



# CITY COUNCIL WORK SESSION

*Beverly Burks –Mayor*

*Awet Eyasu*

*Ahmed Hassan*

*Jamie Carroll*

*Laura Hopkins*

*Debra Johnson*

*Robin Gomez – City Manager*

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## AGENDA

**Thursday, January 7, 2021 7:00PM**

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### **A. ROLL CALL**

### **B. WORK SESSION - RESIDENT COMMENT POLICY**

Any member of the public may address questions or comments to the 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.

### **C. PRESENTATION/ ADMINISTRATIVE BUSINESS NEW BUSINESS**

### **D. OLD BUSINESS**

### **E. NEW BUSINESS**

E1) Discuss recommendations and approve to fill one (1) vacant position and to reconfirm three (3) expiring term positions on the Planning and Zoning Board.

E2) Approve Package Alcohol Application – 4556 E Ponce de Leon Ave

E3) Award Trailhead & Rowland St Pedestrian Improvements bid to the lowest bidder – SOL Construction

E4) To present to the Mayor and City Council the selection committee's recommendation to perform the City's zoning ordinance rewrite services

E5) 2021 Comprehensive Plan Update

E6) Vice-Mayor Selection

E7) Confirm Attorney

E8) Confirm Auditor

E9) Confirm Judge

E10) Confirm Solicitor

E11) Confirm Ethics Hearing Officer

E12) Approve an additional 10% hazard/COVID-19 pay for all City employees for all hours actually worked at a City facility or in the field during the continued Pandemic.

E13) Proclamation for MLK Day

E14) Digital Inclusion Resolution

E15) Proposed Police Ordinance to make it unlawful to cause a peace officer to contact a person solely to discriminate against the person on the basis of the person's race, ethnicity, religious affiliation, gender, sexual orientation, or gender identity

E16) Amend City Manager Employment Agreement

E17) Discuss Clarkston Development Authority name

E18) Discuss Charter Review Committee Proposed Changes

E19) Discuss Appointing Historic Preservation Committee member

### **F. ADJOURNMENT**

CITY OF CLARKSTON

ITEM NO: E1

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
**City Council**

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2021

SUBJECT: To allow the Mayor and City Council members to make recommendations and approve to fill one (1) vacant position and to reconfirm three (3) expiring term positions on the Planning and Zoning Board.

DEPARTMENT:  
**Planning & Development**

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages:

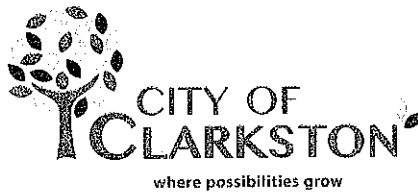
INFORMATION CONTACT:  
**Shawanna Qawiy, MSCM, MPA**  
**Planning/Economic and Development**  
**Director**

PURPOSE: The Mayor and City Council shall review and discuss reconfirming the three (3) expiring term positions and one (1) vacant position on the Planning and Zoning Board.

The terms of Birendra Dhakal, Amy Medford and Felecia Weinert will expire on December 31, 2020. The positions can be extended to another four (4) years term after the current term has expired and at the recommendation of the Mayor and City Council.

The Mayor and City Council shall also make the recommendation to fill a vacant position on the Planning and Zoning Board that will expire on December 31, 2022. The Department has attached all interested applications to consider for this position.

RECOMMENDATION: N/A



**CITY OF CLARKSTON  
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION 05/15/2020

NAME: Harry Jerome Kendrick

HOME ADDRESS: 982 Smith, Street F-1 Clarkston, Georgia 30021

HOME PHONE: 404.748.8290

CELL PHONE:

E-mail ADDRESS: kendrickharry@ymailcom

LENGTH OF RESIDENCY IN CLARKSTON: 19 years

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD:

A"Reckless Faith" Transitional Society, Inc. Founder/Chief Executive Servant CES

**PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:**

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to: City of Clarkston  
Office of the City Clerk  
1055 Rowland Street  
Clarkston, GA 30021

Submit by email to: [tashby@cityofclarkston.com](mailto:tashby@cityofclarkston.com)

Thank you for your willingness to serve your local government and community.



**CITY OF CLARKSTON  
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION \_\_\_\_\_

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

E-mail ADDRESS: \_\_\_\_\_

LENGTH OF RESIDENCY IN CLARKSTON: \_\_\_\_\_

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD: \_\_\_\_\_

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**CITY OF CLARKSTON  
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION \_\_\_\_\_

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

E-mail ADDRESS: \_\_\_\_\_

LENGTH OF RESIDENCY IN CLARKSTON: \_\_\_\_\_

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD: \_\_\_\_\_

**PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:**

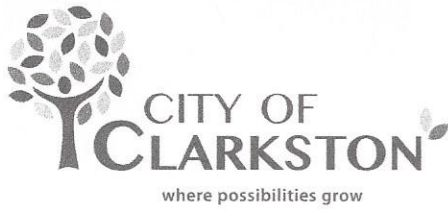
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**CITY OF CLARKSTON  
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION 12/7/2020

NAME: Susan Hood

HOME ADDRESS: 1148 Clydedale Dr.

HOME PHONE: N/A

CELL PHONE: 404-790-6061

E-mail ADDRESS: slindahood@live.com

LENGTH OF RESIDENCY IN CLARKSTON: 25 yr.

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD: \_\_\_\_\_

Retired from DeKalb County

**PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:**

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

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Submit by email to: [tashby@cityofclarkston.com](mailto:tashby@cityofclarkston.com)

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**CITY OF CLARKSTON  
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION 12-02-2020

NAME: Warren Hadlock

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HOME ADDRESS: 1210 West Smith St.

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HOME PHONE: \_\_\_\_\_

CELL PHONE: 678-596-7771

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E-mail ADDRESS: warrenhadlock@gmail.com

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LENGTH OF RESIDENCY IN CLARKSTON: 26 years

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IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD: \_\_\_\_\_

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**PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:**

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

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CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: E2

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2021

SUBJECT: To consider a new alcohol beverage license application.

DEPARTMENT: Alcohol Review Committee

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: City Manager  
PHONE NUMBER: 404-296-6489

**PURPOSE:** The Alcohol Review Committee (ARC) has received and reviewed an ownership change application for alcohol beverage package store for Beer/Wine/Malt Beverages. The location to be considered for this alcohol beverage license is Mighty Money Inc DBA 76 Food Mart located at 4556 E Ponce De Leon Ave.

**NEED/ IMPACT:** The new owner of the 76 Food Mart at 4556 E Ponce de Leon Ave has made application for an alcohol beverage, license for Beer/Wine/Malt beverages for retail package sales. To date: all of the required inspections have been performed and the required background check has been passed. Code Compliance Officer Shennetha Smith has reviewed the application and has measured the location and found it does meet minimum distances as defined by the Code.

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

**RECOMMENDATIONS:** Staff (ARC) recommends approval.

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





*New* Alcohol Beverage License  
Review

Date: 12-22-2020

*New*

Amendment

Renewal

Business/Trade Name: **Mighty Money Inc Inc DBA 76 Food Mart**

Contact Name: **Leticia Amersi, President**

Business Address: **4556 E Ponce de Leon Ave**

**TYPE OF BUSINESS**

Retail Alcohol Package Store

**TYPE OF LICENSE AND FEES**

Retail Dealers On-Premise Consumption/Retail Dealers Package

Beer/Malt Beverages \$750

Wine \$750

Beer/Wine/Malt Beverages \$1,000

Distilled Spirits \$2,500

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

Employee Work Permit Initial/Renewal \$50.00 (per employee)

**FOR OFFICE USE ONLY**

**Ownership Change/New Application Retail Alcohol Package Store Beer/Wine/Malt/  
City- No requirements for monthly reporting**

**All Required Forms submitted & Complete, All Required Fees Paid**

**Reviewed by P/D Mgr. Recommend approval. No change of use from prior ownership,**

**Code Compliance performed full file review and onsite inspection, there are no issues noted to prevent renewal.**

**License Fees paid**

**Beer/Wine/Malt beverages only package sales**

**State Alcohol license pending City alcohol issuance**

**Business license application submitted and under review,**

**RECOMMENDATION: APPROVAL**

*approved, Re 7 12.28.2020*

## New Alcohol Beverage License Application

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

New                       Amendment

Date: 9/24/20

Contact Name: Leticia Amersi Phone: 404-444-9777

Business/Trade Name: Mighty Money, Inc.

D/B/A: 76 Food Mart

Business Address: 4556 East Ponce de Leon Avenue, Clarkston, DeKalb, Georgia 30021

Emergency Contact Name: Leticia Amersi Phone: 404-444-9777

**TYPE OF BUSINESS**

- Convenience Store
- Grocery Store
- Package Store
- Manufacturer
- Specialty Beverage Store
- Restaurant
- Wholesale
- Other: \_\_\_\_\_

**TYPE OF LICENSE AND FEES**

Retail Dealers On-Premise Consumption/Retail Dealers Package

- Beer/Malt Beverages \$750
  - Wine \$750
  - Beer/Wine/Malt Beverages \$1,000
  - Distilled Spirits \$2,500
  - Wholesale Wine or Beer/Malt \$350
  - Wholesale Beer/Wine/Malt \$450
  - Wholesale Distilled Spirits (City) \$5,000, No location in City \$450
  - Administrative (Investigative Application) Fee (applicable to all Licenses) \$200.00
- Employee Work Permit Initial/Renewal \$50.00 (per employee) Must apply Clarkston Municipal Courts Office (404-292-9465)

**FOR OFFICE USE ONLY**

Department	Date	Approve/Deny	Comments
City Clerk	12-22-20	<i>Apply</i>	<i>ownership change</i>
Planning & Development	12-8-2020	<i>OK</i>	<i>Code Compliance has documented compliance</i>
Police Department	12-22-2020	Approved	
Quality of Life Officer	12-1-2020	<i>JS Smith</i>	GCIC Background verified Code Officer
City Manager			Signed Cover page

**APPLICANT INFORMATION**

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

Full Name: Leticia Amersi Date of Birth: [REDACTED]  
 Current Address: 1469 Frazier Road, Decatur, Georgia 30033

Name of Agent or Representative (if different from Applicant): Dana Farkas, Dana Farkas Solutions, LLC, Representative  
 Phone: 770-315-4816  
 Address: 245 Sequoyah Drive, Alpharetta, Georgia 30004

Address of Applicant (if different for the past 5 years):  
1469 Frazier Road, Decatur, Georgia 30033  
4555 Stone Lane, Stone Mountain, Georgia 30083

Have you ever been arrested?  Yes  No (If yes, explain) \_\_\_\_\_

**BUSINESS INFORMATION**

Type of business entity:  Sole Proprietorship  Partnership  Corporation  Other

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

Federal Tax ID Number: 85-1775191 State Tax ID Number: 308932835

Do you own the property?  Yes  No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Henrico MK, Inc., 4725 Peachtree Corners Circle, Suite 360, Peachtree Corners, Georgia 30092

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

Full Name	Position	Social Security Number	Address	% of Interest
Leticia Amersi	President	[REDACTED]	1469 Frazier Road Decatur, Georgia 30033	100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state?  Yes  No

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

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

Full Name	Position	Social Security Number	Address	% of Interest
N/A				

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

Church: 570 yards

School: ~~1,109 yards~~ 1,730 yards L.A

Library: 2,333 yards

Public Recreation: 667 yards

**VERIFICATION OF APPLICATION**

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

*[Handwritten Signature]*

Signature of Applicant or Agent

Leticia Amersi

Print or Type Name

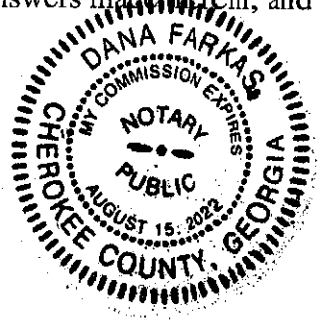
I certify that Leticia Amersi (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 22<sup>nd</sup> day of September, 2020

Dana Farkas

Notary Public

My commission expires on: 8/15/22



**ALCOHOLIC BEVERAGE PERSONNEL STATEMENT**  
**OWNERS/MANAGERS/ASSISTANT MANAGERS**

For Official Use Only Type of License: _____	Business: <u>Mighty Money, Inc. dba 76 Food Mart</u> Address: <u>4556 East Ponce de Leon Avenue, Clarkston, GA 30021</u> Telephone: _____
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Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Clarkston, Georgia to sell or deal in alcoholic beverages or distilled spirits. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 31 and 32, for all owners/managers/assistant managers and must be submitted with every license application.

1. Leticia Amersi, 1469 Frazier Road, Decatur, Georgia 30033  
Full Name of Applicant and Address

2. Social Security Number: [REDACTED]

3. Driver's License Number: [REDACTED]

4. Date of Birth: [REDACTED] Place of Birth: St. Louis, Missouri

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

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

6. How long have you been a legal resident of Georgia? 17 Years        Months

7. Marital Status  Single  Married  Widowed  Divorced  Separated

8. If married, give spouse's full name Noorali Amersi

9. Physical Description of Applicant [REDACTED]

10. Education and training specific to restaurant/alcohol field. None specific to alcohol or restaurants.

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

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period which you were known by this name. Leticia Marie Adams  
August 29, 1981, to March 30, 2001

13. Are you registered to vote in the state of Georgia  yes  No  
County Registered DeKalb Number of years registered 12 years

county property taxes paid  
by mortgage company

14. For the last calendar year, did you file and pay any County property tax

Yes  No

15. For the last calendar year, did you file and pay any City property tax  
Name of City \_\_\_\_\_

Yes  No  No City taxes

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

From To Employer Occupational Duties Reason for Leaving

- a. \_\_\_\_\_
- b. Stay at home wife and mother
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_
- g. \_\_\_\_\_
- h. \_\_\_\_\_

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

Date From/To Street City State

- a. \_\_\_\_\_
- b. 1469 Frazier Road, Decatur, Georgia 30033
- c. 4555 Stone Lane, Stone Mountain, Georgia 30083
- d. \_\_\_\_\_
- e. \_\_\_\_\_

18. Military Service ( ) Yes  No List Serial Number \_\_\_\_\_ Branch of Service \_\_\_\_\_  
Period of Service \_\_\_\_\_ Date of Discharge \_\_\_\_\_ Type of Discharge \_\_\_\_\_

19. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability, or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof within ten (10) years preceding this application? \_\_\_\_\_ Yes  No

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.  
Mighty Money, Inc. dba 76 Food Mart

21. Position of applicant in dealer's business. Owner/President

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

State annual salary of applicant or the estimated annual profit or compensation derived from this business.  
contributions as allowed, but not to exceed \$100,000

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

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

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

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

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

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

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

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

Name Gulshan Delawala  
Residence 5365 Catalpa Court, Lilburn, Georgia 30047  
Business Address \_\_\_\_\_  
Telephone Number 404-542-3606 Number of years known 13

Name Gulshan Damanwala  
Residence 4614 Monarch Bluff Court, Sugar Land, Texas 77479  
Business Address \_\_\_\_\_  
Telephone Number 678-438-5357 Number of years known 5


Name Nasim Lalani  
Residence 306 Parkview Manor Drive, Tucker, Georgia 30080  
Business Address \_\_\_\_\_  
Telephone Number 404-513-7133 Number of years known 7

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

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

**Verification**

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

  
Applicant's Signature (full name in ink)

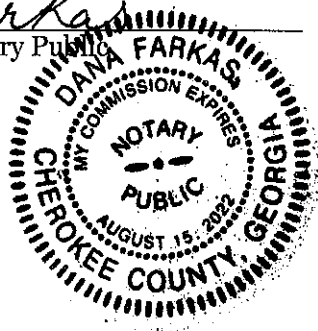
Leticia Amersi  
Applicant's Name (Print or Type)

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

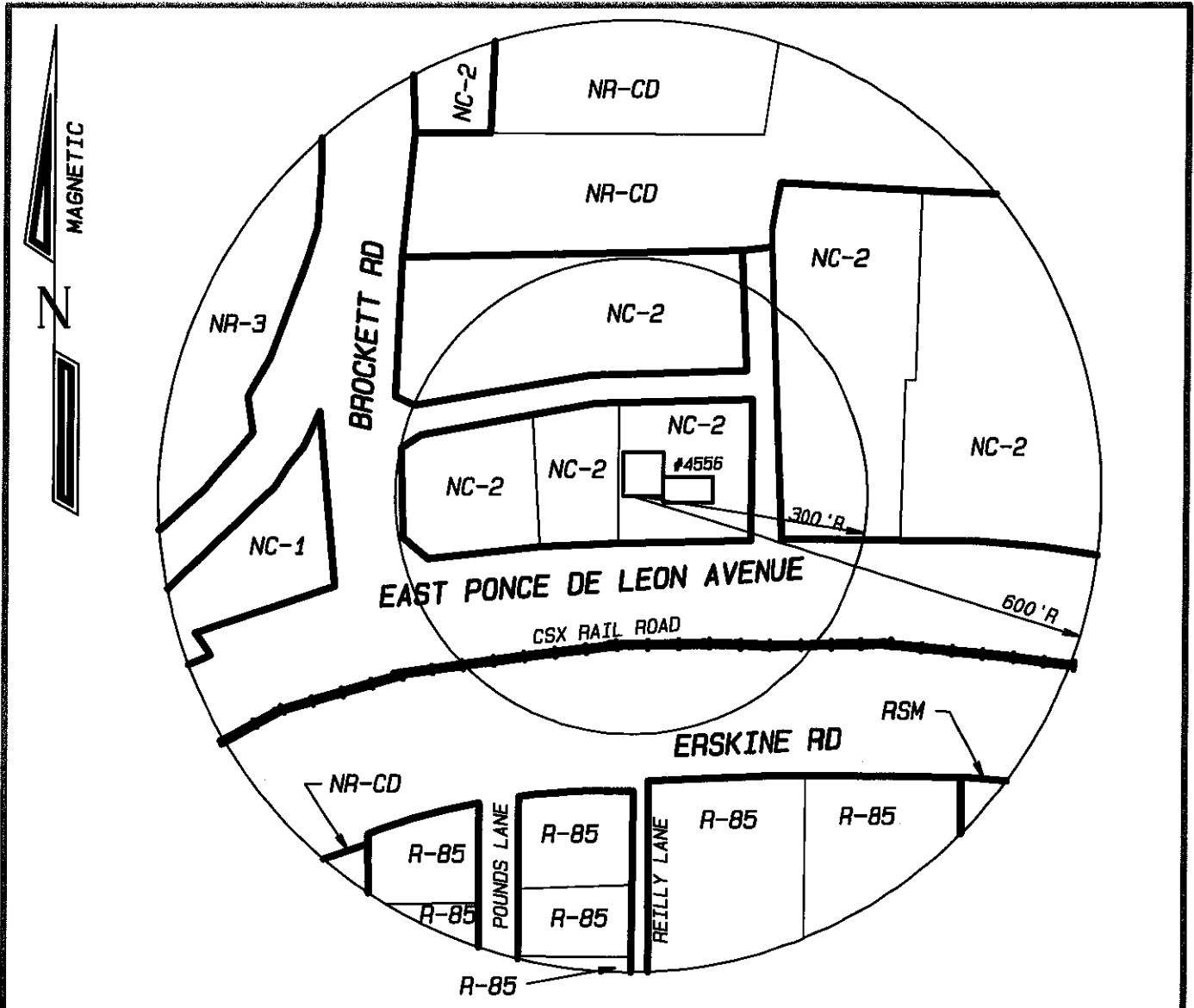
This 22<sup>nd</sup> day of September, 2020.

Dana Farkas  
Notary Public

Seal:







GRAPHIC SCALE 1"=200'



ALCOHOL LICENSE SURVEY NOTES:  
 NEAREST RESIDENCE: ±475 YDS TO 1298 COUNTRY ADDRESS.  
 NEAREST PUBLIC SCHOOL: ±1,730 YDS TO IDLEWOOD ELEMENTARY SCHOOL  
 1484 IDLEWOOD ROAD  
 NEAREST PUBLIC PARK: ±667 YDS TO FRIENDSHIP FOREST  
 4380 EAST PONCE DE LEON AVENUE  
 NEAREST CHURCH: ±570 YDS TO VIETNAMESE FAITH BAPTIST CHURCH  
 4692 EAST PONCE DE LEON AVENUE  
 NEAREST ALCOHOL TREATMENT FACILITY: ±6,224 YDS TO DEKALB COUNTY MENTAL HEALTH  
 455 WINN WAY DECATUR  
 NEAREST CONVENIENCE STORE: ±433 YDS FOOD MART  
 1307 BROCKETT ROAD  
 NEAREST LIBRARY: ±2333 YDS TO CLARKSTON PUBLIC LIBRARY  
 951 NORTH INDIAN CREEK DRIVE

**BETTERTON  
 SURVEYING & DESIGN, INC.**

LAND SURVEYING,  
 LAND PLANNING,  
 SUBDIVISION & COMMERCIAL  
 SITE DESIGN

950 WEST SANDTOWN ROAD  
 MARIETTA, GEORGIA 30064  
 (678) 483-0242



SEPTEMBER 11, 2020

**ALCOHOL SURVEY**

4556 EAST PONCE DE LEON AVENUE  
 LOCATED IN:  
 LAND LOT 120 - 18TH DISTRICT  
 DEKALB COUNTY, GEORGIA  
 CITY OF CLARKSTON  
 SCALE: 1" = 200FT.  
 DATE: 9/11/20  
 PREPARED FOR:  
 GAS EXPRESS, LLC

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF INCORPORATION

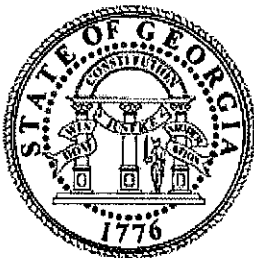
I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

#### **MIGHTY MONEY INC**

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **06/09/2020** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **06/11/2020**.



*Brad Raffensperger*

**Brad Raffensperger**  
Secretary of State

**ARTICLES OF INCORPORATION**

\*Electronically Filed\*  
Secretary of State  
Filing Date: 6/9/2020 12:21:35 PM

**GENERAL INFORMATION**

**CONTROL NUMBER** 20087190  
**BUSINESS NAME** MIGHTY MONEY INC  
**BUSINESS TYPE** Domestic Profit Corporation  
**EFFECTIVE DATE** 06/09/2020  
**SHARES** 1000

**REGISTERED OFFICE ADDRESS**

**ADDRESS** 4556 E PONCE DE LEON AVE, CLARKSTON, GA, 30021, USA

**REGISTERED AGENT**

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
LETICA AMERSI	1469 FRAZIER RD, DECATUR, GA, 30033, USA	Dekalb

**INCORPORATORS**

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
LETICA AMERSI	INCORPORATOR	1469 FRAZIER RD, DECATUR, GA, 30033, USA

**EXEMPTIONS**

N/A

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** LETICA AMERSI  
**AUTHORIZER TITLE** Incorporator

CITY OF CLARKSTON

ITEM NO: E3

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion - Award  
Low Bid

MEETING DATE: JANUARY 7, 2021

SUBJECT: Award Trailhead & Rowland St Pedestrian Improvements bid to the lowest bidder – SOL  
Construction

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ  
PHONE NUMBER: 404-296-6489

PURPOSE:

Award the Trailhead & Rowland St Pedestrian Improvements Project to the low bid presented by Sol Construction in the amount of \$1,081,011.10.

