 2023

A RESOLUTION OF THE CITY OF _____ RECOGNIZING GEORGIA CITIES WEEK, APRIL 23-29, 2023, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF _____ DECLARES APRIL 23-29, 2023 AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF _____ ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

PASSED AND ADOPTED by the City of _____.

CITY OF CLARKSTON
where possibilities grow

Clarkston

celebrates

Georgia Cities Week

"Lighting the Way"

April 23-29, 2023

April 25

City Council Proclamation of Georgia Cities Week
@City Council Meeting 7PM/Hybrid

April 26

A Community Conversation: A Roundtable Discussion with the Mayor
6PM/Clarkston Community Center

April 27

Unveiling of City's 1st Crosswalk Mural
Placemaking & Econ. Development
10AM/Downtown Market St.

April 28

The City Visit a School Day
1:30PM/Indian Creek Elementary School

Jazz in the Park feat. The Dekalb School of the Arts
6PM-7:30PM/ Milam Park
Free to Public
Bring Chairs, Blankets, Snacks
Snow Cone Truck will be present.

April 29

Community Waterway Cleanup: "Rivers Alive"
9AM/ Friendship Forest Wildlife Sanctuary