



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

*Mayor Beverly Burks
Councilmembers:*

*Debra Johnson-Vice Mayor Jamie Carroll
Sharifa Adde Susan Hood
Yterenickia Bell Mark Perkins*

ChaQuias Miller Thornton, City Manager

CITY COUNCIL WORK SESSION AGENDA

**Tuesday, March 25, 2025 - 7:00PM
IN-PERSON/ HYBRID**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

- A.** To discuss a proclamation designating April as “African American Women’s History Month”.
- B.** To discuss a proclamation designating April as “National Arab American Heritage Month”.
- C.** To discuss a proclamation designating May 11-17 “Economic Development Week”.
- D.** To present the upcoming Stormwater Infrastructure Improvement Project in the Market Walk and MacLaren communities.

5. OLD BUSINESS

6. NEW BUSINESS

- A.** To discuss a resolution awarding a services agreement to the most responsive and responsible bidder, Perez Planning + Design, LLC, for the Park & Recreation Master Plan services in the amount of \$141,400 to be funded out of SPLOST II.
- B.** To discuss the request to purchase two new 2023 Ford Interceptors from Alan Vigil Ford Lincoln Mercury, Inc. (*State Contract # 99999-001-SPD0000183-0005*) for the Police Department in the amount of \$104,544.00 to be funded out of SPLOST II.
- C.** To discuss the request to purchase the necessary equipment for two new 2023 Ford Interceptors from Dana Safety Supply (*State Contract # GS-07F-0512T*) in the amount of \$36,674.88 to be funded out of SPLOST II.
- D.** To discuss a proposed variance request from Section 540(a) of the zoning ordinance to not require a 5-foot sidewalk along a local street at 3679 West Smith Street, Clarkston, GA (18 119 05 017).
- E.** To discuss a resolution approving a conditional use permit to allow a drive-thru facility at 4540 East Ponce de Leon Avenue (Parcel ID: 18 142 01 089).
- F.** To discuss a resolution approving a change order to the Magnum Paving Resurfacing contract for additional resurfacing of three roads approved by the Georgia Department of Transportation, Local Maintenance & Improvement Grant 2025 program in the amount of \$187,071.88 to be funded out of SPLOST II.
- G.** To discuss a resolution authorizing an Interlocal Agreement between the Dekalb County Housing Authority and the City of Clarkston for the joint provision of affordable housing services in the City of Clarkston.



H. To discuss establishing a truck route ordinance.

I. To discuss requiring the city to have an option to receive all payments electronically, and to have an option to make all payments electronically by July 1, 2025.

7. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, March 25, 2025. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_dfjWZxaITla9gD3z6QZEVw

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



CITY OF CLARKSTON

ITEM NO: 4A

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: MARCH 25, 2025

SUBJECT: Review/ African American Women's History Month city proclamation

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Yolanda McGee
PHONE NUMBER: 404 754-6960

PURPOSE: To discuss Proclamation designating April as African American Women's History month recognized by the city of Clarkston.

NEED/ IMPACT: To recognize the contribution of African American to the nation and to the city of Clarkston.

RECOMMENDATION: Mayor publicly announce city's proclamation acknowledging April as African American Women's History month within the city.

WHEREAS, African American Women's History Month is observed each April to honor and celebrate the invaluable contributions of African American women throughout history, acknowledging their resilience, leadership, and impact on shaping our communities, nation, and world; and

WHEREAS, African American women have played a pivotal role in the advancement of civil rights, social justice, education, business, politics, science, the arts, and countless other fields, breaking barriers and inspiring future generations; and

WHEREAS, Clarkston is a diverse and inclusive city that recognizes the achievements of African American women who have served as trailblazers, advocates, and pioneers, working tirelessly to uplift and empower our community; and

WHEREAS, African American women in Clarkston have contributed significantly to the city's progress through public service, community activism, entrepreneurship, and cultural enrichment, embodying the spirit of perseverance and excellence; and

WHEREAS, it is essential to acknowledge and celebrate the history, achievements, and ongoing contributions of African American women, ensuring that their stories are told, their voices are heard, and their legacies are honored;

NOW, THEREFORE, I, Beverly H. Burks, Mayor of the City of Clarkston, Georgia, do hereby proclaim April 2025 as African American Women's History Month in the City of Clarkston and encourage all residents to recognize, celebrate, and support the contributions of African American women in our community and beyond.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clarkston to be affixed this ___ day of April, 2025.