NEED/IMPACT:

In the fall of 2017, City Council voted unanimously on a list of SPLOST projects to be constructed with the revenues collected from the 2017 DeKalb County SPLOST referendum. The referenced project was included in the City SPLOST program. Staff prepared a budget for all the SPLOST projects in 2017 including the referenced project. The engineering & construction budget for this project is \$1,255,000.

In the summer of 2018, the City staff prepared a project scope and advertised for design services. Five (5) design firms proposed on the work and the City Council selected POND to provide design and construction plans. The SPLOST 04 D project is identified as 5 segments:

- Mell Ave @ Church Street Trailhead and Park
- Rowland Street from Lovejoy Street from North Indian Creek
- Rowland Street from North Indian Creek to Market Street including Hill Street from Rowland St. to Rogers Street
- Hill Street from Rowland Street to Rogers Street
- Rogers Street from Market Street to North Indian Creek
- Rowland Street from Market Street to Norman Road

Refer to the attached scope of work for additional segment details.

It should be noted that the genesis of this project began in 2012 when Council approved a "Green Street" policy that stated the City should encourage the application of "green infrastructure" (use of vegetation within public infrastructure to improve water quality) and converting existing city streets to shared bicyclist/pedestrian/vehicular infrastructure where feasible and practical. When the Rowland Street project was presented to council in early 2017 as a potential SPLOST project, City staff re-introduced this idea of "Green Streets" and upon Council approval, proceeded to prepare a scope of work that satisfied the 2012 City adopted policy.

In 2018, the City held two public information meetings on the referenced project. The City received comments from the public and included a number of scope changes to the concept plans as a result of the public input.

Also of note is the coordination with the NAMB-Send Relief development project that occurred when the city permit was issued in the summer of 2019. As a result of this coordination, NAMB agreed to install granite curbing on Rowland Street in those areas that would not be impacted by the City construction project. This coordination will now result in a cost savings to the City of several thousand dollars.

Staff prepared an "Invitation-To-Bid" package and advertised per state and local bidding requirements for the construction of Public Transportation Infrastructure. The City posted the legal ad in the Champion Newspaper, Georgia Procurement Registry and the City web site. The advertisement was for a period of 30 days to procure the services of a contractor. The bid opening occurred on November 27<sup>th</sup>, 2020.

### **BID RESULTS**

The city received 7 bids. All bidders were deemed qualified to submit a bid, with the results as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Tri-Scapes	\$1,435,872.24
Ohmshiv Construction	\$1,279,366.95
CMES	\$1,414,452.18
DAF	\$1,140,471.00
SOL Construction	\$1,081,011.10
JHC Corporation	\$1,559,765.25
Construction Engineering & Management	\$1,531,708.35

- The city budget for construction is \$1,055,000
- The engineers estimate of \$1,596,000 was prepared before the bids were opened

Given the significant difference between the engineers estimate and the low bid amount, staff reached out to the low bidder, SOL Construction, to ensure they understood the project scope and were willing to move forward with the work. The President of the company acknowledged their understanding of the project scope and bid submitted and is willing to move forward with an Agreement with the City.

It should be noted that SOL Construction was awarded the City's 2<sup>nd</sup> SPLOST project in 2018 with the Phase IV East Ponce de Leon sidewalk and new granite curb installation project. They exceeded the City's expectations on this project and staff believes they have the knowledge and skill-set to perform this work.

### **Funding**

Funding sources for this project is as follows:

- ✓ GDOT LMIG (3 years)
- ✓ 2017 SPLOST

## SCOPE OF WORK

**Contract Duration:** 365 calendar days

**Project Description:**

The Trailhead & Rowland Street Pedestrian Enhancements Project has six (6) distinct segments. The descriptions of each segment are as follows:

The “PATH Trailhead” project, located at the intersection of Mell Ave and Northern Avenue, is currently undeveloped with a PATH Trail that extends through the south end of the property. The work will generally consist of a passive park (PATH Trailhead) that will consist of trees, benches, bike air pump station, granite monument sign, an Information Kiosk and Exhibit that depicts the history of the Clarkston Trolley system.

Improvements to Rowland Street from Lovejoy Street to North Indian Creek will consist of milling, asphalt resurfacing, placement of bicyclist path symbol signs on the pavement, removing the three-way stop sign at Wagoner Street and installation of a traffic calming device known as an easabout.

Rowland Street, from North Indian Creek to Norman Street, will be converted into a multi-use facility that can safely accommodate a wide range of transportation uses from bikes to pedestrians and vehicles. The project plans provide details to reconstruct the curb line to provide a curvilinear road footprint with application of traffic calming devices (elongated raised speed table) to be utilized as a crosswalk. New granite curb will be installed with existing granite curb to be salvaged and re-used at the pedestrian crossings. Sidewalks will also be constructed along most of the roadway section. The traffic calming device will be combined with a reduction in posted speed limit to 15 MPH that will improve the safety for bicyclist and pedestrians. Driveway pruning (elimination of curb cuts), resurfacing, restriping and addition of street trees are included in the project plans. The project will tie-into the existing “HAWK Pedestrian Crossing Improvements & Right-In & Right-Out” channelization project at North Indian Creek and Rowland Street.

Hill Street, from Rogers Street to Rowland Street, will be converted to a 2 lane roadway with a raised landscaped median.

The section of Rowland Street from Market Street to Norman Street will consist of a 100% pedestrian walkway with bollards placed on both ends of the Rowland Street to remove all vehicular traffic. The City is currently in negotiations with effected property owners to remove two existing driveways onto Rowland Street while providing an alternate access into the existing office complex.

At the Norman Road/Rowland Street intersection, brick pavers will be utilized in combination with “green” stained asphalt pavement, to signify the crosswalk. A raised landscaped center island on Norman Road will also be constructed to improve the safe passage of pedestrians and bicyclist crossing Norman Road onto the existing PATH Trail.

Rogers Street improvements will include construction of traffic calming known as “chokers”, milling and resurfacing.

CITY OF CLARKSTON

ITEM NO: E4

MAYOR AND CITY COUNCIL WORKSESSION

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2021

**Subject:** To present to the Mayor and City Council the selection committee’s recommendation to perform the City’s zoning ordinance rewrite services.

DEPARTMENT:  
**Planning/Economic & Development**

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT:  
**Planning/Economic & Development Director - Shawanna Qawiy, MSCM, MPA**  
PHONE NUMBER: 404-296-6489

The City released a Request for Proposals (RFP) for zoning ordinance rewrite services.

The RFP timeline included the following key dates.

- Release the RFP: October 20, 2020
- Advertise in the Champion News: October 29, 2020
- Response(s) Due: November 20, 2020
- Review and Select Interviewees: November 30, 2020-December 8, 2020
- Conduct Interviews: December 17, 2020
- City Council Authorization: January 12, 2021
- Contract Begins: TBD

Four (4) consulting firms were interviewed on December 17, 2020. All the interviewed firms’ qualifications were impressive, and the selection process was highly competitive.

The selection team recommends POND & COMPANY to perform the City’s zoning rewrite services.

**STAFF RECOMMENDATION(S):**

Staff recommends POND & COMPANY to perform the City’s zoning rewrite services.



City of Clarkston

# Zoning Ordinance Rewrite

11.20.20

**POND**





# 1. Letter of Interest



**TO: City of Clarkston | Shawanna Qawiy | 1055 Rowland Street | Clarkston, GA 30021**

**RE: City of Clarkston, Zoning Ordinance Rewrite**

Dear Ms. Qawiy and the Clarkston Selection Committee,

As a suburb of Atlanta, Clarkston has experienced development that has been geared towards the automobile. For well over a decade, metro Atlanta communities have worked towards creating more walkable and pedestrian friendly environments to improve the health and well-being of their residents while reaping the economic development benefits of more mobile and connected communities.

To plan for its recent growth through annexation as well as future growth that is to come in the next 10 – 15 years, Clarkston recently updated its comprehensive plan. The proposed Zoning Ordinance Rewrite will provide the mechanism needed for Clarkston to implement the land use and development recommendations from the 2040 Comprehensive Plan. Further, it is an opportunity to move away from a text-based ordinance to incorporating form-based codes while maintaining traditional zoning regulations. The Pond team has worked with several local and county governments to update their zoning and development regulations to become the conduit for implementing their respective vision for the future through codes that are user-friendly and intuitive rather than cumbersome and difficult to interpret.

We understand that the City of Clarkston's residents represent a rich diversity through its designation as a refugee settlement community. In order to ensure all voices are represented in the zoning rewrite process, it is important to use a variety of engagement tools. We

will also tap into community resources, such as Friends of Refugees and the Ethiopian Community Association of Atlanta, to identify key representatives of each cultural group to identify the appropriate means to reach out to those groups.

The team we have assembled for this project has been carefully selected to provide the best combination of experience in creating and updating zoning and development regulations, developing meaningful community engagement plans, streamlining technical review processes, ensuring that fee structures are in line with peer communities, and helping staff understand and enforce the new zoning ordinance. **We have included Sycamore Consulting on our team to lead community engagement.** They are a certified DBE firm who has been our partner on numerous projects. Their participation will be a minimum of 15% of the contract.

Our proposed Project Manager, Lauren Blaszyk, AICP, has worked in both the public and private sectors of planning. She has been responsible for the interpretation and implementation of zoning and development codes in various positions throughout her career. She understands the need for clear and concise regulations that are consistent and easy to understand for staff and all user groups.

**Throughout the life of the project, Lauren and Principal Matt Wilder will closely monitor the schedule, staff time, and budget to**

**ensure the City's investment in a complete update of its Zoning Ordinance is managed responsibly.** Lauren has a proven track record of positive relationships with clients and will communicate regularly with City staff on project progress while allowing them multiple opportunities to provide input in the drafting of the Zoning Ordinance and the City's new zoning map.

**The Pond Team confirms all information contained in this response is complete and accurate.** The Pond Team has the project experience and staff expertise needed to help Clarkston create and adopt a Zoning Ordinance that will serve the community for years to come.

Sincerely,



**Lauren Blaszyk, AICP**

Project Manager

E [BlaszykL@pondco.com](mailto:BlaszykL@pondco.com)

T 678.336.7740 | Direct 470.387.8930



**Matthew Wilder, PLA, ASLA, LEED AP**

Principal | PLACE Director

E [WilderM@pondco.com](mailto:WilderM@pondco.com)

T 678.336.7740 | Direct 678.292.1111



## 2. Work Plan & Technical Approach



- ▶ Tying the 2040 Comprehensive Plan's land use and development initiatives to policy through Clarkston's updated zoning ordinance
- ▶ Developing a hybrid zoning ordinance that incorporates form-based code with traditional zoning that is easy to interpret for all user groups
- ▶ Incorporating graphics and illustrations to explain text
- ▶ Creating a meaningful engagement strategy that allows Clarkston's diverse residents to have a voice in the zoning rewrite process
- ▶ Educating and informing elected and appointed officials
- ▶ Collaborating with City staff and key stakeholders throughout the zoning rewrite process

## Why Select the Pond Team for the City of Clarkston?

### Implementation-Focused Approach to Completing the Zoning Rewrite

We know that a zoning ordinance is more than just a “planning document”—it’s your community’s blueprint for action. Pond has helped shape several zoning ordinances and codes that have been adopted and continue to be used. We combine industry best practices with the unique attributes and assets of Clarkston to deliver a zoning ordinance that enhances your existing spaces and paves the way for new ideas.

### Track Record of Engaging Community & Other Stakeholders

Whether in person or remotely, the Pond team has the resources and expertise to conduct successful and meaningful meetings with city staff, members of the community, elected/appointed officials, and other stakeholders throughout the entire project. We will work with you to identify stakeholders and members of a Technical Advisory Committee, and create a tailored plan to incorporate feedback from every audience.

### Recent Similar Experience Creating & Implementing

Our team has served communities of similar size and character to Clarkston. These communities share many of your goals—to enhance the quality of life for its citizens, support local business and development, and maintain the characteristics that give Clarkston its special charm. This project experience informs our approach to this project.

*The required W9 and insurance documentation for this proposal is included in the [Forms](#) section at the end of this document.*



## Engagement-Driven Approach

In any public project, the degree of success in building consensus between key stakeholders, elected officials, and the public often relies on the strength of the project’s strategy for engaging the public. We understand the need to hear from a variety of voices and to reach a broad and diverse audience. **Community engagement is so important to this project that we’ve built the overall approach to the project around it. As a trusted partner to Pond on many projects, Sycamore Consulting will lead the effort.**

Our coordinated approach focuses on our ability to effectively bring key audiences into the process at important milestones in the schedule. For the Pond team, community engagement is a collaborative effort built into the planning process.

### A Proven Public Engagement Strategy

Our planning process begins with the development and adoption of a Public Involvement Plan, a guiding document that outlines the tools, techniques, and strategies to be used to meaningfully engage the Project

Management Team, key stakeholders, technical advisors, the general public, and elected officials. It will be important for us to engage the community in an equitable way, tailored to Clarkston.

## Engagement Hierarchy

### ► PROJECT MANAGEMENT TEAM

Our projects include a Project Management Team (PMT) that consists of representatives from the municipal staff, Pond planning team, and additional stakeholders, as needed. The purpose of the PMT is to discuss the project progress, to brainstorm solutions and strategies to address challenges and needs, and to

plan community engagement opportunities at a very high level. Engagement with this group will begin with an in-person or virtual kick off once the project commences, followed by monthly or bi-weekly conference calls, in-person meetings, or video conferences as appropriate and in accordance with COVID-19 protocols.

### ► TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) allows us to engage with an informed stakeholder group that can offer meaningful perspectives and input on changes needed to the Zoning Ordinance. They also understand the community and can offer valuable insight on how residents, developers, builders, the real estate community, and others will react to zoning changes. We typically hold a minimum of 5 – 6 TAC meetings during a zoning rewrite project. The TAC will also be responsible for reviewing multiple drafts of Clarkston’s new zoning ordinance.



PMT Kick-off Meeting with representatives of the Stone Mountain community.

## ELECTED OFFICIALS

Engagement with elected officials is a crucial component of the zoning rewrite process, as it ensures that they remain educated and informed, and thoroughly understand proposed changes to zoning and development regulations. We think it is important to engage your elected officials early in the process through council briefings, including an elected official representative on the TAC, and inviting them to other public engagement activities. We believe presentations to both the planning commission and city council at each stage of the rewrite is appropriate. We will also rely on city council members to communicate engagement activities through their existing constituent relationships.



PATH Lakewood meeting.

## GENERAL PUBLIC

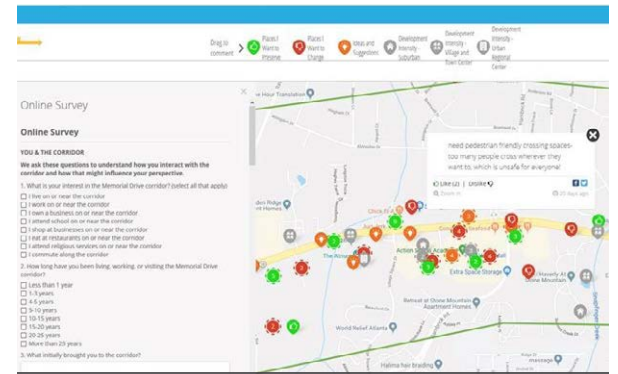
We will engage the general public from project outset beginning with a project website that introduces Clarkston residents and stakeholders to the zoning rewrite process. The website is a beginning point to seek community feedback through polling, incorporates Social Pinpoint mapping that encourages community

feedback and productive commentary, and provides educational content about zoning and how to implement the City’s vision for future development from the 2040 Comprehensive Plan. This can be accomplished through short videos as well as written content. This website is augmented by postcard mailings encouraging participation and inviting people to give feedback.

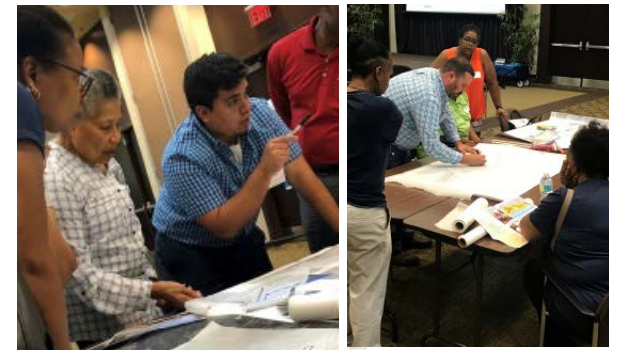
## ENGAGING DIVERSE COMMUNITIES

The City of Clarkston’s diverse population requires tailored approaches to engagement. These include:

- Working with local organizations, such as Friends of Refugees and the Ethiopian Community Association of Atlanta, to identify under-served populations and hosting group discussions within these communities
- Incorporating Google translate into websites and surveys to reach immigrant populations
- Utilizing Pond’s diverse in-house staff who speak multiple languages to provide interpretation at meetings (in-person or virtual) and other engagement opportunities
- Adjusting workshop and public meeting times to accommodate workers who have non- traditional work hours.



Social Pinpoint allows the project team to conduct surveys, capture comments associated with specific locations, and translates into any language.



Workshops provide residents with hands on opportunities to engage in the process.



## Recent Planning Awards

Georgia Planning Association (GPA) Award **Best Public Engagement** for the City of Roswell Bicycle & Pedestrian Plan (2020)

NACo Community Engagement Award **Reaching out to Diverse Communities** and GPA Outstanding Planning Document for Gwinnett 2040 Unified Plan (2019)

## Creative Engagement Strategies

### ► OUR ENGAGEMENT TOOLS

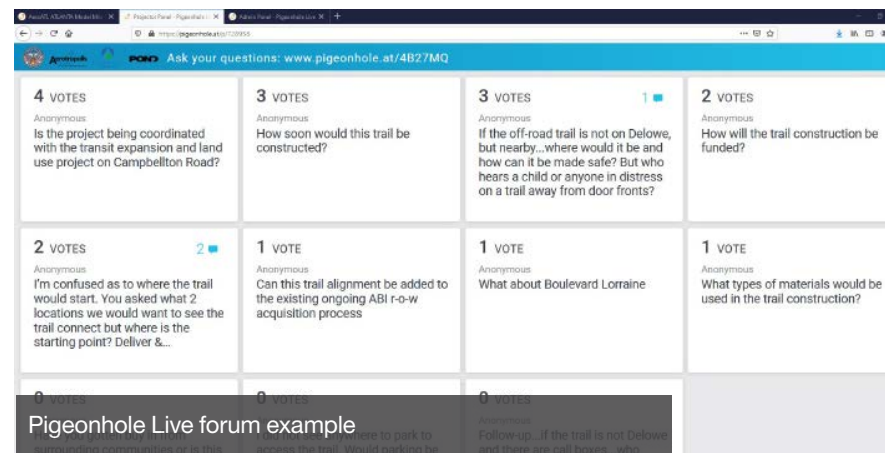
We design engagement strategies that make public participation convenient, easy, and engaging. Our intent is to reach a broad audience and educate sectors of the community that otherwise would not attend a traditional public meeting. Public health crises, like the coronavirus, also necessitate that we develop alternative strategies to continue advancing projects. Our community engagement strategies for the Zoning Ordinance Rewrite include:

- We initiate the process by branding the effort with a distinct logo and name. We would refine the theme with the PMT.
- We then launch an online presence through a project website, incorporating the Social Pinpoint engagement platform, which uses online surveys, mapping, and other tools to collect meaningful input while also serving as a hub for project information. Social Pinpoint allows for translation based on the language set for the device on which it is being viewed, allowing residents of all backgrounds and cultures to engage in the zoning rewrite process.
- To further our online approach, we will complement the City's existing social media strategy that provides graphics, content, and a posting timeline for Facebook, Twitter, Instagram, and the City website.
- We would attend neighborhood association, community and civic organization, and council member-led meetings to encourage participation and educate residents and stakeholders about zoning and the zoning rewrite process.
- We can send out postcards or flyers in utility bills notifying residents of the zoning rewrite and encouraging participation by advertising dates for engagement activities.



Pond team members working closely with residents during a workshop for the revitalization of Memorial Drive.

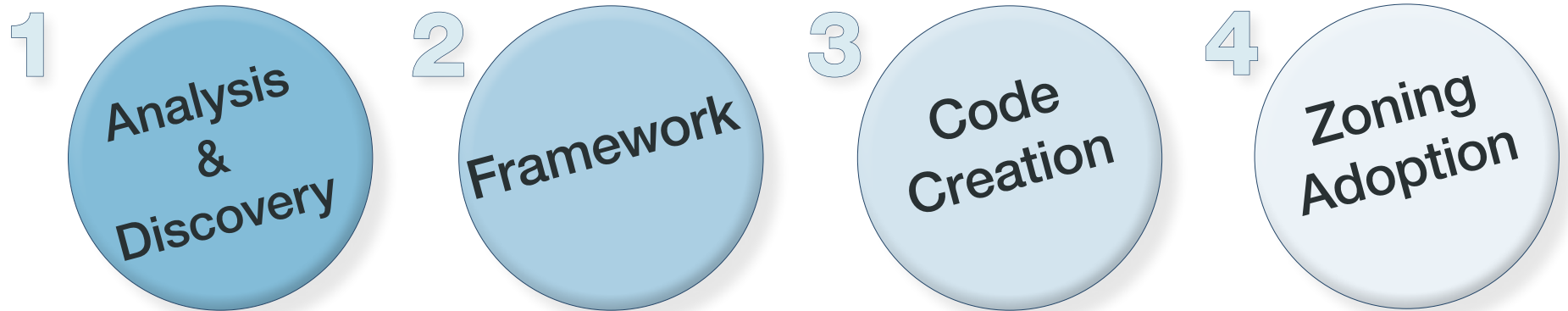
- Complementing the online approach will be opportunities to bring the community together at multiple points which can include:
  - ◆ An initial public meeting that serves as an educational session (i.e. “Zoning 101”) to familiarize residents and interested stakeholders on what zoning is and its connection to implementing the City’s vision laid out in the 2040 Comprehensive Plan as it relates to land use, development, redevelopment, and other related issues.
  - ◆ A hands-on workshop where the public is invited to engage with the planning team and city staff. Pond has the tools and technology to conduct this workshop in a virtual environment, if necessary.
  - ◆ Pop up events or gallery exhibits in outdoor public locations to gather feedback and continue to educate the community about zoning and the zoning rewrite effort.
  - ◆ A presentation providing an overview of proposed changes to zoning and the development regulations, to allow the public to provide feedback.
  - ◆ A final meeting to present the City’s new zoning ordinance and zoning map, highlighting key changes that have been incorporated.
- In coordination with any in-person events, we would use Pigeonhole Live as an online community presentation tool to expand our audience, giving voice to every attendee, not just the most vocal. This is also a great engagement alternative in the event public meetings are prevented from occurring due to public health concerns.





# A Streamlined Project Approach

Our approach can be summarized in four steps:



The following pages explore these steps in greater detail.

We will be your partner in taking this project from the earliest existing plan reviews through the adoption of a Zoning Ordinance. We will do this by:

- Working with you to identify stakeholders for a Technical Advisory Committee (TAC).
- Providing meeting agendas and content for the TAC and community meetings for staff review in advance of scheduled meetings.
- Providing ample time for the City to review the Diagnostic Report, recommendations, updated zoning ordinance sections, drafts of the zoning ordinance, and any other project deliverables.

Due to ongoing public health and safety concerns related to COVID-19, many (or all) meetings may need to take place virtually to abide by local and state guidelines. This is a constantly changing situation and we are prepared to accommodate your preferences for in-person or virtual meetings as needed through the duration of this project.

### Managing Budget & Scope

Effective budget and scope management begins at the project kickoff meeting. Once we have a clear understanding of goals and objectives, we can effectively estimate schedule, staffing, and budget needs. As part of our internal business meetings, Pond regularly reviews project budgets, invoicing to date, and schedule performance so we can allocate resources appropriately. This allows us to maintain agreed-upon timelines and costs.



# 1. Analysis & Discovery

This stage focuses on creating the foundation that the rest of the project process will be built upon.

## 1.1 Project Kickoff Meeting

This meeting will include representatives from appropriate City departments to review the project timeline and tasks, lay out clear expectations and goals for the updated zoning ordinance, discuss public engagement, and establish communication protocols. It will include an in-person or virtual tour of the city.

## 1.2 Regular Project Management Team Calls

To facilitate check-ins with City staff, the consultant team will conduct regular Project Management Team (PMT) meetings to provide updates and address any pressing project issues or needs. Frequency of these meetings will be determined at the Project Kickoff Meeting (Task 1.1).

## 1.3 Existing Plans & Regulations Review

We will review the Clarkston 2040 Comprehensive Plan, LCI studies, and other plans for policies and recommendations that should be incorporated into the zoning ordinance. We will also review the City's existing zoning and development regulations.

## 1.4 Community Outreach

We will develop a comprehensive, tailored public engagement plan to reach all of the voices in the City of Clarkston.

## 1.5 Stakeholder Interviews & Technical Advisory Committee

We will interview department staff and other stakeholders, members of the Planning Commission and City Council, and members of other appointed boards. We will also assemble the Technical Advisory Committee (TAC) for the first time.

## 1.6 First Community Meeting

This meeting will introduce the project team to the community, and begin to educate the public about zoning, development regulations, and the purpose of the zoning ordinance rewrite. We will share initial findings from stakeholder interviews and feedback from the TAC, including areas where major updates or revisions are needed. This will be the first of many opportunities to gather public feedback.

## 1.7 Planning Commission & City Council Updates

We will check in with the Planning Commission and City Council to update them on progress and share input received. We will also present key revisions and updates that will be needed.



**DELIVERABLES** Summary of project kickoff meeting, public involvement plan, and meeting summaries for consideration as part of the Diagnostic Report in Task 2: Framework

## 2. Framework

This stage creates the diagnostic report that will inform zoning updates.

### 2.1 Draft Diagnostic Report

We will compile the results of our findings from Task 1 and recommended changes to a draft Diagnostic Report to be presented to City staff. Items to be considered include but are not limited to: Current Zoning and Map Analysis, Development Review Process, Regulations, and Fees; Stakeholder and Public Input; Formatting, Layout & Graphics; and Annotated Zoning Ordinance Outline. We will identify Best Practices from other communities like Clarkston with existing zoning ordinances that would serve as good models or templates for the team to reference.

After the City reviews the report, we will conduct a meeting to discuss feedback from staff. Once consensus is reached on the direction of the recommendations, the Diagnostic Report will be revised accordingly.

### 2.2 TAC Meeting

The draft Diagnostic Report will be reviewed by the TAC and a second meeting convened to discuss comments and feedback.

### 2.3 Community Meeting

After staff and TAC review, we will conduct a second community meeting to present the findings of the draft Diagnostic Report, and solicit additional feedback, which will be considered and incorporated appropriately into the final Diagnostic Report.

### 2.4 Planning Commission & City Council Updates

We will provide the draft Diagnostic Report to the Planning Commission and City Council for review. We will also present report content in their regularly-scheduled meetings to receive comments and feedback.

### 2.5 Final Diagnostic Report

Once all feedback and comments have been heard and incorporated into the draft, the Diagnostic Report will be finalized and 15 hard copies will be provided to the City to document the process and methodology that informs the final Zoning Ordinance.



**DELIVERABLES** Meeting summaries and Diagnostic Report

# 3. Code Creation

We will deliver a draft Zoning Ordinance after a series of comment-and-revision cycles.

### 3.1 Review Draft Code Sections

The consultant team will release individual sections/chapters of the draft zoning ordinance for initial review by staff as well as the City Attorney to ensure compliance with local, state, and federal statutes. These draft zoning ordinance sections will reflect the desired layout, formatting, graphics, and illustrations; address inconsistencies and contradictions in the existing regulations; implement land use and development policies included in existing plans; and input from stakeholders, TAC, the community, and elected and appointed officials. A conversion table tying existing zoning to new zoning districts, or eliminated districts to new zoning districts, will also be provided for initial review.

### 3.2 TAC Meeting

After incorporating staff comments, the consultant team will meet with the TAC to discuss committee members' comments and recommended revisions to the Zoning Ordinance.

### 3.3 Draft Zoning Ordinance

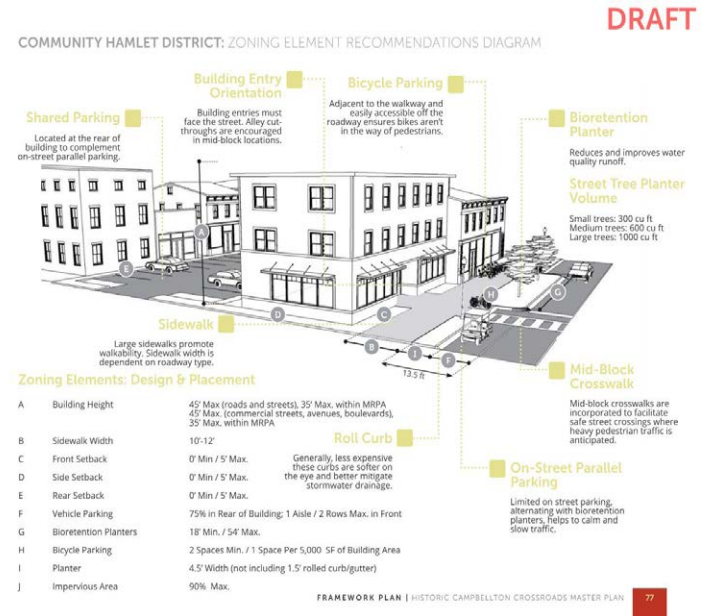
Comments and requested revisions will be incorporated into each ordinance section and consolidated into a draft zoning ordinance.

### 3.4 TAC Meeting

Upon completion of a draft zoning ordinance, the consultant team will hold a final meeting with the TAC to receive additional comments and revisions. This could involve working sessions to have the draft ordinance ready for release to the public for review.

### 3.5 Public Review

We will release the draft ordinance for public review prior to a final community meeting. We will also hold training sessions with city staff and with developers, real estate professionals, and others who would be regularly referencing the zoning ordinance. This will familiarize everyone with major revisions.



Example zoning illustration from a recent Pond project

**DELIVERABLES** Meeting summaries and draft Zoning Ordinance

## 4. Zoning Adoption

During this stage, we will finalize the Zoning Ordinance and map for adoption and implementation by the City.

### 4.1 Public Hearing Zoning Ordinance Draft & Zoning Map

Any additional revisions needed based on City staff and public comments will be incorporated into a draft Zoning Ordinance. An updated zoning map will also be ready for presentation at required public hearings.

### 4.2 Public Hearings

We will present the draft of the Zoning Ordinance and new map at up to two public hearings to hear comments. We will incorporate these comments into the final draft Zoning Ordinance and map.

### 4.3 Zoning Ordinance & Map Adoption

We will attend up to two Council meetings and provide an overview presentation of the new zoning ordinance and zoning map. Comments and any final requests for revisions will be incorporated into the document and map.

### 4.4 Final Zoning Ordinance

Following adoption, Pond will incorporate any final changes and provide 15 hard copies of the final Clarkston Zoning Ordinance and zoning map to the City. An electronic version of the ordinance —which includes links, cross references, graphics, and illustrations—and the zoning map will be provided to the City so that it is accessible to the public and other user groups.

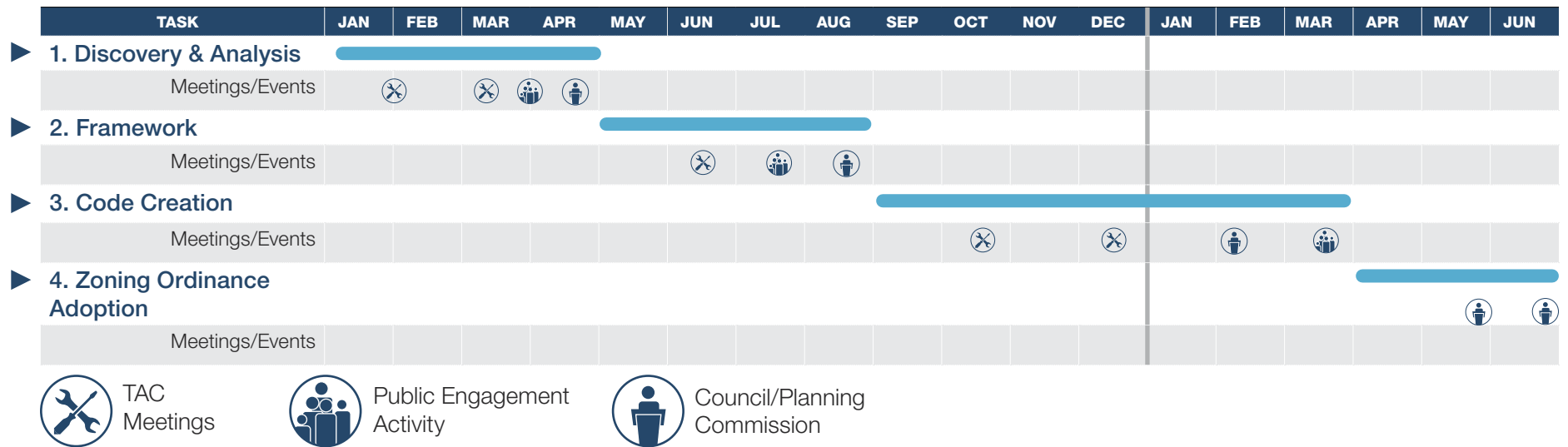


Example graphic from zoning and design guidelines update

**DELIVERABLES** Adopted Zoning Ordinance and final map

# Timeline

The draft preliminary schedule below shows a project timeframe of 18 months, beginning in January 2021. However, the final timeline will depend on the amount of time it will take to get through the adoption process and could take longer. In addition to the meetings shown below, we will determine a regular Project Management Team (PMT) meeting schedule with the City and Technical Advisory Committee (TAC). The content of the meetings/ events noted are discussed in the [Approach](#) section.



# Cost

TASK	COST
1. Discovery & Analysis	\$30,000
2. Framework	\$20,000
3. Code Creation	\$35,000
4. Zoning Ordinance Adoption	\$10,000
<b>TOTAL</b>	<b>\$95,000</b>

# 3. Experience & Qualifications



## About Pond & Company

Founded in 1965, Pond is a full-service planning, engineering, landscape architecture, architecture, and construction firm providing services to local, regional, state, and federal clients.

Our PLACE (Planning, Landscape Architecture, Civil Engineering) Team is a diverse group of professionals who have collaborated with many communities to develop meaningful plans and places. We pride ourselves on consistently developing planning projects that are:

### ► COMMUNITY-DRIVEN

Our sensitivity to community empowerment produces plans that are reflective of their communities and the people they serve.

### ► VISIONARY

We listen to the community’s overall vision for its future success and help refine it—reinforcing and leveraging the unique qualities of your community.

### ► IMPLEMENTABLE

Our plans are not written to sit on your shelf. We leverage our multi-disciplined team’s expertise to create recommendations that are realistic and actionable.

**Pond will lead all phases of this project and deliver the final zoning ordinance and zoning map.**

Many factors set Pond apart as the best-qualified firm to complete the Town Center Master Plan. Distinguishing factors included their proposed community engagement plan and ability to be flexible and adaptable, **understanding the City’s needs for implementing the Master Plan (i.e. zoning codification, LCI grandfathering, etc.)**, and familiarity with the City and work on similarly scaled projects.

*Staff recommendation from  
Johns Creek Town Center Master Plan*



I want to commend [the planning team] on making this document much more **visually appealing and much easier to grasp the information in it**. More visuals and fewer words. Thank you so much to the entire team that worked so hard on it.

*Chairman Nash, Gwinnett County*

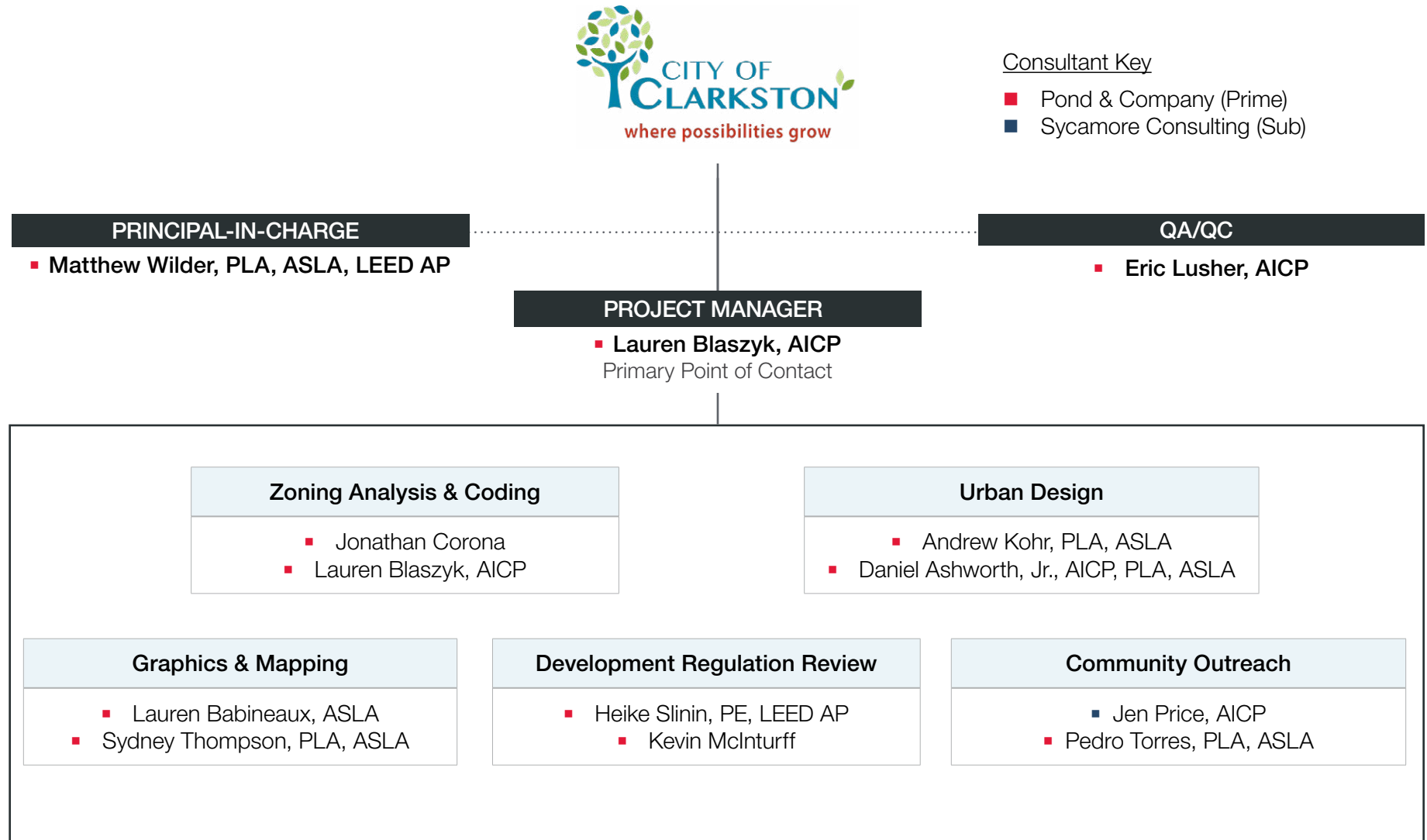
“I just wanted to take a moment to thank you and the entire team for the great work on the master plan. The support has been amazing and greatly appreciated. And the team’s ability to pivot during the pandemic and garner the community input was more than we could have asked for.”

- Chakira Johnson  
City of Stone Mountain  
Councilmember/Mayor Pro Tem  
Vice-Chair, Downtown  
Development Authority





Our project team consists of experienced professionals from a variety of disciplines needed to make this a successful project. Our Project Manager, **Lauren Blaszyk, AICP**, has experience in both the public and private sector. She has worked in planning departments where she was responsible for interpreting and enforcing zoning regulations as well as updating them to address needed changes in uses and regulations. As a consultant, she has brought that experience to the table in working on several code and ordinance updates. Resumes summarizing the qualifications and experience of these individuals begin on the following page.



## Lauren Blaszyk, AICP

Project Manager | Pond  
Percentage of Time: 55%

Lauren has a wide variety of experience in the planning field, including land use and zoning, transportation, economic development, the Main Street Program, policy, and public involvement. She has spent her 17-year career in both the public and private sectors, which gives her a unique perspective on planning projects and issues. Lauren has assisted with, and managed, a broad range of plans and studies, including comprehensive plans, corridor studies, economic development strategies, wayfinding signage plans, comprehensive transportation plans, downtown master plans, design guidelines and overlay districts, and zoning and code ordinance updates. She takes pride in her ability to connect with clients and the public, allowing her to find common ground amongst different perspectives.



### Project Experience

#### Gwinnett 2040 Unified Plan

Gwinnett County, GA  
Deputy Project Manager

#### Gwinnett UDO Residential Zoning District Update

Gwinnett County, GA  
Project Manager

#### Snellville UDC

Snellville, GA  
Planner/Project Manager

#### Campbellton Historic Crossroads Village Master Plan

Chattahoochee Hills, GA  
Lead Planner

#### Milton UDO

Milton, GA  
Planner

#### Roswell 2040 Comprehensive Plan

Roswell, GA  
Lead Planner

#### Pickens County Comprehensive Plan

Pickens County, SC  
Lead Planner

#### College Park Planning & Zoning Services

College Park, GA  
City Planner

#### Downtown Vinings & Veterans Memorial Highway Design Guidelines

Cobb County, GA  
Project Manager

#### Smyrna B.O.L.D Downtown Master Plan Update

Smyrna, GA  
Project Manager

#### Stone Mountain Village Forward Master Plan

Stone Mountain, GA  
Project Manager

### Education

- Bachelor of City Planning  
University of Virginia, 1997

### Registration

- American Institute of Certified Planners  
#027542

### Professional Affiliations

- American Planning Association

### Awards

- 2020 Community Engagement (“Reaching Out to Diverse Communities”) Recognition, Gwinnett 2040 Unified Plan, National Association of Counties
- 2019 Outstanding Planning Document, Gwinnett 2040 Unified Plan, Georgia Planning Association



## Matthew Wilder, PLA, ASLA, LEED AP

Principal-in-Charge | Pond  
 Percentage of Time: 15%

Matthew is the Program Manager of PLACE at Pond where our Planners, Landscape Architects, and Civil Engineers work collaboratively to plan, design, and build the wonderful communities in which we conduct our daily lives. He is a landscape architect by training with 20 years of experience, and his career has given him the opportunity to design neighborhood and regional parks, plan trail and greenways that connect numerous communities, improve transportation networks to elevate the status of bicyclists and pedestrians, and develop urban design plans for cities, districts, and corridors that set the stage for decades of growth and success. He greatly appreciates the value of good public spaces and the community they foster. Matthew wants to work with communities and clients to develop to lay the groundwork for long term investment and ownership by the people who live and work there. As principal-in-charge, he will ensure that project manager Lauren Blaszyk has the resources needed to successfully complete this project.



### Project Experience

**Decatur UDO: Phase 1**  
 Decatur, GA  
 Planner

**Mall Boulevard/Gwinnett Place Drive Complete Streets**  
 Gwinnett County, GA  
 Design Director

**Dunwoody Design Standards**  
 Dunwoody, GA  
 Planner

**Peachtree Corners, Innovation District Trail Scoping Study**  
 Peachtree Corners, GA  
 Landscape Architect

**Stone Mountain Village Forward Master Plan**  
 Stone Mountain, GA  
 Principal-in-Charge

**Indian Trail-Lilburn Road Master Plan Update**  
 Gwinnett County, GA  
 Design Director

**Avondale Estates Master Plan Update**  
 Avondale Estates, GA  
 Design Director

**Roswell East/West Alley Master Plan**  
 Roswell, GA  
 Landscape Architect

**Gwinnett Place CID Multi-modal Green Corridor Master Plan**  
 Gwinnett County, GA  
 Landscape Architect

**ACTivate Gwinnett Place Master Plan**  
 Gwinnett County, GA  
 Senior Landscape Architect

### Education

- MLA, Landscape Architecture, University of Georgia, 2001
- Certificate in Historic Preservation, 2001
- BS, Botany, Miami University, 1997

### Registration

- Professional Landscape Architect GA #001386
- USGBC LEED® Accredited Professional

### Professional Affiliations

- American Society of Landscape Architects



## Eric Lusher, AICP

QA/QC | Pond

Percentage of Time: 15%



Eric has experience in community planning, transportation planning, and engineering. With his diverse background, Eric has specific expertise in developing comprehensive plans, downtown master plans, transportation studies, conducting traffic forecasts and travel demand modeling activities, preparing traffic analyses, and developing bicycle and pedestrian plans. As this implies, one of Eric's strengths is his ability to pull from this diverse expertise to develop holistic plans. As a consultant, Eric has served a variety of different clients, including DOTs, Toll Authorities, MPOs, transit agencies, municipal governments, CIDs, and private developers.

### Education

- MS, Urban & Regional Planning Florida State University (FSU), 2005
- BS, Social Science, FSU, 2002
- Certificate in Planning, FSU, 2002

### Registration

- American Institute of Certified Planners #023406

### Awards

- 2020 Outstanding Public Involvement, Roswell Bicycle & Pedestrian Master Plan, Georgia Planning Association

### Project Experience

**Memorial Drive Revitalization Corridor Plan**  
DeKalb County, GA  
Project Manager

**Gwinnett 2040 Unified Plan**  
Gwinnett County, GA  
Project Manager

**Woodstock Comprehensive Plan**  
Woodstock, GA  
Project Manager

**Roswell 2035 & 2040 Comprehensive Plans**  
Roswell, GA  
Project Manager

**Downtown Suwanee Master Plan**  
Suwanee, GA  
Planner

## Jonathan Corona

Zoning Analysis & Coding | Percentage of Time: 75%



Jonathan is a planner focused on the development of municipal comprehensive plans, zoning and development ordinances, transportation plans, and small area plans. He has an eye for graphics and a talent for connecting with community members. Jonathan recently played an active role in recent projects where the planning team considered existing historic resources, top tier design, and scale within reason of the communities' needs and desires. He is passionate about translating a community vision into policies and concepts, building on strengths of communities, and enhancing their economies and overall functionality.

### Education

- Master of Community Planning, Auburn University, 2017
- BS, Environmental Design, Auburn University, 2016

### Professional Affiliations

- American Planning Association

### Project Experience

**Unified Development Ordinance (UDO)**  
Douglasville, GA  
Planner

**Unified Development Ordinance (UDO)**  
Norcross, GA  
Planner & Public Involvement

**Sidney Zoning Ordinance**  
Sidney, OH  
Planner

**2040 Comprehensive Plan Update**  
Snellville, GA  
Planner & Public Involvement

**2040 Comprehensive Plan Update**  
Norcross, GA  
Planner & Public Involvement

## Andrew Kohr, PLA, ASLA

Urban Design | Pond  
Percentage of Time: 30%



Andrew is Director of Pond’s Landscape Architecture Studio and a senior member of the firm’s PLACE team, which specializes in working on projects that blend policy, planning, and design. His career has focused almost exclusively on the public sector, where he has passion for investigating and planning within the public realm. His diverse portfolio has included comprehensive plans, small area plans, downtown master plans, trail feasibility studies, and corridor plans (Memorial Drive). In 2018, his Lenox Road Vision Plan for the Buckhead Community Improvement District won the Georgia Planning Association Plan of the Year.

### Education

- MLA, Landscape Architecture Ball State University, 2005
- BA, Historic Preservation Mary Washington College, 2002

### Registration

- Registered LA, SC #1156
- LA #45947, Council of LA Registration Boards

### Professional Affiliations

- ASLA
- Atlanta Urban Design Commission (past chair)

### Project Experience

#### Charleston Area Character Appraisals

Charleston, SC  
Lead Planner

#### North Charleston Comprehensive Plan

North Charleston, SC  
Planner

#### Country Club Rd. Complete Streets

Spartanburg, SC  
Design Support

#### Memorial Drive Revitalization Corridor Plan

Atlanta, GA  
Urban Designer

#### Lenox Road Corridor Plan

Atlanta, GA  
Project Manager

## Daniel Ashworth, Jr., AICP, PLA, ASLA

Urban Design | Percentage of Time: 30%



Daniel is a Landscape Architect and Planner with extensive experience in innovative roadway, streetscape, and public space designs that add value, vibrancy, and a sense of place to cities and neighborhoods. His expertise includes mobility planning, streetscape schematic design, construction documentation, construction administration, and project management. He has worked on many roadway design and streetscape projects at a variety of stages in several states. Daniel brings the ability to see the larger community development and traffic operations benefits of the project by seeing land use and transportation as a paired relationship in making great places, all the way down to the individual details of the design including the finishes, furnishings, and planting selections.

### Education

- MLA, Landscape Architecture & Regional Planning, University of Pennsylvania, 2004
- BLA, Landscape Architecture, Mississippi State University, 2002
- BS, Landscaping Contracting & Management, Mississippi State University, 2002

### Registrations

- Registered LA, SC #1439
- American Institute of Certified Planners

### Project Experience

#### Memphis 3.0 Comprehensive Plan

Memphis, TN  
Planner & Public Involvement

#### Memphis Medical District Streetscapes

Memphis, TN  
Project Manager & Design Lead

#### The Heights Line Streetscape Design

Memphis, TN  
Project Manager & Design Lead

#### Styx Alley Design

West Palm Beach, FL  
Project Manager

## Lauren Babineaux, ASLA

Graphics & Mapping | Percentage of Time: 50%



Lauren is skilled in public work that includes public parks and urban planning. She has a passion for design and it shows; she is skilled in memorial art, trails, community development and planning, multipurpose planting designs, and overall design enhancements. Lauren is able to clearly explain her designs verbally and through the use of computer graphics, 3-D renderings, construction documentation, illustrative plans, site analysis, and graphic design work.

### Education

- BLA, Landscape Architecture, University of Georgia, 2017

### Professional Affiliations

- American Society of Landscape Architects

### Project Experience

#### Smyrna B.O.L.D. Downtown Master Plan Update

Smyrna, GA  
Plan Development & Graphics

#### Stone Mountain Village Forward Master Plan

Stone Mountain, GA  
Plan Development & Graphics

#### Avondale Estates Street Grid Plan

Avondale Estates, GA  
Urban Designer

#### Campbellton Crossroads Small Area Plan

Chattahoochee Hills, GA  
Urban Designer

#### Green Street Study

Gainesville, GA  
Urban Designer

#### Hammond Park Implementation Action Plan

Sandy Springs, GA  
Urban Designer

## Sydney Thompson, PLA

Graphics & Mapping | Percentage of Time: 50%



Sydney's experience includes high-end residential, parks, public spaces, and urban planning. She uses graphics and narratives to clearly explain her design intent and is skilled in all aspects of a project ranging from concept design and planning graphics, technical construction documents, to client communication. With a background in residential design, she understands how the smallest details of a design make the biggest impacts on how people experience a space. By implementing the ideas and practices she learned in residential design, she is able to bring larger sites down to the human scale.

### Education

- BLA, Landscape Architecture University of Georgia, 2013

### Registration

- Professional Landscape Architect GA #LA001801

### Professional Affiliations

- American Society of Landscape Architects

### Project Experience

#### Smyrna B.O.L.D. Downtown Master Plan Update

Smyrna, GA  
Plan Development & Graphics

#### Findley Plaza Revitalization

Atlanta, GA  
Landscape Architect

#### AlphaLoop

Alpharetta, GA  
Landscape Architect

#### Stone Mountain Village Forward Master Plan

Stone Mountain, GA  
Plan Development & Graphics

#### Atlanta Green Infrastructure Projects

Atlanta, GA  
Landscape Architect

## Heike Slinin, PE, LEED AP

Development Regulation Review | Pond  
Percentage of Time: 40%



### Education

- BS, Civil Engineering, Clemson University, 1997

### Registrations

- Professional Engineer, GA #029236
- GSWCC – Level II Certified Design Professional #000.000.30021
- LEED AP

Heike has over 17 years of experience providing a wide range of civil engineering and site services from municipal and commercial projects to heavy industrial and military projects. She has extensive experience in performing plan reviews, conducting site visits, and meeting with clients to provide project solutions. Cities she has served include the Cities of Acworth, Flowery Branch, Sugar Hill, Clarkston, and Chamblee, among others.

### Project Experience

#### On-Call Planning and Engineering Services

Chamblee, GA  
Civil Engineer

#### Snellville Unified Development Ordinance

Snellville, GA  
Civil Engineer

#### Development Code Update, Environmental Standards

Chamblee, GA  
Civil Engineer

#### Milton Unified Development Code

Milton, GA  
Civil Engineer

#### Decatur Unified Development Ordinance

Decatur, GA  
Civil Engineer

#### Flowery Branch On-Call Planning & Engineering Services

Flowery Branch, GA  
Civil Engineer

## Kevin McInturff, PE,

Development Regulation Review | Pond  
Percentage of Time: 40%

### Education

- BS, Civil Engineering Technology, Southern Polytechnic State University, 1993

### Registrations

- Professional Engineer, GA #30833
- State of Georgia Association of North America (SWANA) certified landfill operator #578
- Industrial Wastewater Treatment Operator, GA #31443
- GSWCC Level 1B Certified Inspector #428
- GSWCC Level II Certified Design Professional #428

Kevin has extensive experience in the public sector including serving as County Engineer for a north Georgia county of a population of 200,000 for over 15 years. While serving as County Engineer, he managed over \$100M worth of infrastructure projects including roundabouts, multi-use trail systems, parks, intersection improvements, landfill construction, culverts, and bridges. He established a stormwater special taxing district system to help fund the county's growing stormwater infrastructure needs.

Kevin was also responsible for establishing many of the infrastructure specifications, subdivision codes, and engineering plan review procedures in the county. During his tenure with the private sector, he worked for one of the largest solid waste management firms at the time and was responsible for environmental compliance and wastewater management for its northeast Georgia facilities.

## Jen Price, AICP

Community Engagement Lead | Sycamore Consulting  
 Percentage of Time: 40%



Jen has 18 years of experience in active living planning, community impacts assessments, and multi-stakeholder involvement.

### Project Experience

**Memorial Drive Corridor Revitalization Study\***  
 DeKalb County, GA

**AeroATL Model Mile Feasibility Study\***  
 South Metro Atlanta, GA

**DeKalb County Zoning Code Update\***  
 DeKalb County, GA

**Poplar Road Corridor Studydate\***  
 Newnan, GA

**Memorial Corridor Overlay**  
 DeKalb County, GA

**DeKalb County SPLOST Consulting Services**  
 DeKalb County, GA

**DeKalb County Comprehensive Transportation Plan Update**  
 DeKalb County, GA

**Stonecrest Town Center Livable Centers Initiative**  
 DeKalb County, GA

**DeKalb County Master Active Living Plan**  
 DeKalb County, GA

**North Druid Hills Transportation & Connectivity**

**Land Use Plan**  
 DeKalb County, GA

\* Partner with Pond on experience

### Education

- MS, Urban Planning and Regional Planning, Florida State University, 2001
- BS, Civil Engineering, Florida A&M University, 1999
- BS, Mathematics, BEthune-Cookman College, 1997

### Registrations

- American Institute of Certified Planners, July 2007

## Pedro Torres, PLA, ASLA, SITES AP

Community Engagement | Pond  
 Percentage of Time: 25%



Pedro has eight years of project experience includes a vast array of residential, commercial, and public projects that vary from small intimate healing gardens to large-scale planning and design. At Pond, Pedro uses his knowledge and skills to prepare site analysis diagrams, illustrative final concepts, construction documents, and 3-D model renderings. His experience gives him the ability to be detailed oriented and cognizant of the project's constructability. A fluent Spanish speaker, Pedro often contributes to Pond's community engagement efforts for planning projects in diverse communities.

### Education

- MBA, University of North Georgia, 2016
- BLA, University of Georgia, 2012

### Registrations

- Registered Landscape Architect, GA #001732
- Leadership in Energy and Environmental Design (LEED GA)

### Project Experience

**Gwinnett 2040 Unified Plan**  
 Gwinnett County, GA  
 Community Engagement

**Roswell 2040 Comprehensive Plan**  
 Roswell, GA  
 Community Engagement

**AeroATL Model Mile Feasibility Study**  
 South Metro Atlanta, GA  
 Landscape Architect

**Panola Mountain State Park Master Plan Update**  
 Stockbridge, GA  
 Landscape Architect

**JTA Mobility Works Complete Streets**  
 Jacksonville, FL  
 Landscape Architect





The Pond team has experience working on similar projects throughout the southeastern US, as illustrated in the table below. References for the first four (4) projects appear on the following pages.

Pond has worked on 12 projects within the City of Clarkston.

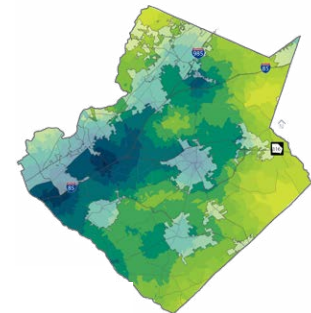
PROJECT	LOCATION
<a href="#">Gwinnett 2040 Unified Plan, Housing Study &amp; UDO</a>	Gwinnett County, GA
<a href="#">Snellville Unified Development Ordinance (Sub)</a>	Snellville, GA
<a href="#">Campbellton Historic Crossroads Village Master Plan</a>	Chattahoochee Hills, GA
<a href="#">Memorial Drive Corridor Revitalization Plan</a>	DeKalb County, GA
Milton Unified Development Code (subconsultant)	Milton, GA
Glynn County Code Update (subconsultant)	Glynn County, GA
Thomson-McDuffie County Ordinance Updates	McDuffie County, GA
Hall County UDO (subconsultant)	Hall County, GA
Winder Code Update (subconsultant)	Winder, GA

- City of Clarkston, Streetscape
- City of Clarkston, Design Guidelines
- City of Clarkston, Parking Lot Bioretention
- City of Clarkston, Fee Application Revision
- City of Clarkston, Community Development Projects
- City of Clarkston, Clarkston Planning Services
- City of Clarkston, SPLOST 4
- City of Clarkston, Annex CA Services
- City of Clarkston, Annex Phase I Designs
- City of Clarkston, Parking Lot Redesign
- City of Clarkston, Engineering On-Call Services
- City of Clarkston, Reviews



# Gwinnett 2040 Unified Plan, Housing Study & UDO

Gwinnett County, GA | 2017 - Current



## SIMILARITIES TO YOUR PROJECT

- Development and implementation of community vision
- Extensive community/stakeholder engagement in a diverse county
- Coordination with PMT and Advisory Committee
- Development of Diagnostic Report and UDO zoning updates

## RESULTS

After the adoption of the Unified Plan, Pond began the UDO Residential Zoning Districts review and update, and corresponding housing study. When complete, these documents will guide the diversification of housing growth for the entire county.



*2019 Outstanding Planning Document Award Georgia Planning Association  
2020 NaCo "Reaching Out to Diverse Communities"*

## REFERENCE INFORMATION

### Gwinnett County

Nancy Lovingood  
Special Projects Manager  
P: 678.518.6211  
E: [Nancy.Lovingood@gwinnettcountry.com](mailto:Nancy.Lovingood@gwinnettcountry.com)

## LEARN MORE

<https://www.gwinnettcountry.com/web/gwinnett/Departments/PlanningandDevelopment/>

## 2040 Unified Plan

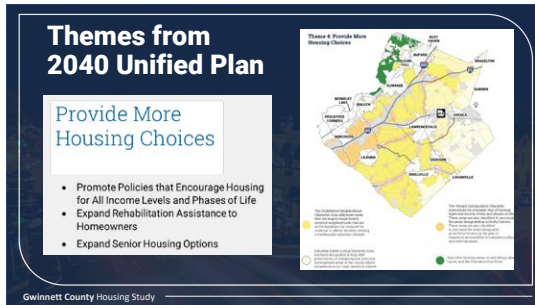
Pond led the comprehensive effort to update, in an aggressive nine month schedule, Gwinnett County's Comprehensive Plan (referred to as the "Unified Plan") which integrates many of the County's functions including Transportation, Economic Development, Housing, Land Use, Water & Sewer, and Community Services. Accomplishments Include:

- Successful integration of multiple county initiatives. The final plan demonstrates through a policy framework how all these initiatives work together to reinforce Gwinnett's future vision.
- The plan document was designed and organized to encourage accessibility and user-friendliness. Overall, the plan is structured as a narrative to tell a story instead of being a mere reference document.
- Development and deployment of "Opportunity for Change," a unique process and mechanism combining community engagement and technical analysis to help guide the creation of a Future Development Map.
- Use of traditional marketing focus groups to understand perceptions and values related to housing, community amenities, and Gwinnett County.
- The Future Development Map was refined to promote redevelopment, recognition of nodal development, and the "Vibrant Communities" designation which identifies those parts of

the community where housing choice and options should be prioritized.

- Character area narratives use a combination of text, graphic imagery (including a series of typologies covering urban scale, buildings, parks, and street environments), and site design context.
- Over 80 engagement and outreach events.
- The engagement process included a variety of techniques including traditional community meetings, stakeholder committees, pop-up events, intercept interviews, and assorted speaking engagements.
- Brand and social media engagement to maximize plan participation and outreach.
- Customized and focused engagement techniques to reach out to traditionally under-served communities and young families. This included aforementioned intercept interviews (at Hispanic-and Asian-oriented shopping centers, grocery stores, parks, and playgrounds), targeted speaking engagements (such as the Hispanic Chamber of Commerce), and even radio interviews. Spanish Language Radio Interviews were conducted at La Raza, Vida Atlanta, and La Que Buena.

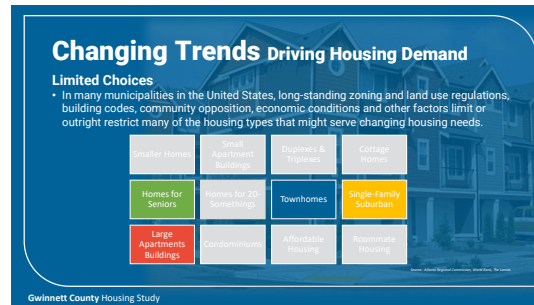
## Gwinnett 2040 Unified Plan, Housing Study & UDO (continued)



### Gwinnett Housing Study

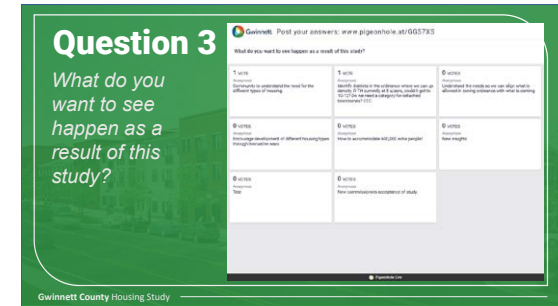
The County followed up its 2040 Unified Plan with a Housing Study to identify the types and quantity of housing units needed to accommodate residents over the next 20 years. Due to its proximity to Atlanta, Gwinnett developed as a bedroom community to large employment centers. Its residential offerings are limited to single-family residential homes, and traditional apartment complexes—and limited townhome, condo, and senior housing options. The study considers changing trends in the types of housing desired by people of all ages and generations.

Pond is part of the team conducting this study, providing valuable input due to our in-depth knowledge from leading the Unified Plan, including Land Use and Housing Policies. The study is looking at baseline housing data and projecting needs based on anticipated population growth. Early recommendations include the addition of missing middle housing (duplexes, triplexes, fourplexes, cottage courts, courtyard buildings, townhomes, and live-work units) to offer a better variety of housing types to the County's diverse population.



### Gwinnett UDO Residential Zoning Districts Review

Concurrent with the Housing Study and to help implement its findings, Pond is leading the team reviewing the County's 17 existing residential zoning districts. We are reviewing setback and parking requirements, minimum lot frontage and density allowances, lot sizes and building coverage, and maximum building heights. This will enable us to identify metrics limiting the ability of builders and developers to offer a variety of housing. We are also reviewing the types of housing currently allowed in each zoning district and determining which types of middle housing should be added to existing districts. These findings will be summarized in a Diagnostic Report. Through zoning text amendments, zoning districts will be modified, and new zoning districts will be added to allow and encourage a variety of housing types across the county.



# Snellville Unified Development Ordinance

Snellville, GA | 2016 - 2020

## SIMILARITIES TO YOUR PROJECT

- Analysis of existing code and development regulations for the Diagnostic Report
- Incorporation of changes into the UDO
- Creation of several UDO drafts for staff review
- Compliance with state and local regulations
- Coordination with staff and stakeholders
- Community engagement

## RESULTS

This project was recently completed and is in the process of being adopted.

## REFERENCE INFORMATION

### City of Snellville

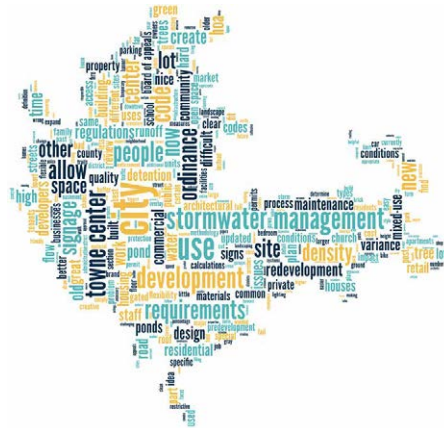
Jason Thompson  
Planning and Development Director

P: 770.985.3518

E: [jthompson@snellville.org](mailto:jthompson@snellville.org)

### LEARN MORE

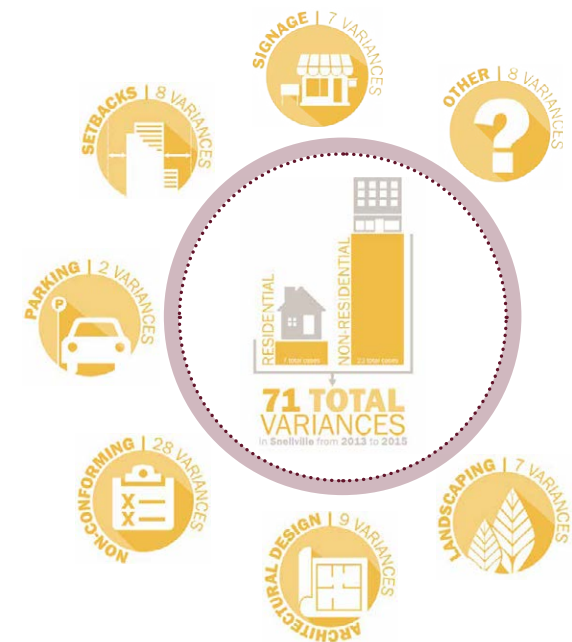
[http://www.snellvilledevelopmentcode.org/diary-updates/a-renovated-development-code./](http://www.snellvilledevelopmentcode.org/diary-updates/a-renovated-development-code/)



Pond’s Community Development staff was part of the overall consulting team charged with creating the City’s Unified Development Ordinance (UDO).

Pond’s responsibilities included a review and analysis of existing ordinances related to post-development stormwater and floodplain management, stream buffers, illicit discharge and illegal connections, soil erosion and sedimentation control, water and sewer service, streets, and public improvements. Pond reviewed these ordinances for alignment with best industry practices, the Georgia Stormwater Management Manual, the Gwinnett County Stormwater Management Manual, and compliance with the Metropolitan North Georgia Water Planning District (MNGWPD) model ordinances, as applicable. We provided a detailed, written report of modifications needed, which were included in the Final Diagnostic Report provided to the City.

After staff review and subsequent discussions Pond then updated the existing ordinances for inclusion in the new UDO, incorporating requested edits to tailor them to the City’s needs while ensuring compliance with state and county regulations. The consultant team has incorporated final edits—resulting from policy direction from the Snellville City Council—into a final draft UDO document, which was presented to staff and the public for final comment.





# Memorial Drive Corridor

DeKalb County, GA | 2019 - 2020

## SIMILARITIES TO YOUR PROJECT

- Public engagement within a diverse community that included interactive online mapping and surveys, workshops, stakeholder meetings, pop up events, and public presentations
- Focus on nodal development with consideration of zoning/land use implications
- Consideration of public open space, mobility improvements, streetscapes, and redevelopment
- Retail and housing analysis with economic development implementation strategies

## RESULTS

The DeKalb County Board of Commissioners adopted the study in September 2020. The County is identifying funding and forming a Community Action Group to assist with its implementation.

## REFERENCE INFORMATION

### DeKalb County

Larry Washington

P: 404.371.2178

E: [lwashington@dekalbcountyga.gov](mailto:lwashington@dekalbcountyga.gov)

### LEARN MORE

<https://www.dekalbcountyga.gov/planning-and-sustainability/memorial-drive-tool-box>



Pond, supported by our subconsultant, Sycamore Consulting, led a comprehensive redevelopment plan along the Memorial Drive corridor in unincorporated DeKalb County. This plan included a variety of elements including demographic analysis, market research, master planning, transportation planning, and housing. The goal of the plan was two-fold: (1) assist the community in better envisioning it's preferred future through illustrative examples of redevelopment and (2) identification of the public side tools that the County can consider to attract and encourage private reinvestment.

The plan was aided by a comprehensive community engagement strategy that included tactical opportunities to engage with students, area shoppers, residents, and specific engagement to under-served communities. This strategy was further supported by a series of community meetings (with attendance of over 400 people!) and an online Social Pinpoint survey and interactive map with nearly 6,900 responses.

The final plan includes a detailed action plan of policy and infrastructure initiatives. A unique component of this emerging action plan is a focus on immediate implementation steps that can be taken by the County as proofs of concept and intent for redevelopment. The County is currently budgeting and planning to implement several of the initiatives recommended, including pedestrian safety studies along the corridor, studying the feasibility of a CID, constructing pocket parks, and forming a Community Action Group.

# 4. Forms





where possibilities grow

## COMPANY/FIRM INFORMATION

Company Legal/Corporate Name:  Pond & Company

Doing Business as (if different than above:  N/A

Address:  3500 Parkway Lane, Suite 600

City:  Atlanta  State:  GA  Zip:  30092

Phone:  678.336.7740  Fax:  678.336.7744

E-Mail Address:  blaszykl@pondco.com

Website:  www.pondco.com

Remit to Address (if different than above)

Address:  N/A

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### **Contact for Questions about this response:**

NAME:  Lauren Blaszyk, AICP

Phone:  678.336.7740  E-Mail Address:  blaszykl@pondco.com

Day-to-Day Contact (if awarded):

NAME:  Lauren Blaszyk, AICP

Phone:  678.336.7740  E-Mail Address:  blaszykl@pondco.com

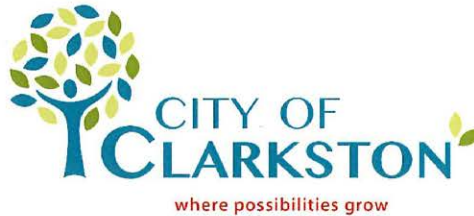
\_\_\_\_\_ Certified Small Business; Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman, or Disadvantaged Business Enterprise

Certifying Agency: \_\_\_\_\_



**Attachment "A"**  
**Required Submission Documents**



**RESPONSE CERTIFICATION**

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

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

**ACCEPTED AND AGREED TO:**

Company Name: Pond & Company

Signature: 

Printed Name: Robert P. Williams, PE

Title: Executive Vice President

Date: 11.17.20

**STATE OF GEORGIA**  
**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**CERTIFICATE OF EXISTENCE**

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**POND & COMPANY**  
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 17422973  
Date Inc/Auth/Filed: 09/30/1985  
Jurisdiction : Georgia  
Print Date : 06/28/2019  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

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

**Request for Taxpayer  
 Identification Number and Certification**

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

2 Business name/disregarded entity name, if different from above  
**Pond & Company**

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

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

Other (see instructions) ▶ \_\_\_\_\_

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

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

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

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number

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

or

Employer identification number

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ 1/17/2020

**General Instructions**

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

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

**Purpose of Form**

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

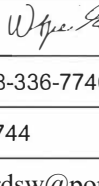
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**Attachment "A"**  
**Required Submission Documents**

<b>BIDDER INFORMATION</b>	
Company Name: Pond & Company	
Company Address: 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092	
Authorized By (typed or printed name): Wayne Edwards	
Title: Corporate Controller	
Authorized Signature: 	Date: 11/17/2020
Telephone Number: 678-336-7740	
Fax Number: 678-336-7744	
Email Address: edwardsw@pondco.com	
Company's Web Page: pondco.com	

<b>REMITTANCE INFORMATION (where payments should be sent)</b>			
Remit to Name: Pond & Company			
Remit to Address: 3500 Parkway Lane Suite 500			
City: Peachtree Corners	State: GA	Zip: 30092	County: Gwinnett
Phone: 678-336-7740	Fax:	Toll Free:	
Contact: Accounts Receivable		Email: accountsreceivable@pondco.com	
Tax ID: <input type="checkbox"/> SSN _____ Federal Tax ID 58-1639128			
Business Type: <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Business <input type="checkbox"/> Misc.			

<b>PURCHASE ORDER INFORMATION (where purchase orders should be sent)</b>			
Purchase Order Name: Pond & Company			
Purchase Order Address: 3500 Parkway Lane Suite 500			
City: Peachtree Corners	State: GA	Zip: 30092	County: Gwinnett
Phone: 678-336-7740	Fax:	Toll Free:	
Contact: Accounts Receivable		Email: accountsreceivable@pondco.com	
Payment Terms: Discount <u>0</u> % No. Days <u>N/A</u> Net Due <u>30</u>			
Freight Terms: Ship Via: <u>N/A</u> FOB <u>N/A</u>			

<b>MBE/DBE/WBE STATUS (check appropriate box(es))</b>			
<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Disabled	<input type="checkbox"/> Veteran	<input type="checkbox"/> Woman-Owned	<input checked="" type="checkbox"/> Not-Applicable

**Attachment "A"**  
**Required Submission Documents**

**BIDDER QUALIFICATION FORM**

Company Name: Pond & Company  
Address: 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092  
When Organized: 1985 Where Incorporated: Georgia  
How many years have you engaged in business under the present firm name? 35 years  
Credit available for this contract? N/A  
Contracts now in hand? 1101 active contracts, 1 with City of Clarkston  
Has bidder ever refused to execute a contract at the original bid amount? No  
Has bidder ever been declared in default on a contract? No  
Comments: \_\_\_\_\_  
\_\_\_\_\_

Company Name: Pond & Company  
Authorized By (typed name): Wayne Edwards  
Authorized Signature: *Wayne Edwards*  
Title: Corporate Controller Date: 11/17/2020

**References**

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

- | <u>NAME OF PROJECT/DATE</u>   | <u>LOCATION</u> | <u>CONTACT</u>      | <u>PHONE #</u> |
|---|-----------------|---------------------|----------------|
| <u>1. Gwinnett 2040 Unified Plan, Housing Study, and UDO Nov 2017 - Feb 2019, Gwinnett County</u> |                 |                     |                |
| <u>Nancy Lovingood, Special Projects Manager</u>  |                 | <u>678.518.6211</u> |                |
| <u>2. Snellville Unified Development Ordinance July 2020 - July 2021, City of Snellville</u>      |                 |                     |                |
| <u>Jason Thompson, Planning &amp; Development Director</u>  |                 | <u>770.985.3518</u> |                |
| <u>3. Cambellton Crossroads March 2020 - Dec 2020, City of Chattahoochee Hills</u>                |                 |                     |                |
| <u>Mike Morton, Community Development Director</u>  |                 | <u>404.822.6728</u> |                |

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
17 DAY OF November, 2020  
*E. Larrimore*  
Notary Public

My Commission Expires: 7-29-24  
[NOTARY SEAL]



**Attachment "A"**  
**Required Submission Documents**

**LIST OF SUB-CONTRACTORS**

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

NAME/ADDRESS	TYPE OF WORK	% of Contract
Sycamore Consulting 114 New Street, Suite K-1 Decatur, GA 30030	Community Engagement	15%
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pond & Company  
\_\_\_\_\_  
Contractor Name



**Attachment "A"**  
**Required Submission Documents**

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

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

NAME/ADDRESS	TYPE OF WORK	% of Contract
Sycamore Consulting 114 New Street, Suite K-1 Decatur, GA 30030	Community Engagement	15%

Pond & Company  
\_\_\_\_\_  
Contractor Name

**Attachment "A"**  
**Required Submission Documents**

**FINANCIAL & LEGAL STABILITY STATEMENT**

Please check appropriate item(s):

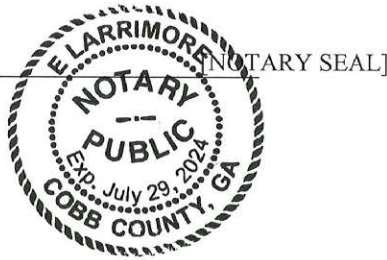
- Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.
- Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.  
Pending litigations (if any) will not affect the firm's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

Company Name: Pond & Company  
Authorized By (typed name): Wayne Edwards  
Authorized Signature: *Wayne Edwards*  
Title: Corporate Controller Date: 11/17/2020

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE  
17 DAY OF November, 2020 My Commission Expires: 7/29/24

*A. Larrimore*  
Notary Public






**Attachment "A"**  
**Required Submission Documents**

**INSURABILITY STATEMENT**

Please check appropriate item(s):

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

Company Name: Pond & Company  
Authorized By (typed name): Robert P. Williams, PE  
Authorized Signature:   
Title: Executive Vice President Date: 11.17.20

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

17 DAY OF November, 2020

My Commission Expires: 7/29/24

 [NOTARY SEAL]  
Notary Public



**Attachment "A"**  
**Required Submission Documents**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: Request for Proposals - Zoning Ordinance Rewrite

Name of Contracting Entity: Pond & Company

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

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

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

1527445 04.03.2020  Check if exempt  
EEV/E-Verify™ User Identification Number Date of Authorization

*[Handwritten Signature]*  
By: Authorized Officer or Agent  
(Name of Person or Entity)

11.17.20  
Date

HR Manager  
Title of Authorized Officer or Agent

Yesenia Chavez  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

17 DAY OF November, 2020

My Commission Expires: 7/29/24

*[Handwritten Signature]*  
Notary Public

[NOTARY SEAL]



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



**Attachment "A"**  
**Required Submission Documents**



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

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

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

Dated at this 17 day of November, 2020.

Signature of Contractor:  \_\_\_\_\_

Title: Executive Vice President      Robert P. Williams, PE

**For City of Clarkston Personnel Only:**

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

Signature of Finance Director \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**NON COLLUSION AFFIDAVIT**

Date:	11.17.20
Project:	City of Clarkston
Project #:	No project number
Project Description:	The chosen firm will work with the City of Clarkston to re-write the zoning code of ordinances.
Services Provided:	General Contracting
State of:	Georgia
County of:	Dekalb

I, Robert P. Williams, PE having first been duly sworn, deposes and states as follows:

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

Contractor:  
Pond & Company



(Signature)

(Seal)





3500 Parkway Lane | Suite 500 | Peachtree Corners, GA 30092  
678.336.7740 | Pondco.com

© 2020 Pond & Company

**POND**

CITY OF CLARKSTON

ITEM NO: E5

MAYOR AND CITY COUNCIL WORKSESSION

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2021

**Subject:** 2021 Comprehensive Plan Update

DEPARTMENT:  
**Planning/Economic &  
Development**

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT:  
**Planning/Economic & Development Director -  
Shawanna Qawiy, MSCM, MPA**  
PHONE NUMBER: 404-296-6489

The City of Clarkston's Comprehensive Plan known as the Clarkston 2040 is mandated to be updated before the deadline date of October 31, 2021.

The City has signed the Development of Local Comprehensive Plan Agreement that will allow the Atlanta Regional Commission (ARC) to provide assistance to the City to update the Clarkston 2040 Comprehensive Plan.

To begin the updating process, the City is required to have an initial public hearing. The initial public hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process.

**STAFF RECOMMENDATION(S):**

N/A

CITY OF CLARKSTON

ITEM NO: E6

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
APPOINTMENT

MEETING DATE: January 7, 2021

SUBJECT: Elect Vice Mayor

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ  
City Manager 404 296-6489

PURPOSE:

To Elect the Vice Mayor for the period of Jan 1, 2021 to Dec 31, 2021.

NEED/ IMPACT:

Pursuant to Section 2.04 of the Clarkston City Charter, The city council, at its January regular meeting, shall elect from its membership a vice-mayor for a term of one year. The vice-mayor shall perform the duties of the mayor during his/her absence or inability to act, and shall fill out any unexpired term in the office of mayor, unless and until the position is filled by special election.

RECOMMENDATION:

N/A

CITY OF CLARKSTON

ITEM NO: E7

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
APPOINTMENT

MEETING DATE: January 7, 2021

SUBJECT: Appoint City Attorney

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 1

INFORMATION CONTACT: ROBIN I. GOMEZ  
City Manager 404 296-6489

PURPOSE:

To Appoint the City Attorney for the period of Jan 1, 2021 to Dec 31, 2021.

NEED/ IMPACT:

Pursuant to Section 3.03 of the Clarkston City Charter, the Mayor and Council shall appoint a city attorney, together with such assistant city attorneys as may be authorized by ordinance. The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a part; may be the prosecuting officer in the municipal court; shall attend the meetings of the council as directed; shall advise the council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs; and shall approve as to form and legality all contracts, deeds, ordinances and resolutions having the force of law.

Mr. Stephen Quinn has served the City of Clarkston extremely well in this capacity since 2008 and would like to continue serving in 2021.

RECOMMENDATION:

Staff recommends the City Council vote to reappoint Mr. Stephen Quinn as Clarkston City Attorney.



December 20, 2019

Mr. Robin Gomez  
City of Clarkston  
1055 Rowland Street  
Clarkston, GA 30021

**Re: Proposed Terms of Continued Legal Representation**

Dear Robin:

Thank you for the opportunity to continue our legal representation of the City of Clarkston. We consider it a privilege to represent the City. We propose a modest increase in our fee structure for 2020. We have not increased our rates for the City in two years (since January 2018). Our rates for 2018 – 2019 were as follows:

Partners: \$210/hour  
Associates: \$175/hour  
Paralegals: \$100/hour

We propose an increase to the following rates:


Partners: \$225/hour  
Associates: \$190/hour  
Paralegals: \$105/hour

This represents an approximate 7% increase and is commensurate with our increased costs of doing business over the period. Our proposed rates continue to be substantially discounted from our standard rates (\$275 - \$450 per hour for partners). Please note that existing litigation matters will continue to be billed at current rates; new litigation arising after the date of this letter would be billed at the 2020 rates.

Thank you again for providing us with the opportunity to continue working with you and representing the City of Clarkston. We consider it an honor to play a part in all the great things soon to come for Clarkston.

Sincerely yours,

WILSON, MORTON & DOWNS, LLC



Stephen G. Quinn

SGQ:mle

cc: Bryan A. Downs, Esq.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: E8

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Contract

MEETING DATE: January 7, 2021

**SUBJECT:** Approve Engagement Letter and appointment of Mauldin & Jenkins as City Auditor for FY2019 Audit

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Robin Gomez  
PHONE NUMBER: 404-296-6489 ext. 411

**PURPOSE:** To approve Engagement Letter contract and appointment of Mauldin & Jenkins as City Auditor to complete the FY2020 financial statement audit.

**NEED/ IMPACT:** In accordance with the Charter, Sec. 4.05, Annual Audit, the mayor and council may employ a public accountant or a certified public accountant to make an annual audit of all financial books and records of the city. The accountant shall file his report with the mayor, at a time agreed to between him and the mayor, and shall prepare a summary of the report which shall be furnished or made available to the mayor and every councilman. Mauldin & Jenkins has provided financial audit services to the City for several years. The audit for the year ended December 31, 2019 will require additional effort due to the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) which relate to the significant amount of federal grant funds received during FY2019 in relation to the Streetscape construction project.

**RECOMMENDATIONS:** Staff recommends the City Council vote to approve the attached Engagement Letter (contract) for audit services for the year ended December 31, 2020 to occur in FY2021 in the amount of \$34,500.

CITY OF CLARKSTON

ITEM NO: E9

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Contract

MEETING DATE: January 7, 2021

SUBJECT: Approve Contract for Municipal Court Judge Services with David C. Will

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 3

INFORMATION CONTACT: ROBIN I GOMEZ  
City Manager 404 296-6489

PURPOSE:

To Approve a Contract for Municipal Court Judge Services with David C. Will

NEED/ IMPACT:

In accordance with the Charter, Sec. 3.04, the City of Clarkston Municipal Court shall be presided over by a qualified judge appointed by the City Council on an annual basis.

Judge David Will has served extremely well in this capacity for four (4) calendar years and would like to continue in 2021. The initial term of the agreement was for one (1) year and is renewable annually.

The attached Agreement outlines the services to be provided by Mr. David C. Will and sets the level of compensation which will be \$2,000 per month.

RECOMMENDATION: Staff recommends the City Council vote to approve the attached Contract for Municipal Court Judge Services between David C. Will and the City of Clarkston.

## CONTRACT TO PROVIDE MUNICIPAL COURT SERVICES

THIS AGREEMENT is made and entered into effective January 1, 2021, with the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and DAVID C. WILL, Attorney at Law.

### W I T N E S E T H:

WHEREAS, the CITY desires the services of DAVID C. WILL as Municipal Judge, pursuant to Section 3.04 of the Charter of the CITY OF CLARKSTON; and

WHEREAS, DAVID C. WILL desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY OF CLARKSTON; 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 DAVID C. WILL to perform all functions and duties specified in Section 3.06 of the Charter of the CITY OF CLARKSTON 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. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
  - b. Preside over criminal, traffic, parking cases, arraignments, trials, and hearings and set forth the courtroom calendar;
  - c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
  - d. Coordinate with the City Solicitor and Court Clerk to reduce or eliminate backlog of pending cases;
  - e. Review annually, data gathered by the CITY regarding cases generated by the Clarkston Police Department which are being filed in the District Court;
  - f. Prepare an annual report concerning Municipal Court operations and personally present that report to the Council;
  - g. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court;
  - h. Make recommendations to the CITY to improve the financial or other operating conditions of the Court; and

- i. Appoint a qualified member of the State Bar of Georgia to serve as Public Defender for the Municipal Court pursuant to O.C.G.A. § 36-32-1(f).
2. Independent Contractor. In performing the duties of Municipal Court Judge, DAVID C. WILL 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 judicial responsibilities, save and except that DAVID C. WILL agrees to carry out his duties in a timely, consistent, and impartial manner. If any employee or agent of DAVID C. WILL's tasked to assist with the duties of DAVID C. WILL under this agreement such employee/agent shall remain solely employee/agent of DAVID C. WILL. DAVID C. WILL agrees to comply with Title 34, Chapter 9 and all other applicable laws as to such persons.
3. Pro Tem Services. While it is agreed that DAVID C. WILL shall personally serve as Municipal Judge and shall be available to fill the duties of that office generally not less than eighty percent of the time, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appointment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when DAVID C. WILL must be absent from that position. Therefore:
  - a. On or before the 1<sup>st</sup> of January of each and every year this contract remains in effect, DAVID C. WILL shall submit to the City Council the names of those persons whom he wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Georgia State Bar, in good standing, and must be satisfactory to the City Council of the CITY. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by DAVID C. WILL and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Clarkston and shall exercise the same functions, duties, powers, and responsibilities as those assumed by DAVID C. WILL pursuant to this agreement.
  - b. DAVID C. WILL shall be responsible to compensate all pro tem municipal judges at his own expense and upon such terms as he and they may agree.
  - c. DAVID C. WILL shall make a reasonable effort to maintain a pool of at least two pro tem municipal judges and shall endeavor to rotate pro tem services evenly among the approved pro tem pool so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.
  - d. DAVID C. WILL shall instruct all pro tems concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
4. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2021. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties.
5. Compensation. Effective January 1, 2021, the compensation shall be \$2,000 monthly.

Payment shall be made on or before the last working day of each month this Agreement remains in effect.

6. Removal. DAVID C. WILL may be removed from his position as Municipal Judge during the term of this Agreement for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.2.
7. Hours of Work. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall report, when requested by the City Council, an account describing the amount of time he is devoting to his judicial duties.
8. Periodic Review. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.
9. Dues and Subscriptions. The Municipal Court Judge shall maintain membership in the Georgia Council of Municipal Court Judges and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for his continued professional growth and advancement and to improve his performance as Municipal Judge of the CITY OF CLARKSTON. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, he 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.
10. Professional Development. The CITY agrees to reimburse the Municipal Judge 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 Municipal Judge. The procedures for reimbursement referred to in paragraph 9 above shall apply to expenses incurred pursuant to this paragraph as well.
11. 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 DAVID C. WILL or any pro tem judge other than as set forth herein.

CITY OF CLARKSTON:

\_\_\_\_\_  
Beverly H. Burks, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
David C. Will, Municipal Judge

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Stephen G. Quinn

CITY OF CLARKSTON

ITEM NO:E10

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
CONTRACT

MEETING DATE: January 7, 2021

SUBJECT: Approve Contract for Municipal Court Solicitor Services with Christopher Diwan

DEPARTMENT: City Council

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 3

INFORMATION CONTACT: ROBIN I GOMEZ  
Contact: 404-296-6489

PURPOSE:

To Approve a Contract for Municipal Court Solicitor Services with Christopher Diwan

NEED/ IMPACT:

The Public Safety Committee recommended that Christopher Diwan be appointed as the Municipal Court Solicitor effective January 1, 2021.

Mr. Diwan has served as the City of Clarkston Solicitor exceptionally well for four calendar years. The initial term of the agreement was for one (1) year and is renewable annually.

The attached Agreement outlines the services to be provided by Christopher Diwan and sets the level of compensation which will be \$1,000 per month.

RECOMMENDATION:

The City Manager recommends the City Council vote to approve the attached Contract for Municipal Court Solicitor services between Christopher Diwan and the City of Clarkston.



## **CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES TO CLARKSTON MUNICIPAL COURT**

THIS AGREEMENT is made and entered into effective this 1st day of January, 2021, by and between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and CHRISTOPHER DIWAN, Attorney at Law.

### W I T N E S E T H:

WHEREAS, the CITY desires the services of CHRISTOPHER DIWAN as City Solicitor, pursuant to Section 3.04 of the Charter of the CITY OF CLARKSTON; and

WHEREAS, CHRISTOPHER DIWAN 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 OF CLARKSTON; 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 CHRISTOPHER DIWAN 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, CHRISTOPHER DIWAN 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 CHRISTOPHER DIWAN 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, 2021. 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, CHRISTOPHER DIWAN 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 CHRISTOPHER DIWAN 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, 2021, 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 CHRISTOPHER DIWAN other than as set forth herein.

CITY OF CLARKSTON:

\_\_\_\_\_  
Beverly H. Burks, Mayor

\_\_\_\_\_  
CHRISTOPHER DIWAN, City Solicitor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Stephen G. Quinn  
City Attorney

CITY OF CLARKSTON

ITEM NO: E11

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2021

SUBJECT: Re-Appoint William Tinkler, Jr. to Serve As The Ethics Hearing Officer For The City Of Clarkston

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 1

INFORMATION CONTACT: Robin I. Gomez  
PHONE NUMBER: 404-296-6489

PURPOSE:

To re-approve William Tinkler, Jr. to serve as the Ethics Hearing Officer for the City of Clarkston.

NEED/ IMPACT:

In November 2014, the City Council adopted a new Ethics Ordinance that allows for an Ethics Hearing Officer to be nominated by the City Manager and approved by the City Council. The Hearing Officer shall be a member in good standing of the State Bar of Georgia for at least the most recent five (5) years.

Mr. William Tinkler was appointed and has served as the Ethics Officer since October 2015.

RECOMMENDATIONS:

Staff recommends that the City Council re-appoint Attorney William Tinkler, Jr. to serve in the capacity as Ethics Hearing Officer for the City of Clarkston.

WILLIAM TINKLER, JR.

ATTORNEY AT LAW

A PROFESSIONAL CORPORATION

SUITE 200

150 EAST PONCE DE LEON AVENUE

DECATUR, GEORGIA 30030

WILLIAM TINKLER, JR.

TELEPHONE  
(404) 371-8662  
FACSIMILE  
1-404-506-9264

December 28, 2020

via email tashby@cityofclarkston.com

Ms. Tracy Ashby  
City Clerk  
City of Clarkston  
Clarkston, Georgia

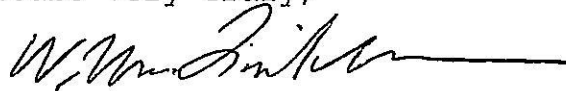
Re: City of Clarkston, Ethics Hearing Officer

Dear Ms. Ashby:

I have been honored by the City of Clarkston in being appointed the City's Ethics Hearing Officer. It would be my great pleasure to serve in that capacity in the coming year should the City require my services. If the City decides to reappoint me as Ethics Hearing Officer, I would propose to charge for my time by billing the City at an hourly rate of \$350.00, with activity and time involved, and any advanced expenses, shown on a billing statement addressed to the City.

With best regards, I am

Yours very truly,



William Tinkler, Jr.

WT/klp

cc: Stephen G. Quinn, Esq.  
squinn@wmdlegal.com

CITY OF CLARKSTON

ITEM NO: E12

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: JANUARY 7, 2021

SUBJECT: Approve an additional 10% hazard/COVID-19 pay for all City employees for all hours actually worked at a City facility or in the field during the continued Pandemic.

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ  
PHONE NUMBER: 404-296-6489

PURPOSE:

To continue to provide in 2021 the additional 10% Hazard/COVID-19 pay for all City employees for all hours actually worked at a City facility or in the field until the Pandemic time period slows down enough, provides for a safer environment, to allow for the reopening of City offices/facilities to the public.

NEED/IMPACT:

On March 16, 2020, the City began providing an additional 5% compensation identified as hazard/COVID-19 pay, for all Police and Public Works employees for all hours actually worked taking into consideration the various hazards faced by performing their regular tasks in person as nearly all of the work must be performed in person (not remotely). At the December 8, 2020, Council meeting, the Council approved increasing the amount to 10% retroactively back to March 16 for all City employees for actual hours worked at a City facility or out in the field (excluded hours worked at home or administrative time- hours not actually worked). The additional pay from March 16, 2020 to December 20, 2020, that totaled \$122,815.43, for all employees in Administration (CM, Clerk, Finance), Planning & Development, City Court, Police, and Public Works was funded by the City's share of the CARES Act funds (from the \$1,433,288).

As we presented and discussed at the December 1 Council Worksession and December 8 Council meeting, other jurisdictions with their CARES Act funds allocation have or will be providing the hazard/COVID-19 additional pay at higher rates than our 5%.

Currently, any additional Hazard/COVID-19 pay in 2021, as we began in March 2020, will be funded out of the City's General Fund. We still face some uncertainty as to how long our current operations (closed to the public) will continue as the Pandemic continues to be quite present in our area. Should any additional, similar CARES Act funds become available we will similarly utilize them to fund this expenditure in 2021 (as we did in 2020).

CITY OF CLARKSTON



ITEM NO: E13

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Proclamation

MEETING DATE: January 7, 2021

SUBJECT: Proclamation designating the Martin Luther King Jr. Holiday as a Day of Service in Clarkston

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Beverly Burks,  
Debra Johnson, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and in 1994, Congress designated the Martin Luther King Jr. holiday as a national day of volunteer service.

The Clarkston City Council will contemplate designating the Martin Luther King Jr. Holiday as a Day of Service in Clarkston and call upon the Clarkston residents to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Jr. Day.

RECOMMENDATION:

Staff has no recommendations.

CITY OF CLARKSTON  
PROCLAMATION  
THE DAY OF JANUARY 18<sup>TH</sup>  
AS THE 26<sup>TH</sup> MARTIN LUTHER KING JR. DAY OF SERVICE

Whereas, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

Whereas, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

Whereas, in 1994, Congress designated the Martin Luther King Jr. holiday as a national day of volunteer service, and charged AmeriCorps with leading this effort; and

Whereas, since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and

Whereas, serving on MLK Day is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

Whereas, MLK Day offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

Whereas, virtual and COVID-19 appropriate MLK Day service projects are being organized by a wide range of nonprofit and community organizations, educational institutions, public agencies, private businesses, and other organizations across the nation to meet important community needs; and

Whereas, each of us can and must contribute to making our communities better with increased opportunity for all our citizens, and

Whereas, citizens of Clarkston have the opportunity to participate in virtual and safe service events throughout our city on the Martin Luther King Jr. Day of Service, January 18, 2021, as well as create and implement community service projects where they identify the need;

NOW, THEREFORE, I, Beverly H. Burks, Mayor of Clarkston proclaim the Martin Luther King Jr. Holiday as a Day of Service in Clarkston and call upon the people of the Clarkston to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Jr. Day and throughout the year.



SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

By \_\_\_\_\_  
Tracy Ashby, City Clerk

\_\_\_\_\_  
Beverly H. Burks, Mayor

Approved as to Form:

\_\_\_\_\_  
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: E14

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2021

SUBJECT: Discuss Digital Inclusion Resolution

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Beverly Burks,  
Debra Johnson, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

The City Council understands the importance of Digital Inclusion as the assurance of accessible, available, affordable, relevant, privacy and equitable access to the World Wide Web (i.e., the Internet). The Clarkston City Council will contemplate adopting the attached resolution to support equitable Internet access for the people and businesses of Clarkston and the creation public-private partnerships to make internet access available and affordable.

RECOMMENDATION:

Staff has no recommendations.

## DIGITAL INCLUSION RESOLUTION

WHEREAS, Digital Inclusion is the assurance of accessible, available, affordable, relevant, privacy and equitable access to the World Wide Web (i.e., the Internet); and

WHEREAS, Internet access for all people and businesses is essential for the city to thrive in the digital economy; and

WHEREAS, Internet access enables Clarkston's residents to utilize online educational opportunities and remote employment opportunities; and

WHEREAS, Internet access enables the people of this city to utilize digital resources and tools furnished by local, state and federal government agencies; and

WHEREAS, access to Internet-based educational tools serve as a means to employ strategies for data protection of the people of Clarkston; and

WHEREAS, inequitable access to Internet resources would further damage emergency stricken communities; and

WHEREAS, COVID-19 exposed the digital divide for marginalized communities and people of color; now, therefore,

BE IT RESOLVED, That Clarkston City Council holds Digital Inclusion in high regard favors affordable of Internet access for the people of Clarkston; and

BE IT FURTHER RESOLVED, That Clarkston City Council supports Residents of Clarkston have access to open Wi-Fi, kiosks, workstations, etc. in public places that are convenient and accessible;

BE IT FURTHER RESOLVED, That Clarkston City Council values available Internet-based goods and services for the people of Clarkston; and

BE IT FURTHER RESOLVED, That Clarkston City Council recognizes the importance of Internet-based goods and services in response to notable events including, but not limited to natural disasters and pandemics; and

BE IT FURTHER RESOLVED, That Clarkston City Council holds in high regard data privacy and the digital protection of the people and businesses of Clarkston; and

BE IT FURTHER RESOLVED, That Clarkston City Council body supports accessibility that ensures technologies help impaired or disabled individuals access and use the Internet; and

BE IT FURTHER RESOLVED, That Clarkston City Council supports equitable Internet access for the people and businesses of Clarkston; and

BE IT FURTHER RESOLVED, That Clarkston City Council supports the creation public-private partnerships to make internet access available and affordable.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

By \_\_\_\_\_  
Tracy Ashby, City Clerk

\_\_\_\_\_  
Beverly H. Burks, Mayor

Approved as to Form:

\_\_\_\_\_  
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: E15

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2021

SUBJECT: Discuss Ordinance by the City Council of the City Of Clarkston to make it unlawful to cause a Police Officer to contact a person solely to discriminate against the person on the basis of the person's Race, Ethnicity, Religious Affiliation, Gender, Sexual Orientation, or Gender Identity

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Beverly Burks,  
Debra Johnson, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

The City Council seeks to prevent the misuse of 911 and other organizations that deal with emergencies and falsely calling 911 is a form of intimidation and weaponization of our law enforcement against black and brown people that places its affected persons in danger.

The City Council will consider adopting the attached ordinance to make it unlawful to knowingly cause a peace officer to arrive at a location to contact a person with the specific intent to discriminate against that person on the basis of the person's actual or perceived race, ethnicity, religious affiliation, gender, sexual orientation, or gender identity.

RECOMMENDATION:

Staff has no recommendations.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CLARKSTON TO MAKE IT UNLAWFUL TO CAUSE A POLICE OFFICER TO CONTACT A PERSON SOLELY TO DISCRIMINATE AGAINST THE PERSON ON THE BASIS OF THE PERSON'S RACE, ETHNICITY, RELIGIOUS AFFILIATION, GENDER, SEXUAL ORIENTATION, OR GENDER IDENTITY; CREATING A CIVIL CAUSE OF ACTION AND PROVIDING FOR DAMAGES FOR VIOLATING THE PROHIBITION.

WHEREAS, the City Council seeks to prevent the misuse of 911 and other organizations that deal with emergencies;

WHEREAS, residents are not discourage from calling 911 but urge responsible usages of public resources;

WHEREAS, falsely calling 911 is a form of intimidation and weaponization of our law enforcement against black and brown people that places its affected persons in danger;

WHEREAS, falsely calling interferes with 911 emergency operators trying to save lives and puts law enforcement at risk;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON AS FOLLOWS:

Section 1. The misuse of law enforcement by members of the public to discriminate against others should not be tolerated and the City should take action to stop such behavior in every way possible.

Section 2.

(a) Discriminatory Reports to Law Enforcement Prohibited. It shall be unlawful to knowingly cause a peace officer to arrive at a location to contact a person with the specific intent to discriminate against that person on the basis of the person's actual or perceived race, ethnicity, religious affiliation, gender, sexual orientation, or gender identity.

(b) Civil Cause of Action. Any aggrieved person may enforce the provisions of this ordinance by means of a civil action.

(c) A person found to have violated subsection (a) in a cause of action under subsection (b) shall be liable to the aggrieved person for special and general damages, but in no case less than \$1,000 plus attorneys' fees and the costs of the action. In addition, punitive damages may be awarded in a proper case.

(d) Nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or procedures provided by law.

Section 3. Undertaking for the General Welfare. In enacting and implementing this ordinance, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

Section 4. No Conflict with Federal or State Law. Nothing in this ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any federal or state law.

Section 5. Effective Date. This ordinance shall become effective immediately after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the City Council overrides the Mayor's veto of the ordinance.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

By \_\_\_\_\_  
Tracy Ashby, City Clerk

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

\_\_\_\_\_  
Beverly H. Burks, Mayor

Approved as to Form:

\_\_\_\_\_  
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: E16

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Amend Employment  
Agreement

MEETING DATE: JANUARY 7, 2021

SUBJECT: Approve City Manager's employment agreement modification to provide for a 3% salary increase

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 10

INFORMATION CONTACT: STEPHEN QUINN  
PHONE NUMBER: 404-296-6489

PURPOSE:

Approve a change to the City Manager's employment agreement to provide for a 3% salary increase.

NEED/IMPACT:

On December 4, 2018, the City of Clarkston City Council approved an employment agreement with Robin I. Gomez to employ him as the City Manager for the City of Clarkston. The agreement (copy enclosed) provided for the various employment conditions and terms including duties, compensation & benefits, notices, annual performance review. Per the Council's performance review of the City Manager and discussion/direction at the Council's executive session held on December 8, 2020, the Council recommended providing the CM a 3% salary increase, the same as all other City employees to begin with the next City employee pay. The 3% increase will make the salary \$123,600.



STATE OF GEORGIA

COUNTY OF DEKALB

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT CONTRACT (“Agreement”) is made and entered into as of the 4<sup>th</sup> day of December, 2018, by and between the CITY OF CLARKSTON, GEORGIA, hereinafter referred to as “City” and ROBIN I. GOMEZ, hereinafter referred to as “Employee.”

WITNESSETH

WHEREAS, the City wishes to employ the services of Employee as City Manager of the City of Clarkston, Georgia, in accordance with the terms and conditions contained in this Agreement; and

WHEREAS, the Employee wishes to accept employment with the City as City Manager in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the payments, covenants and mutual promises contained herein, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Employee agree as follows:

1.

EMPLOYMENT OF EMPLOYEE

City hereby employs the Employee and Employee accepts employment as an employee for the purposes of rendering services to City as the “City Manager” in accordance with the terms of this Agreement. Employee’s term of employment shall

begin on January 7, 2019 (referred to hereafter as the "Effective Date") and shall be of an indefinite duration, subject to the termination provisions set forth in this Agreement.

2.

### DUTIES

Employee shall perform the functions and duties of the City Manager as specified in the City's Charter and Ordinances. In addition, as "City Manager," Employee shall specifically provide such advice, analysis, and service as shall be requested by the Mayor and City Council. Employee shall devote all of his productive time, ability and attention to the performance of the duties under this Agreement as is reasonably necessary for a satisfactory performance. The parties recognize that Employee will be required to contribute a great deal of time outside of normal business hours to his employment. Accordingly, Employee shall be allowed to establish an appropriate work schedule so long as all job duties are met. Employee shall not, directly or indirectly, render any services of a business, commercial or professional nature to any other person or entity, whether for compensation or otherwise, without the prior written consent of the City, which consent may be granted or withheld in the City's sole and absolute discretion. Employee shall perform his duties as "City Manager" at City's offices (or at other locations as the requirements of the duties require) and necessary supplies, facilities and equipment will be supplied by the City.

3.

### NOTICES

Any notices to be given under this Agreement by either party to the other may be affected either by personal delivery in writing or by registered or certified mail with

postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in this paragraph, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally shall be deemed received as of the actual receipt; mailed notices shall be deemed received as of three (3) days after mailing. Each party has a duty to notify the other party of any change of address within five (5) days of such a change.

NOTICE ADDRESSES:

City of Clarkston  
Attention: City Clerk  
1055 Rowland Street  
Clarkston, GA 30021

Mr. Robin Gomez  
1020 Noble Vines Dr  
Clarkston GA 30021

4.

COMPENSATION AND BENEFITS

(A) For all services described herein, City shall pay Employee an annual base salary ("Base Salary") of One Hundred Twenty Thousand Dollars (\$120,000.00) per year, to be paid in such manner and at such time as other employees of the City are paid.

(B) The City shall provide to Employee, free of charge to the Employee, a mobile phone with two-way calling capability for Employee's use in carrying out his duties under this Agreement.

(C) Employee shall receive the same insurance benefits provided to other full time employees of the City, pursuant to personnel policies adopted by the City.

(D) Employee shall accrue vacation leave in the same manner as all other City employees, pursuant to personnel policies adopted by the City.

Accumulated but unused vacation leave may be carried forward to the next year during the term of this Agreement to the extent and in the manner provided for in City's personnel policies.

(E) Employee shall accrue sick leave in the same manner as all other full time City employees, pursuant to personnel policies adopted by the City. Accumulated but unused sick leave may be carried forward to the next year during the term of this Agreement to the extent and in the manner provided for in City's personnel policies.

(F) Employee may wish to participate in reasonable professional development programs through the International City/County Management Association and/or the Georgia Municipal Association. Employee shall notify the City at least thirty (30) days in advance of any such program and the City may elect to pay or reimburse Employee for the reasonable costs associated with the professional development programs, including reasonable travel, subsistence and registration expenses. It shall be in the City's sole discretion to pay for professional development activities or not. The City shall pay or reimburse the Employee the annual cost, fee or dues for Employee's membership in the International City/County Manager's Association. Payment of the expenses set forth in this paragraph shall be subject to budget limitations and shall be paid or reimbursed in accordance with the City's travel and expense policy in effect at the time that the expense is incurred.

(G) Employee shall be entitled to participate in a City-sponsored retirement plan in the same manner as other employees, pursuant to policies adopted by the City.

(H) During the term of this Agreement, the City shall provide Employee with a motor vehicle for his use in performing his job duties as City Manager and in

commuting between his residence and City Hall. The City shall bear the cost of owning, operating and maintaining such vehicle. Employee is strictly prohibited from using the vehicle provided pursuant to this section for any personal purpose.

5.

#### ANNUAL PERFORMANCE REVIEW

The parties shall make good faith efforts to establish annual performance goals for the Employee within 30 days of the Effective Date of this Agreement for the remainder of the year 2019, and no later than the first 30 days of every calendar year thereafter that this Agreement is in effect. Employee's performance shall be reviewed annually by the Mayor and City Council, commencing in 2019, not later than November 1<sup>st</sup> of each year that this Agreement is in effect. The City shall provide the Employee with at least ten (10) days verbal or written notice prior to conducting the annual performance review. Any performance review shall be conducted in accordance with the criteria developed jointly between the City and the Employee.

6.

#### INDEMNITY

City agrees to defend, indemnify and hold harmless Employee against and from any and all claims, liabilities, penalties, costs, and expenses that may be asserted against or suffered by Employee as a result of his performance under this Agreement, except that City shall not indemnify Employee for claims, liabilities, penalties, costs, and expenses that may be asserted against or suffered by Employee as a result of Employee's gross negligence, or willful, wanton or intentional misconduct.

TERMINATION

A) Without Cause

Either party hereto may terminate this Agreement without cause by giving no less than sixty (60) days written notice of termination without cause. In the event that the Employee terminates this Agreement without cause, his compensation and benefits shall cease as of the effective date of termination.

In the event that Employee terminates this Agreement without cause prior to December 31, 2020, Employee shall pay the City liquidated damages in the amount of Ten Thousand Dollars (\$10,000.00). The parties agree that this amount represents a reasonable estimate of the cost to the City associated with the trouble and expense of replacing its City Manager.

In the event that the City terminates this Agreement without cause at any time within 180 days of the Effective Date, Employee shall not be paid any severance pay. In the event that the City terminates this Agreement without cause at any time after the 180<sup>th</sup> day of employment, the Employee shall be paid severance pay equal to six (6) month's base salary.

In the event that the City terminates this Agreement without cause, the City shall not oppose any unemployment compensation claim that the Employee may be eligible for with the appropriate agency.

If either party terminates this Agreement without cause, the City and the Employee agree to execute a release and waiver in which each party releases any and all

claims, demands, damages or actions that it may have against the other party arising out of the Employee's employment with the City and the termination of his employment.

B) For Cause

The parties understand and agree that the Employee is an at will employee. Notwithstanding the foregoing, for purposes of this Agreement, "for cause" shall be defined as: (i) indictment for a felony or a crime of moral turpitude; and/or (ii) a determination by the City Council that Employee has violated the City's Code of Ethics; and/or (iii) dishonesty, gross or repeated negligence, incompetency, insubordination, or any conduct that is detrimental to the public perception of the City.

The City may terminate this Agreement at any time for cause. A for cause termination shall become effective immediately upon written notice to the Employee. In the event that this Agreement is terminated by the City for cause, the Employee's compensation and benefits shall cease as of the effective date of termination.

(C) Reference letter

Upon the expiration or termination of this Agreement for any reason, the City shall provide to the Employee or to prospective employers of the Employee a letter containing Employee's dates of employment, position held, and any other information mutually agreed to by the Employee and the City.

8.

RELOCATION EXPENSES

The City shall reimburse Employee an amount not to exceed Ten Thousand Dollars (\$10,000.00) for relocation expenses. Relocation expenses eligible for reimbursement under this Agreement include travel costs, moving of household goods

and temporary housing. Proper receipts must be presented to the City for reimbursement to be paid.

9.

#### MISCELLANEOUS

A) Assignment

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by Employee without the prior written consent of City.

B) Successors and Assigns

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

C) Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief that may be available. The parties shall each be responsible for their own attorney's fees related to the drafting and review of this Agreement.

D) Governing Law

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Georgia.

E) Amendment

This Agreement may be amended by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this Agreement.



F) Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

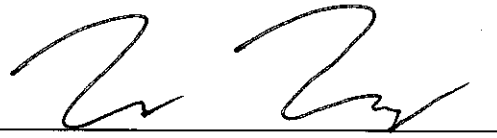
10.

ENTIRE AGREEMENT

This Agreement supersedes any and all prior negotiations or agreements between the parties and represents the entire agreement between the parties with respect to Employee's employment with the City. The parties hereby acknowledge and agree that there have been no offers or inducements which have led to the execution of this Agreement other than as stated herein. The Employee represents and warrants that he has fully read this Agreement, understands same, and enters into it freely.

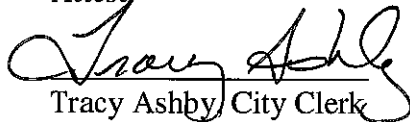
SO AGREED:

**CITY OF CLARKSTON, GEORGIA**



Ted Terry, Mayor

Attest:



Tracy Ashby, City Clerk

(SEAL)

Approved as to Form:

AGQ 11-30-18  
Stephen G. Quinn, City Attorney

**EMPLOYEE**

Re 7. J  
ROBIN I. GOMEZ

STATE OF GEORGIA

COUNTY OF DEKALB

FIRST AMENDMENT  
TO EMPLOYMENT CONTRACT BETWEEN  
THE CITY OF CLARKSTON AND ROBIN GOMEZ

THIS AMENDMENT TO EMPLOYMENT CONTRACT (“Amendment”) is made and entered into this \_\_\_ day of January, 2021, by and between the CITY OF CLARKSTON, GEORGIA (the “City”) and ROBIN GOMEZ (“Employee”).

WITNESSETH

WHEREAS, Employee is employed as the City Manager of the City; and

WHEREAS, the employment relationship between the City and Employee is governed by that certain Employment Contract dated December \_\_\_, 2018; and

WHEREAS, Section 8(E) of the Employment Contract provides that it may be amended by the mutual agreement of the parties in writing; and

WHEREAS, the City and Employee desire to amend the Employment Contract by means of this First Amendment.

NOW, THEREFORE, in consideration of the payments, covenants and mutual promises contained in the Employment Contract and this Amendment, the receipt and sufficiency of which are hereby acknowledged, the City and Employee hereby agree as follows:

1.) Section 4(A) of the Employment Contract is hereby amended to read as follows:

“(A) For all services described herein, Employee’s annual base salary (“Base Salary”) shall be One Hundred Twenty-Three Thousand Six Hundred Dollars (\$123,600.00) per year, to be paid in such manner and at such time as other employees of the City are paid.”

- 2.) All Sections and subsections of the Employment Contract other than Section 4(A) are not amended by this Amendment and shall remain in full force and effect, except to the extent that their terms are inconsistent with this Amendment. In the event of such an inconsistency, the parties agree that the terms of this Amendment shall control and that the unmodified Sections of this Amendment shall be construed accordingly.
- 3.) This Amendment shall be effective as of January 1, 2021.

CITY OF CLARKSTON, GEORGIA

EMPLOYEE

\_\_\_\_\_  
Beverly Burks, Mayor

\_\_\_\_\_  
Robin Gomez

Attest:

\_\_\_\_\_  
Tracy Ashby, City Clerk

Approved as to Form:

\_\_\_\_\_  
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: E17

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: January 7, 2021

SUBJECT: Discuss Clarkston Development Authority name

DEPARTMENT: City Administration

PUBLIC HEARING: YES  NO

ATTACHMENT: YES  NO   
Pages: 2

INFORMATION CONTACT: Awet Eyasu, Jamie Carroll  
PHONE NUMBER: 404-296-6489

PURPOSE:

City Council to discuss making a request to the Georgia legislators to formally change the name and area of authority of the Clarkston Development Authority.

RECOMMENDATION:

Staff has no recommendations.

**A RESOLUTION REQUESTING THE GEORGIA STATE LEGISLATURE CREATE THE CLARKSTON DOWNTOWN DEVELOPMENT AUTHORITY, DEFINE ITS PURPOSE AND POWERS, TO DETERMINE THE PROCESS AND CRITERIA BY WHICH MEMBERS ARE APPOINTED, TO DETERMINE THE PROCESS BY WHICH OFFICERS ARE ELECTED, AND FOR OTHER PURPOSES.**

**SPONSORED BY: BEVERLY BURKS AND AWET EYASU**

**Whereas**, it has been determined by the Mayor and Council of the City of Clarkston, Georgia that there is a need in the City for the revitalization and redevelopment of the central business district of the City to develop and promote for the public good and general welfare, trade commerce industry and employment opportunities; and

**Whereas**, it has been determined by the Mayor and Council of the City that revitalization and redevelopment of the central business district by financing projects under Clarkston specific Downtown Redevelopment Authorities Law will develop and promote current and new trade, commerce, industry and employment opportunities thus promoting public good and the general welfare of the City; and

**Whereas**, the Mayor and Council of the City have determined that it is in the public interest and welfare of the people of the City to revitalize and redevelop the central business district of the City; and

**Whereas**, the Mayor and Council of the City have determined that it is in the public interest and welfare of the people of the City to create a Clarkston Downtown Development Authority specific to the needs of the City of Clarkston;

**Whereas**, the Mayor and Council of the City have determined that it is in the public interest and welfare of the people of the City to seek legislation which will all for the creation of a specialized Clarkston Downtown Development Authority during the 2017 Legislative Session, so that the Authority may be activated when needed at a later date;

**Now, therefore be it resolved** that the Mayor and Council of the City hereby respectfully requests that the Georgia Legislature create legislation for a specialized Clarkston Downtown Development Authority containing the following components;

1. Board of Directors shall consist of seven members, each shall serve in such capacity for the number of years set forth in a subsequent Organizing Resolution, that two of the members shall be a taxpayer residing in the municipal corporation for which the authority is created; or an owner or operator of a business located within the downtown development area and a taxpayer residing in DeKalb County, that two of the members may reside outside of the municipal corporation for which the authority is created and is a taxpayer residing in DeKalb County provided they shall possess specific experience, knowledge or professional expertise in the fields of banking, finance, real estate development, community development or other areas of expertise related to economic

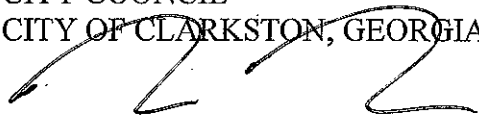
development, that the remaining three members shall be members of the Clarkston City Council

2. The Mayor shall appoint two non-elected board members one which shall be a taxpayer residing in the municipal corporation for which the authority is created and the Clarkston City Council shall appoint by a majority of a quorum, two of the non-elected board members one which shall be a taxpayer residing in the municipal corporation for which the authority is created
3. The Clarkston City Council shall by a majority of a quorum, determine which of its members shall serve on the Downtown Development Authority Board
4. The members of the Downtown Development Authority Board shall elect from its membership, officers to serve terms to be determined by a subsequent Organizing Resolution to include Chair, Vice-Chair and Secretary/Treasurer

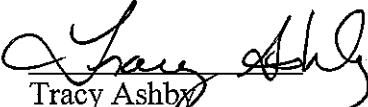
**NOW, THEREFORE, BE IT FURTHER RESOLVED** that City Council of the City of Clarkston hereby respectfully requests that the Georgia Legislature create legislation for a specialized Clarkston Downtown Development Authority consistent with the components listed above.

SO RESOLVED, this 13 day of February 20 17

CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA

  
\_\_\_\_\_  
Ted Terry, Mayor

ATTEST:

  
Tracy Ashby  
City Clerk



**OFFICE OF SECRETARY OF STATE**

**I, Brian P. Kemp, Secretary of State of the State of Georgia, do hereby certify that**

the 13 pages of photocopied matter hereto attached contain a true and correct copy of an Act approved by the Governor on May 03, 2017 numbered Act No. 134, House Bill 563; all as same appear of file and record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 18th day of April, in the year of our Lord Two Thousand and Seventeen and of the Independence of the United States of America the Two Hundred and Forty-First.



*B. P. Kemp*

**Brian P. Kemp, Secretary of State**



ENROLLMENT

April 4 2017

The Committee of the House on Information and Audits has examined the within and finds the same properly enrolled.

Darlene K. Taylor

Chairman

[Signature]

Speaker of the House

[Signature]

Clerk of the House

[Signature]

President of the Senate

[Signature]

Secretary of the Senate

Received

Chris W. Puley

Secretary, Executive Department

This 4<sup>th</sup> day of April 2017

Approved

Nathan Deal

Governor

This 3 day of MAY 2017

H.B. No. 563

General

Act No. 134

Assembly



**AN ACT**

To create the Clarkston Development Authority; to provide a short title; to provide definitions; to provide for the powers of the authority; to provide for members of the authority; to provide a development area; to provide for revenue bonds and other obligations of the authority; to recite constitutional authority; to provide for effect on other authorities; to provide for related matters; to repeal conflicting laws; and for other purposes.

**IN HOUSE**

Read 1<sup>st</sup> time 3-10-17

Read 2<sup>nd</sup> time 3-13-17

Read 3<sup>rd</sup> time 3-14-17

And Passed

Yeas 160

Nays 0

[Signature]

Clerk of the House

**IN SENATE**

Read 1<sup>st</sup> time 3-15-17

Read 2<sup>nd</sup> time

Read 3<sup>rd</sup> time

And Passed 3-22-17

Yeas 52

Nays 1

Passed Both Houses

[Signature]

Secretary of the Senate

By: Reps. Dreuner of the 85<sup>th</sup> and Henson of the 86<sup>th</sup>

**AN ACT**

To create the Clarkston Development Authority; to provide a short title; to provide definitions; to provide for the powers of the authority; to provide for members of the authority; to provide a development area; to provide for revenue bonds and other obligations of the authority; to recite constitutional authority; to provide for effect on other authorities; to provide for related matters; to repeal conflicting laws; and for other purposes.

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

**SECTION 1.**

Short title of Act.

This Act shall be known and may be cited as the "Clarkston Development Authority Act."

**SECTION 2.**

Definitions.

(a) As used in this Act:

(1) "Authority" shall mean the Clarkston Development Authority created pursuant to Section 3 of this Act.

(2) "Cost of the project" or "cost of any project" shall mean and shall include: all costs of acquisition (by purchase or otherwise), demolition, funds for the creation of a revolving loan fund, construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any project or any part of any project; all costs of real property, fixtures, or personal property used in or in connection with or necessary for any project or for any facilities related thereto, including, but not limited to, the cost of all land, estates for years, easements, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and certificates; the cost of securing any such franchises, permits, approvals, licenses, or certificates and the cost of preparation of any application therefor; the cost of all fixtures, machinery, equipment, furniture, and other property used in or in connection with or necessary for any project; all financing charges and loan fees and all interest on revenue bonds, notes, or other obligations of an authority which accrues or is paid prior to and during the period of construction of a project and during such additional period as the authority may reasonably determine to be necessary to place such project in operation; all costs of

engineering, surveying, architectural, and legal services and all expenses incurred by engineers, surveyors, architects, and attorneys in connection with any project; all expenses for inspection of any project; all fees of fiscal agents, paying agents, and trustees for bondholders under any trust agreement, indenture of trust, or similar instrument or agreement; all expenses incurred by any such fiscal agents, paying agents, and trustees; all other costs and expenses incurred relative to the issuance of any revenue bonds, notes, or other obligations for any project; all fees of any type charged by an authority in connection with any project; all expenses of or incident to determining the feasibility or practicability of any project; all costs of plans and specifications for any project; all costs of title insurance and examinations of title with respect to any project; repayment of any loans made for the advance payment of any part of any of the foregoing costs, including interest thereon and any other expenses of such loans; administrative expenses of the authority and such other expenses as may be necessary or incident to any project or the financing thereof or the placing of any project in operation; and a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves as the authority may approve with respect to the financing and operation of any project and as may be authorized by any bond resolution, trust agreement, indenture of trust, or similar instrument or agreement pursuant to the provisions of which the issuance of any revenue bonds, notes, or other obligations of the authority may be authorized. Any cost, obligation, or expense incurred for any of the foregoing purposes shall be a part of the cost of the project and may be paid or reimbursed as such out of proceeds of revenue bonds, notes, or other obligations issued by the authority.

(3) "Development area" means the geographical area of operations of the authority as described in Section 5 of this Act.

(4) "Governing body" shall mean the elected or duly appointed officials constituting the governing body of the City of Clarkston.

(5) "Project" shall mean the acquisition, demolition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the development area and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in the development area. A project may be for any industrial, commercial, residential, business, office, parking, public, or other use, including the administration and operation of a revolving loan fund,

provided that a majority of the members of the authority determine, by a resolution duly adopted, that the project and such use thereof would further the public purpose of this Act.

(6) "Revenue bonds" or "bonds" shall mean any bonds issued by the authority that are authorized to be issued under the Constitution and laws of the State of Georgia, including refunding bonds and revenue bonds issued pursuant to Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law," but not including notes or other obligations of an authority.

### SECTION 3.

#### Creation and power of authority.

(a) There is created a public body corporate and politic known as the Clarkston Development Authority.

(b) The authority shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this Act, including, but without limiting the generality of the foregoing, the power to:

(1) Sue and be sued;

(2) Adopt and amend a corporate seal;

(3) Make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the authority or to further the public purpose for which the authority is created, including, but not limited to, contracts for construction of projects, leases of projects, contracts for sale of projects, agreements for loans to finance projects, and contracts with respect to the use of projects;

(4) Acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character or any interest therein in furtherance of the public purpose of the authority;

(5) Finance, by loan, grant, lease, or otherwise, construct, demolish, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of revenue bonds, notes, or other obligations of the authority or any other funds of the authority, or from any contributions or loans by persons, corporations, partnerships (limited or general), or other entities, all of which the authority is authorized to receive and accept and use;

(6) Borrow money to further or carry out its public purpose and to execute revenue bonds; notes; other obligations; leases; trust indentures; trust agreements; agreements for the sale of its revenue bonds, notes, or other obligations; loan agreements; mortgages;

deeds to secure debt; trust deeds; security agreements; assignments; and such other agreements or instruments as may be necessary or desirable, in the judgment of the authority, to evidence and to provide security for such borrowing;

(7) Issue revenue bonds, notes, or other obligations of the authority and use the proceeds thereof to pay all or any part of the cost of any project and otherwise to further or carry out the public purpose of the authority and to pay all costs of the authority incident to, or necessary and appropriate to, furthering or carrying out such purpose;

(8) Make application directly or indirectly to any federal, state, county, or municipal government or agency or to any other source, public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the authority's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or municipal government or agency or other source;

(9) Enter into agreements with the federal government or any agency thereof to use the facilities or the services of the federal government or any agency thereof in order to further or carry out the public purpose of the authority;

(10) Contract for any period not exceeding 50 years with the State of Georgia, state institutions, or any city, town, municipality, or county of the state for the use by the authority of any facilities or services of the state or any such state institution, city, town, municipality, or county or for the use by any state institution or any city, town, municipality, or county of any facilities or services of the authority, provided that such contracts shall deal with such activities and transactions as the authority and any such political subdivision with which the authority contracts are by law authorized to undertake;

(11) Extend credit or make loans to any person, corporation, partnership (limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or other instruments or by rentals, revenues, fees, or charges, upon such terms and conditions as the authority shall determine to be reasonable in connection with such extension of credit or loans, including provision for the establishment and maintenance of reserve funds, and, in the exercise of powers granted in connection with any project, the authority shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guarantee of any obligations, insurance, construction, use, operation, maintenance, and financing of a project and such other terms and conditions as the authority may deem necessary or desirable;

(12) As security for repayment of any revenue bonds, notes, or other obligations of the authority, pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property of the authority (including but not limited to real property, fixtures, personal property, and revenues or other funds) and to execute any lease; trust indenture; trust agreement; agreement for the sale of the authority's revenue bonds, notes, or other obligations; loan agreement; mortgage; deed to secure debt; trust deed; security agreement; assignment; or other agreement or instrument as may be necessary or desirable in the judgment of the authority to secure any such revenue bonds, notes, or other obligations, which instruments or agreements may provide for foreclosure or forced sale of any property of the authority upon default in any obligation of the authority, either in payment of principal, premium, if any, or interest or in the performance of any term or condition contained in any such agreement or instrument. The State of Georgia on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein waives any right it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the authority upon such default and agrees that any agreement or instrument encumbering such property may be foreclosed in accordance with law and the terms thereof;

(13) Receive and use the proceeds of any tax levied by a county or municipal corporation to pay the costs of any project or for any other purpose for which the authority may use its own funds pursuant to this Act;

(14) Receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts;

(15) Use any real property, personal property, or fixtures or any interest therein, to rent or lease such property to or from others or make contracts with respect to the use thereof, or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner as it deems to the best advantage of the authority and the public purpose thereof;

(16) Acquire, accept, or retain equitable interests, security interests, or other interests in any real property, personal property, or fixtures by loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer in order to secure the repayment of any monies loaned or credit extended by the authority;

(17) Appoint, select, and employ engineers, surveyors, architects, urban or city planners, developers, fiscal agents, attorneys, and others and to fix their compensation and pay their expenses;

- (18) Encourage and promote the improvement and revitalization of the development area and to make, contract for, or otherwise cause to be made long-range plans or proposals for the development area in cooperation with the county within which the development area is located;
  - (19) Adopt bylaws governing the conduct of business by the authority, the election and duties of officers of the authority, and other matters which the authority determines to deal within its bylaws;
  - (20) Exercise any power granted by the laws of the State of Georgia to public or private corporations which is not in conflict with the public purpose of the authority; and
  - (21) Do all things necessary or convenient to carry out the powers conferred by this Act.
- (c) The powers enumerated in subsection (b) of this section are cumulative with and in addition to those enumerated elsewhere in this Act, and no such power limits or restricts any other power of the authority.

#### **SECTION 4.**

##### **Members of authority; disqualifications.**

- (a) The authority shall be composed of seven members as follows:
  - (1) Two members shall be either a taxpayer residing in the City of Clarkston or a taxpayer residing in DeKalb County who owns or operates a business located within the city's downtown development area;
  - (2) Two members shall be taxpayers residing in DeKalb County who possess specific experience, knowledge, or professional expertise in the field of banking, finance, real estate development, community development, or another area of expertise related to economic development; and
  - (3) Three members shall be members of the governing authority of the City of Clarkston.
- (b) The members provided for in subsection (a) of this section shall be appointed as follows:
  - (1) The mayor of the City of Clarkston shall appoint two nonelected members, one of whom shall be a taxpayer residing in the City of Clarkston or a taxpayer residing in DeKalb County who owns or operates a business located within the city's downtown development area;
  - (2) The governing authority of the City of Clarkston shall, by a majority of a quorum, appoint two nonelected members, one of whom shall be a taxpayer residing in the City of Clarkston or a taxpayer residing in DeKalb County who owns or operates a business located within the city's downtown development area; and

(3) The governing authority of the City of Clarkston shall, by a majority of a quorum, appoint three members of such governing authority who shall serve as members of the board of the authority.

(c) Terms of office of members of the authority shall be for four years and until their successors are appointed and qualified, except that one of the initial members appointed by the mayor of the City of Clarkston and one of the initial members appointed by the governing authority of the City of Clarkston shall serve initial terms of office of two years and until their successors are appointed and qualified. Thereafter, terms of office of all members of the authority shall be for four years and until their successors are appointed and qualified. Any vacancy of office shall be filled in like manner as the original appointment, and the person appointed to fill such vacancy shall serve for the remainder of the unexpired term and until a successor is appointed and qualified.

(d) No member of the authority shall be disqualified from serving on the authority because of any pecuniary interest in a project as defined in Section 2 of this Act, but the fact of such interest shall be disclosed by such member and recorded on the minutes of the authority. The member shall abstain from voting on any project in which he or she has such pecuniary interest.

(e) The members of the authority shall elect from their membership officers to serve terms to be determined by a subsequent organizing resolution adopted by the board, and such officers shall include a chairperson, vice chairperson, and secretary-treasurer.

#### **SECTION 5.**

Development area; change of boundaries.

The development area defined in this Act shall be all of that tract or parcel of land located in the City of Clarkston Georgia.

#### **SECTION 6.**

Revenue bonds.

Revenue bonds, notes, or other obligations issued by an authority shall be paid solely from the property (including but not limited to real property, fixtures, personal property, revenues, or other funds) pledged, mortgaged, conveyed, assigned, hypothecated, or otherwise encumbered to secure or to pay such bonds, notes, or other obligations. All revenue bonds, notes, and other obligations shall be authorized by resolution of the authority and adopted by a majority vote of the directors of the authority at a regular or special meeting. Such revenue bonds, notes, or other obligations shall bear such date or dates; shall mature at such



time or times not more than 40 years from their respective dates; shall bear interest at such rate or rates (which may be fixed or may fluctuate or otherwise change from time to time); shall be subject to redemption on such terms; and shall contain such other terms, provisions, covenants, assignments, and conditions as the resolution authorizing the issuance of such bonds, notes, or other obligations may permit or provide. The terms, provisions, covenants, assignments, and conditions contained in or provided or permitted by any resolution of the authority authorizing the issuance of such revenue bonds, notes, or other obligations shall bind the directors of the authority then in office and their successors. The authority shall have power from time to time and whenever it deems expedient to refund any bonds by the issuance of new bonds, whether the bonds to be refunded have or have not matured, and may issue bonds partly to refund bonds then outstanding and partly for any other purpose permitted under this Act. The refunding bonds may be exchanged for the bonds to be refunded with such cash adjustments as may be agreed upon or may be sold and the proceeds applied to the purchase or redemption of the bonds to be refunded. There shall be no limitation upon the amount of revenue bonds, notes, or other obligations which the authority may issue. Any limitations with respect to interest rates or any maximum interest rate or rates found in the Revenue Bond Law (Ga. L. 1937, p. 761), as now or hereafter amended, the usury laws of the State of Georgia, or any other laws of the State of Georgia shall not apply to revenue bonds, notes, or other obligations of an authority.

#### SECTION 7.

##### Provisions and obligations; limitations and procedures.

- (a) Subject to the limitations and procedures provided by this section, the agreements or instruments executed by the authority may contain such provisions not inconsistent with law as shall be determined by the board of directors of the authority.
- (b) The proceeds derived from the sale of all bonds, notes, and other obligations issued by the authority shall be held and used for the ultimate purpose of paying, directly or indirectly as permitted in this Act, all or part of the cost of any project or for the purpose of refunding any bonds, notes, or other obligations issued in accordance with the provisions of this Act.
- (c) Issuance by an authority of one or more series of bonds, notes, or other obligations for one or more purposes shall not preclude it from issuing other bonds, notes, or other obligations in connection with the same project or with any other projects, but the proceeding wherein any subsequent bonds, notes, or other obligations shall be issued shall recognize and protect any prior loan agreement, mortgage, deed to secure debt, trust deed, security agreement, or other agreement or instrument made for any prior issue of bonds, notes, or other obligations unless in the resolution authorizing such prior issue the right is expressly

reserved to the authority to issue subsequent bonds, notes, or other obligations on a parity with such prior issue.

(d) The authority shall have the power and is authorized, whenever bonds of the authority shall have been validated as provided in this Act, to issue from time to time its notes in anticipation of such bonds as validated and to renew from time to time any such notes by the issuance of new notes, whether the notes to be renewed have or have not matured. The authority may issue such bond anticipation notes only to provide funds which would otherwise be provided by the issuance of the bonds as validated. Such notes may be authorized, sold, executed, and delivered in the same manner as bonds. As with its bonds, the authority may sell such notes at public or private sale. Any resolution or resolutions authorizing notes of the authority or any issue thereof may contain any provisions which the authority is authorized to include in any resolution or resolutions authorizing bonds of the authority or any issue thereof, and the authority may include in any notes any terms, covenants, or conditions which the authority is authorized to include in any bonds. Validation of such bonds shall be a condition precedent to the issuance of such notes, but it shall not be required that such notes be judicially validated. Bond anticipation notes shall not be issued in an amount exceeding the par value of the bonds in anticipation of which they are to be issued.

(e) All bonds issued by the authority under this Act shall be issued and validated under and in accordance with the Revenue Bond Law, as heretofore and hereafter amended, except as provided in this Act, provided that notes and other obligations of the authority may, but shall not be required to, be so validated.

(f) Bonds issued by an authority may be in such form, either coupon or fully registered or both, and may be subject to exchangeability and transferability provisions as the bond resolution authorizing the issuance of such bonds or any indenture or trust agreement may provide.

(g) Bonds shall bear a certificate of validation. The signature of the clerk of the superior court of the judicial circuit in which the issuing authority is located may be made on the certificate of validation of such bonds by facsimile or by manual execution stating the date on which such bonds were validated, and such entry shall be original evidence of the fact of judgment and shall be received as original evidence in any court in this state.

(h) In lieu of specifying the rate or rates of interest which bonds to be issued by an authority are to bear, the notice to the district attorney or Attorney General; the notice to the public of the time, place, and date of the validation hearing; and the petition and complaint for validation may state that the bonds when issued will bear interest at a rate not exceeding a maximum per annum rate of interest (which may be fixed or may fluctuate or otherwise change from time to time) specified in such notices and petition and complaint or that, in the

event the bonds are to bear different rates of interest for different maturity dates, that none of such rates will exceed the maximum rate (which may be fixed or may fluctuate or otherwise change from time to time) so specified; provided, however, that nothing contained herein shall be construed as prohibiting or restricting the right of the authority to sell such bonds at a discount, even if in doing so the effective interest cost resulting therefrom would exceed the maximum per annum interest rate specified in such notices and in the petition and complaint.

#### **SECTION 8.**

##### **Purpose and declaration of need.**

The revitalization and redevelopment of the development area as defined in this Act develop and promote trade, commerce, industry, and employment opportunities for the public good and general welfare and promote the general welfare of the state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the City of Clarkston and the State of Georgia. Revitalization and redevelopment of the development area by financing projects under the Act will develop and promote, for the public good and general welfare, trade, commerce, industry, and employment opportunities and will promote the general welfare of the state. It is therefore in the public interest and is vital to the public welfare of the people of Georgia, and it is declared to be the public purpose of this Act to so revitalize and redevelop the development area. No bonds, notes, or other obligations (except refunding bonds) shall be issued by the authority hereunder unless its board of directors adopts a resolution finding that the project for which such bonds, notes, or other obligations are to be issued will promote the foregoing objectives.

#### **SECTION 9.**

##### **Construction of Act.**

The provisions of this Act shall be liberally construed to effect the purpose hereof. The offer, sale, or issuance of bonds, notes, or other obligations by any authority shall not be subject to regulation under Georgia laws regulating the sale of securities, as heretofore and hereafter amended. No notice, proceeding, or publication except those required by this Act shall be necessary to the performance of any act authorized by this Act nor shall any such act be subject to referendum.

**SECTION 10.**

**Bonds, notes, and other obligations not to constitute public debt.**

No bonds, notes, or other obligations of and no indebtedness incurred by the authority shall constitute an indebtedness or obligation of the State of Georgia or any county, municipal corporation, or political subdivision thereof nor shall any act of the authority in any manner constitute or result in the creation of an indebtedness of the state or any such county, municipal corporation, or political subdivision. No holder or holders of any such bonds, notes, or other obligations shall ever have the right to compel any exercise of the taxing power of the state or any county, municipal corporation, or political subdivision thereof or to enforce the payment thereof against the state or any such county, municipal corporation, or political subdivision.

**SECTION 11.**

**Constitutional authority for Act; tax exemption of authorities.**

- (a) This Act is enacted pursuant to Article IX, Section VI, Paragraph III of the Constitution of Georgia.
- (b) The obligations, properties, activities, and income of the authority shall be subject to such tax exemptions as may be provided by general law.

**SECTION 12.**

**Effect on other authorities.**

This Act shall not affect any other authority now or hereafter existing under general or local constitutional amendment or general or local law.

**SECTION 13.**

**Repealer.**

All laws and parts of laws in conflict with this Act are repealed.

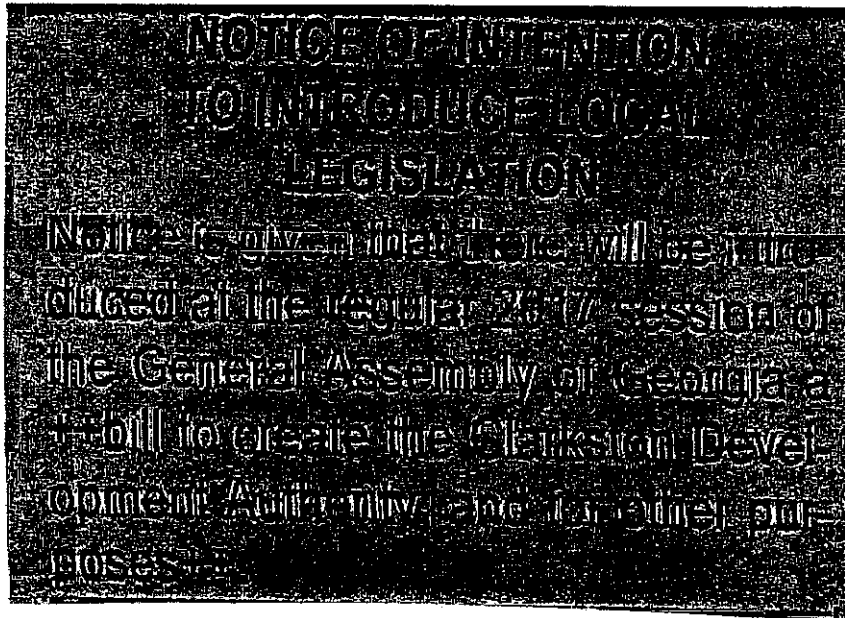
APPROVED

MAY 09 2017

BY GOVERNOR

H. B. 563

- 11 -



**AFFIDAVIT**

GEORGIA, FULTON COUNTY

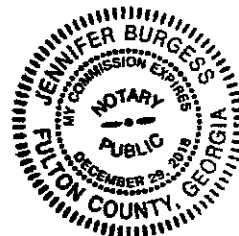
I, Karla Drenner, Representative from District 85, state on oath as follows:

- (1) I am the author of the local bill to which this affidavit is attached.
- (2) In accordance with O.C.G.A. § 28-1-14, the notice requirements for the local bill to which this affidavit is attached have been satisfied, including but not limited to the following:
  - (A) The Notice of Intention to Introduce Local Legislation which is attached to such local bill was published in the Champion, which is the official organ of DeKalb County, on the 23rd of February in the year 2017; and
  - (B) If the local bill amends the charter of a municipality or the enabling Act of the governing authority of a county or consolidated government, then a copy of the Notice of Intention to Introduce Local Legislation was mailed, transmitted by facsimile, or otherwise provided to the governing authority of such municipality, county, or consolidated government:
    - (i) During the calendar week in which the Notice was published in the official organ; or
    - (ii) During the seven days immediately following the date of publication of such Notice.

s/ Karla Drenner  
Affiant

Sworn to and subscribed at the  
State Capitol in Atlanta, Georgia,  
This 3rd of March, 2017,  
Before me:

s/ Jennifer Burgess  
Jennifer Burgess  
Notary Public, Fulton County, Georgia  
My Commission Expires December 29, 2018  
[SEAL]



CITY OF CLARKSTON

ITEM NO: E18

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
COUNCIL DISCUSSION

MEETING DATE: January 7, 2021

SUBJECT: Discuss Charter Review Committee 2<sup>nd</sup> and Final Report Covering Articles III-Section 3.02 through the end of the Charter, Article V-Miscellaneous

DEPARTMENT: City Administration

PUBLIC HEARING: YES  NO

ATTACHMENT: YES  NO   
Pages: 9

INFORMATION CONTACT: Debra Johnson  
PHONE NUMBER: 404-296-6489

PURPOSE: Council to review/discuss the Charter Review Committee's second and final report covering Article III-Section 3.02 - City manager, etc. through the end of the charter, Article V – Miscellaneous. As a point of clarification, the first CRC report noted that it ended with Sec. 3.03. However, this report includes a recommended change to Sec. 3.02.

Proposed changes include expanding the city manager's duties to add proposing personnel rules (302 (d)(9)); specifying that municipal court has the authority to enforce the city's nuisance abatement ordinance (3.06 (h)); amending the oath of office to delete "So help me God." (3.11); enhancing fiscal administration through the requirement for a city manager's budget message and procedures for amending appropriations (4.02); and enhancing the audit function by specifying the use of a certified public accounting firm, expanding the review of the audit report and making the report available to the public (4.05).

In addition to these specific text changes the committee offers the following recommendations.

**Create an Ethics Review Committee**

The charter addresses ethics in a limited manner. (Sec. 3.12 and 3.13) In addition, Clarkston has its own ethics ordinance. (Clarkston Code of Ordinances; Article III. Code of Ethics)

The committee recommends the creation of an Ethics Review Committee comprised of residents appointed by elected officials, to review the current ethics ordinance, research model ordinances and best practices, and recommend changes that will provide for a stronger, comprehensive ethics ordinance for the city.

**Define and standardize terms**

For the sake of clarity and to make it easier to understand which entity has which powers and responsibilities, standardize throughout the charter the use of the terms "city council" and "council" when referring to "the mayor and six (6) councilmembers," as defined in Sec. 2.02 (a). Use the term "council members" when referring to the six (6) councilmembers." This was a recommendation from the CRC's first report also.

June 25, 2019

Clarkston City Council  
Clarkston, GA

Dear Council Members:

Attached is the second and final report from the Charter Review Committee, covering Article III-Section 3.02 - City manager, etc. through the end of the charter, Article V – Miscellaneous. As a point of clarification, the first CRC report noted that it ended with Sec. 3.03. However, this report includes a recommended change to Sec. 3.02.

Proposed changes include expanding the city manager’s duties to add proposing personnel rules (302 (d)(9)); specifying that municipal court has the authority to enforce the city’s nuisance abatement ordinance (3.06 (h)); amending the oath of office to delete “So help me God.” (3.11); enhancing fiscal administration through the requirement for a city manager’s budget message and procedures for amending appropriations (4.02); and enhancing the audit function by specifying the use of a certified public accounting firm, expanding the review of the audit report and making the report available to the public (4.05).

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Members of the CRC would like to acknowledge the valuable assistance provided by city staff including Tracy Ashby, City Clerk and Robin Gomez, City Manager, as well as Stephen Quinn, City Attorney. We greatly appreciate your support and guidance.

Please let us know if you have questions about this report and if you would like a presentation of these recommendations.

Sincerely,

Susan Hood, Chair  
Brian Medford, Co-chair  
YT Bell, City Council Member  
Warren Hadlock

Dean Moore  
Emanuel Ransom  
Traci Turgeon  
Mario Williams, City Council Member



## Clarkston Charter Review Committee proposed changes.

### ARTICLE III.- ORGANIZATION AND PERSONNEL

**Sec. 3.02.** - City manager; appointment; qualifications; compensation; removal; vacancy, powers; council interference.

- (a) The city council shall appoint a city manager for an indefinite term and shall fix the city manager's compensation. The city manager shall be appointed solely on the basis of that person's executive and administrative qualifications.
- (b) The city manager is employed and terminable pursuant to the terms of a written employment contract to be entered into between the city and the city manager.
- (c) **This section was changed by Ordinance 429 but has not yet been codified. Below is the amended text.**

The following provisions shall be observed when the city manager is unavailable to perform the duties of the office:

- (1) Acting City Manager. By letter filed with the city clerk, the city manager shall designate, subject to rejection by majority vote of the city council, a qualified city employee to exercise the powers and perform the duties of city manager during the city manager's temporary absence or physical or mental disability. During such absence or disability, the city council may revoke any such designation at any time and may at any time appoint any qualified employee of the city to serve as acting city manager.
- (2) Interim City Manager. Whenever the city manager position is vacant, or it is anticipated that the permanent city manager will be unavailable or unable to perform the duties of city manager for more than 10 days, the city council shall appoint and enter into a contract for an indefinite duration with a qualified individual to serve as an interim city manager until the City Council appoints a city manager on a permanent basis or the existing permanent city manager is able to return to performing the duties of city manager. The Mayor and Councilmembers are prohibited from serving as city manager on a permanent, acting or interim basis.
- (d) The city manager shall be the chief executive and administrative officer of the city. The city manager shall be responsible to the city council for the administration of all city affairs placed in the city manager's charge by or under this charter. As the chief executive and administrative officer, the city manager shall:
  - (1) Appoint and, when the city manager deems it necessary for the good of the city, suspend or remove all city employees and administrative officers the city manager appoints, except as otherwise provided by law or personnel ordinances adopted pursuant to this charter. The city manager may authorize any administrative officer who is subject to the city manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;
  - (2) Direct and supervise the administration of all departments, officers, and agencies of the city, except as otherwise provided by this charter or by law;
  - (3) Attend all city council meetings, except for closed meetings held for the purposes of deliberating on the appointment, discipline, or removal of the city manager, and have the right to take part in discussion, but the city manager may not vote;
  - (4) See that all laws, provisions of this charter, and acts of the city council, subject to enforcement by the city manager or by officers subject to the city manager's direction and supervision, are faithfully executed;

- (5) Prepare and submit the annual operating budget and capital budget to the city council. The mayor and council members may submit recommendations prior to the city manager's submission of these budgets.
  - (6) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
  - (7) Make such other reports as the city council may require concerning the operations of city departments, offices, and agencies subject to the city manager's direction and supervision;
  - (8) Keep the city council fully advised as to the financial condition and future needs of the city, and make such recommendations to the city council concerning the affairs of the city as the city manager deems desirable; and
  - (9) Propose personnel rules, and the city council may by ordinance adopt them with or without amendment.**
  - (10) Perform other such duties as are specified in this chapter or as may be required by the city council.**
- (e) Except for the purpose of official investigations, the mayor and members of the city council shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the mayor, the city council nor its members shall give orders to any such officer or employee, either publicly or privately.

**Recommendation: This addition formalizes the city manager's role related to personnel rules and provides for city council oversight through approval, amendment and adoption of those rules.**

**Renumber prior item 9 to item 10.**

**Note: The amendment related to acting and interim city manager that the city council enacted has not yet been codified by Municode. However, that next text is shown above as Sec. 302 (c). Ordinance No. 429, which authorized this amendment, cites Sec. 302 (b) rather than Sec. 302 (c).**

**Sec. 3.03. - City attorney.**

The mayor and council shall appoint a city attorney, together with such assistant city attorneys as may be authorized by ordinance. The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a part; may be the prosecuting officer in the municipal court; shall attend the meetings of the council as directed; shall advise the council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs; shall approve as to form and legality all contracts, deeds, ordinances and resolutions having the force of law.

**Sec. 3.04. - Municipal Court—Appointment of judge.**

The City of Clarkston Municipal Court shall be presided over by a qualified judge appointed by the city council on an annual basis. Such judge shall receive such compensation as shall be fixed by the city council and may be removed by the city council pursuant to standards and procedures established by general law.

**Sec. 3.05. - Convening of municipal court.**

The municipal court shall be convened at such times as may be designated by ordinance or at such times as deemed necessary by the municipal court judge to dispose of the business of the court or both. The court shall sit at Clarkston City Hall or at such other place within the City of Clarkston as may be designated by the city council from time to time by resolution.

**Sec. 3.06. - Municipal court jurisdiction and powers.**

- (a) The municipal court shall try and punish violators for crimes defined by state law where jurisdiction over the prosecution of such crimes is conveyed to the municipal court by general law and shall try

and punish violators for violation of city ordinances. Where state law or the applicable city ordinance does not fix the punishment for an offense, the municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of one thousand dollars (\$1,000.00) or imprisonment for six (6) months, or both.

- (b) The municipal court shall have authority to punish those in its presence, or so near thereto as to affect its operation, for contempt.
- (c) The municipal court shall have authority to establish a schedule of fees to defray the cost of operation and shall be entitled to reimbursement of the cost of meals, transportation and caretaking of prisoners bound over to state or superior courts for violation of state law.
- (d) The municipal court shall have authority to establish bail and recognizance to insure the presence of those charged with violations and may prescribe the conditions for forfeiture of the same.
- (e) The municipal court shall have authority to administer oaths and perform all other acts necessary or proper to the conduct of said court.
- (f) The municipal court shall have the authority to bind prisoners over to the appropriate court when it appears that a state law has been violated.
- (g) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summons, subpoena and warrants which may be served as executed by any officer so authorized by this charter or by state law.
- (h) The municipal court shall have the authority to enforce Clarkston's nuisance abatement ordinance.**

**Recommendation: Add reference to Clarkston's nuisance abatement ordinance which gives jurisdiction in this matter to municipal court.**

**Sec. 3.07.** - Municipal court records.

The city manager shall appoint a municipal court clerk who shall serve at the pleasure of the city manager. The municipal court clerk shall be responsible for keeping such records of proceedings of the municipal court as shall be necessary to a full understanding of the charge, evidence and disposition of each case that comes before the municipal court.

**Sec. 3.08.** - Certiorari to the municipal court.

Certiorari from the Superior Court of DeKalb County to the Municipal Court of Clarkston shall lie pursuant to O.C.G.A. § 5-4-1 et seq.

**Sec. 3.09.** - Reserved.

**Sec. 3.10.** - Other officers and employees.

The city manager may establish such offices and positions of employment within the city as may be necessary and appropriate for the effective and efficient administration of the city's affairs.

**Sec. 3.11.** - Oath of office.

Before a person takes any office in the city government, he **or she** shall take before an officer of this state, authorized to administer oaths, the following oath or affirmation:

"I solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of Georgia; that I will in all respects, observe the provisions of the charter and ordinances of the City of Clarkston, and that I will faithfully discharge the duties of the office of \_\_\_\_\_." ~~So help me God.~~

**Recommendation: Correct gender reference; remove "So help me God."**

**Sec. 3.12.** - Political activity prohibited; unpaid leave of absence.

No officer or employee of the city, other than the mayor and council members, shall continue in the employment of the city after becoming a candidate for nomination or election to any city or other public

office, unless such officer or employee shall first obtain, by resolution of the city council, a grant of unpaid leave status for the duration of such candidacy.

**Sec. 3.13. - Personal financial interest.**

Any city officer or employee who has a substantial financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract with the city or in the sale of any land, material, supplies or services to the city or to a contractor supplying the city shall make known that interest and shall refrain from voting upon or otherwise participating in his capacity as a city officer or employee in the making of such sale or in the making or performance of such contract. Any city officer or employee who willfully conceals such a substantial financial interest or willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge express or implied of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the mayor or the city council.

**Sec. 3.14. - City planning and renewal.**

The council may by ordinance establish a planning department, appoint a director, planning board, and board of adjustments to advise, formulate and effect a comprehensive plan and modifications thereof for the physical development of the city, and by ordinance adopt land use and development regulations, including but not limited to an official map, zoning and subdivision regulations, and provide for redevelopment, rehabilitation, conservation and renewal programs for: (1) the alleviation or prevention of slums, obsolescence, blight or other conditions of deterioration, and (2) the achievement of the most appropriate use of land as now or hereafter may be provided by the general laws of Georgia.

**ARTICLE IV. - FISCAL ADMINISTRATION**

**Sec. 4.01. - Fiscal year.**

The fiscal year of the city government shall begin on the first day of January and shall end on the thirty-first day of December of each year, but a different fiscal year may be fixed by ordinance for the entire city government or for any utility.

**Sec. 4.02. - City manager to submit annual budget, including a budget message; procedures for appropriation amendments.**

(1) On or before a date fixed by the city council, but not later than forty-five (45) days prior to the beginning of each fiscal year, the city manager shall submit to the city council a proposed budget for the next fiscal year, showing separately for the general fund, each utility, and each other fund the following: (i) revenues and expenditures during the preceding fiscal year, (ii) appropriations and estimated revenues and expenditures for the current fiscal year, (iii) estimated revenues and recommended expenditures for the next fiscal year, (iv) a comparative statement of the assets, liabilities, reserves, and surplus at the end of the preceding year and estimated assets, liabilities, reserves, and surplus at the end of the current fiscal year, and (v) such other information and data as may be considered necessary by the city manager or requested by the city council.

**(2) Budget Message**

**The City Manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the city for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in fiscal policies, expenditures, and revenues together with the reasons for such changes, summarize the city's debt position and include such other material as the City Manager deems desirable.**

**(3) Amendments After Adoption**

**(a) Supplemental Appropriations. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the city council by ordinance may make supplemental appropriations for the year up to the amount of such excess.**

(b) **Emergency Appropriations.** To meet a public emergency affecting life, health, property or the public peace, the city council may make emergency appropriations. Such appropriations may be made by emergency ordinance. To the extent that there are no available unappropriated revenues to meet such appropriations, the city council may by such emergency ordinance authorize the issuance of emergency notes which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

(c) **Reduction of Appropriations.** If at any time during the fiscal year it appears probable to the city manager that the revenues available will be insufficient to meet the amount appropriated, the city manager shall report to city council without delay, indicating the estimated amount of the deficit, any remedial action taken by the city manager and recommendations as to any other steps to be taken. The city council shall then take such further action as it deems necessary to prevent or minimize any deficit, and for that purpose it may by ordinance reduce one or more appropriations.

(d) **Transfer of Appropriations.** At any time during the fiscal year the city manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon written request by the city manager the city council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.

(e) **Limitations; Effective Date.** No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated, or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations, and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

**Recommendation: Strengthen fiscal administration by including the city manager's budget message and by establishing procedures for amending appropriations.**

**Sec. 4.03.** - Action by council on budget.

Before the beginning of the ensuing fiscal year the council shall adopt an appropriate ordinance, based on the city manager's budget, with such modifications as the council considers necessary or desirable. Appropriations need not be in more detail than a lump sum for each department and agency. The council shall not make any appropriations in excess of estimated revenue, except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the city; providing the council unanimously agrees that there is such an emergency. If conditions prevent the adoption of an appropriation ordinance, before the beginning of the new fiscal year, the appropriations for the last fiscal year shall become the appropriations for the new fiscal year, subject to amendment as provided by an ordinance specifically passed for such purpose.

**Sec. 4.04.** - Sale of city property.

The city council may authorize the sale of any city property which is deemed obsolete, surplus or unusable. Such sale shall be accomplished pursuant to the procedures set forth in general law for the sale of municipal property.

**Sec. 4.05.** - Annual audit.

The mayor and council ~~members may~~ **shall** employ a ~~public accountant or a certified public accountant~~ **accounting firm** to make an annual audit of all financial books and records of the city. ~~The accountant shall file his report with the mayor, at a time agreed to between him and the mayor, and shall prepare a summary of the report which shall be furnished or made available to the mayor and every councilman.~~ **The accounting firm shall file and present its report to the mayor, council members and city manager at a time established by the mayor and council members. The audit shall be made available to the public.**

**Recommendation: Enhance the audit function by specifying the use of a certified public accounting firm. Expand the review of the audit findings and require that the audit be available to the public.**

**Sec. 4.06. - Property taxes.**

All property subject to taxation for state or county purposes shall be subject to a property tax levied by the city. All such taxable property shall be appraised and assessed in accordance with general law and property owners shall have a right to appeal tax assessments as provided for by general law.

**Sec. 4.07. - Tax levy.**

The city council shall make a tax levy by establishing an annual millage rate as provided for by general law.

**Sec. 4.08. - Tax due date and tax bills.**

The due date of property taxes shall be fixed by ordinance. The city, or its designee, shall send tax bills to taxpayers, showing the assessed valuations, amount of taxes due, tax due dates, and information as to delinquency dates and penalties. Failure to send tax bills shall not, however, invalidate any tax. Property taxes shall become delinquent forty-five (45) days after a due date; at which time a penalty not to exceed ten (10) percent in addition to a fi. fa. charge shall be added and thereafter such taxes shall be subject to interest at the rate of twelve (12) percent per annum, from the due date until paid. On and after the date when such taxes become delinquent, the tax records of the city shall have the force and effect of a judgment of a court of record.

The city clerk is directed to post notice of this change in the legal organ of DeKalb County, Georgia once a week for three (3) weeks prior to the April meeting of the city council. This ordinance amending the Charter of the City of Clarkston shall become effective upon passage at two (2) regular consecutive meetings of the city council and upon providing notice of this change to the Clerk of the Superior Court of DeKalb County, Georgia and to the Secretary of State of the State of Georgia as provided by law. All delinquent taxes incurred prior to passage of this amendment shall be governed by prior law. This amendment shall apply prospectively only.

**Sec. 4.09. - Collection of delinquent taxes.**

The council may provide by ordinance for the collection of delinquent taxes by distress warrants issued by the mayor for the sale of goods and chattels, which are to be executed by any police officer of the city under the same procedure provided by the laws governing execution of such process from a justice of the peace, or by the city attorney acting in accordance with general laws providing for the collection of delinquent city or county taxes, or by any two (2) or more of the foregoing methods, and by the use of any other available legal processes and remedies. A lien shall exist against all property on which city property taxes are levied, as of the assessment day of the first day of January of each year, which shall be superior to all other liens except that it shall have equal dignity with those for Federal, State or County taxes.

**Sec. 4.10. - Transfer of executions [for assessments].**

The marshal or collecting officer of the City of Clarkston shall be authorized to transfer and assign any fi. fa. or execution issued for street, sewer or any other assessment in the same manner, upon the same terms, and to the same effect, and thereby vest the purchaser or transferer with the same rights as in cases of sales or transfers of tax fi. fas. as now provided by law; and all sales of property hereafter made under execution in behalf of the city for the collection of street, sewer and other assessments, the owner or owners, as the case may be, are authorized to redeem same within the same time and on compliance with the same terms and payment of the same premium, interest and costs, as in cases of redemption of property where sold under tax fi. fa., as the same now exists, or as may from time to time be provided by law.

**Sec. 4.11. - Special assessments.**

The city may assess all or part of the cost of constructing, reconstructing, widening, or improving any public way, sewers, or other utility mains and appurtenances, against the abutting property owners, under such terms and conditions as may be prescribed by ordinance. Such special assessments shall become delinquent thirty (30) days after their due dates, shall thereupon be subject, in addition to fi. fa. charges, to a penalty of ten (10) percent and shall thereafter be subject to interest at the rate of seven (7) percent per annum from due date until paid. A lien shall exist the abutting property superior to all other liens, except that it shall be of equal dignity with liens for county and city property taxes, and said lien shall be enforceable by the same procedures and under the same remedies as provided in this article for city property taxes.

**ARTICLE V. – MISCELLANEOUS**

**Sec. 5.01—5.03. - Reserved.**

**Sec. 5.04. - Severability.**

If any article, section, subsection, paragraph, sentence, or part thereof, of this Act shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this Act, unless it clearly appears that such other parts are wholly and necessarily dependent upon the part or parts held to be invalid or unconstitutional, it being the legislative intent in enacting this Act that each article, section, subsection, paragraph, sentence, or part thereof, be enacted separately and independently of each other.

**Sec. 5.05. - Specific repealer.**

An Act creating a new charter for the City of Clarkston in the County of DeKalb, approved August 12, 1914 (Ga. L. 1914, p. 578—615) is hereby repealed in its entirety, and all amendatory Acts thereto are likewise repealed in their entirety.

**Sec. 5.06. - Effective date.**

This Act shall be effective on and after the first day of May, 1967.

**Sec. 5.07. - Repealer.**

All laws and parts of laws in conflict with this Act are hereby repealed.

CITY OF CLARKSTON

ITEM NO: E19

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
**City Council**

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Appointment

MEETING DATE: January 7, 2021

**SUBJECT:** To allow the Mayor to make a recommendation to fill an expired term position on the City of Clarkston Historic Preservation Commission.

DEPARTMENT:  
**Planning/Economic & Development**

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages:

INFORMATION CONTACT:  
**Shawanna Qawiy, MSCM, MPA**  
**Planning/Economic and Development**  
**Director**

**PURPOSE:** The Mayor and City Council shall review and discuss an appointment to the Clarkston Historic Preservation Commission due to the expiration of the initial one (1) year term appointment by the Mayor.

The (previous) Mayor appointed Graham "Ashton" Walker to the initial one (1) year term, which has expired. The position's new term, once appointed by the Mayor is for three (3) years.

No new interested applications for the Clarkston Historic Preservation Commission were received.

**RECOMMENDATION:** N/A