Beverly H. Burks

Mayor, City of Clarkston



CITY OF CLARKSTON

ITEM NO: 4B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: MARCH 25, 2025

SUBJECT: Review/Arab American Heritage month city proclamation

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Yolanda McGee
PHONE NUMBER: 404 754-6960

PURPOSE: To discuss Proclamation designating April as Arab American heritage month recognized by the city of Clarkston.

NEED/ IMPACT: To recognize the contribution of Arab's to the nation and to the city of Clarkston.

RECOMMENDATION: Mayor publicly announce city's proclamation acknowledging April as Arab American Heritage month within the city.

National Arab American Heritage Month April 2025

WHEREAS, the month of April is recognized as National Arab American Heritage Month, a time to celebrate the rich history, diverse cultures, and significant contributions of Arab Americans to our nation; and

WHEREAS, Arab Americans have enriched our society through their unique traditions, languages, and cultural expressions, as well as their contributions in various fields, including medicine, law, business, education, technology, government, military service, and the arts; and

WHEREAS, the City of Clarkston recognizes the importance of fostering an inclusive and welcoming environment for all residents, and we affirm our commitment to celebrating the diversity of our community; and

WHEREAS, we encourage all residents to learn more about the Arab American community, participate in cultural events, and engage in meaningful dialogue to promote understanding and appreciation; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Clarkston, Georgia, do hereby proclaim the month of April as National Arab American Heritage Month in our city, and we encourage all residents to join us in celebrating the rich heritage and contributions of Arab Americans.

Signed this _____ day of _____, 2025.



CITY OF CLARKSTON

ITEM NO: 4C

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: March 25, 2025

SUBJECT: Review of a proclamation designation the week of May 11-17 as Economic Development Week in the City of Clarkston.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss a proposed proclamation designation the week of May 11-17 as Economic Development Week in the City of Clarkston.

NEED/ IMPACT: To recognize the vital role that economic development plays in creating a vibrant and prosperous city.

RECOMMENDATION: Mayor publicly announce city's proclamation acknowledging May 11-17, 2025 as Economic Development Week in the City of Clarkston.

**A PROCLAMATION BY THE CITY OF CLARKSTON DESIGNATING THE WEEK
OF MAY 11-17, 2025 AS ECONOMIC DEVELOPMENT WEEK**

WHEREAS, the City of Clarkston recognizes the vital role that economic development plays in creating a vibrant and prosperous community; and

WHEREAS, economic development efforts in Clarkston lead to job creation, increased investment, and enhanced the quality of life for our residents; and

WHEREAS, the International Economic Development Council (IEDC) has designated the week of May 11-17, 2025 as Economic Development Week, a time to celebrate and recognize the contributions of economic developers; and

WHEREAS, the City of Clarkston is proud to join communities across North America in celebrating Economic Development Week.

NOW, THEREFORE, BE IT RESOLVED that the week of May 11-17, 2025, as Economic Development Week in the City of Clarkston, and encourage all residents to join us in recognizing the importance of economic development in building a stronger and more vibrant community.

SO RESOLVED, this ____ day of _____, 2025.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

ATTEST:

Beverly H. Burks, Mayor

Tomika R. Mitchell, City Clerk



CITY OF CLARKSTON

WORK SESSION/ CITY COUNCIL MEETING

ITEM NO: 4D

ACTION TYPE: Review/Discussion

HEARING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MARCH 25, 2025

SUBJECT: Present to City Council the upcoming stormwater infrastructure improvement project in the Market Walk and MacLaren communities

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: X YES NO Pages:

INFORMATION CONTACT: Larry Kaiser, PE PHONE NUMBER: 404-909-5619

PURPOSE: Present to council the scope of work for the replacement of deteriorated storm lines on Market Crescent and to rear of 3734 and 3738 MacLaren Drive

NEED/ IMPACT: For information purposes only. No council action required.

The deteriorated condition of these storm line pipes were identified when the recently replaced storm lines between and to the rear of 3731 and 3737 Market Crescent lines were replaced earlier this year. The 3734 and 3738 MacLaren Drive storm lines are connected to the same storm water network.

In addition to the MacLaren Drive parcels, a cross drain under Market Crescent and in the front yard of 3737 Market Crescent will require replacement.

All storm lines in this project have completely rusted and in some cases depressions exist in front yards due to the advanced state of pipe corrosion.

RECOMMENDATION: None. For Information Purposes Only

The projects identified above were included in the 6-Year Stormwater Capital Replacement Program provided to Finance last month. It is also noted that staff believes that a significant number of additional pipe systems in both neighborhood communities are likely in the same state of deterioration. As such, staff has programed \$50,000 per year for 6 years for pipe replacements in these areas of the city.

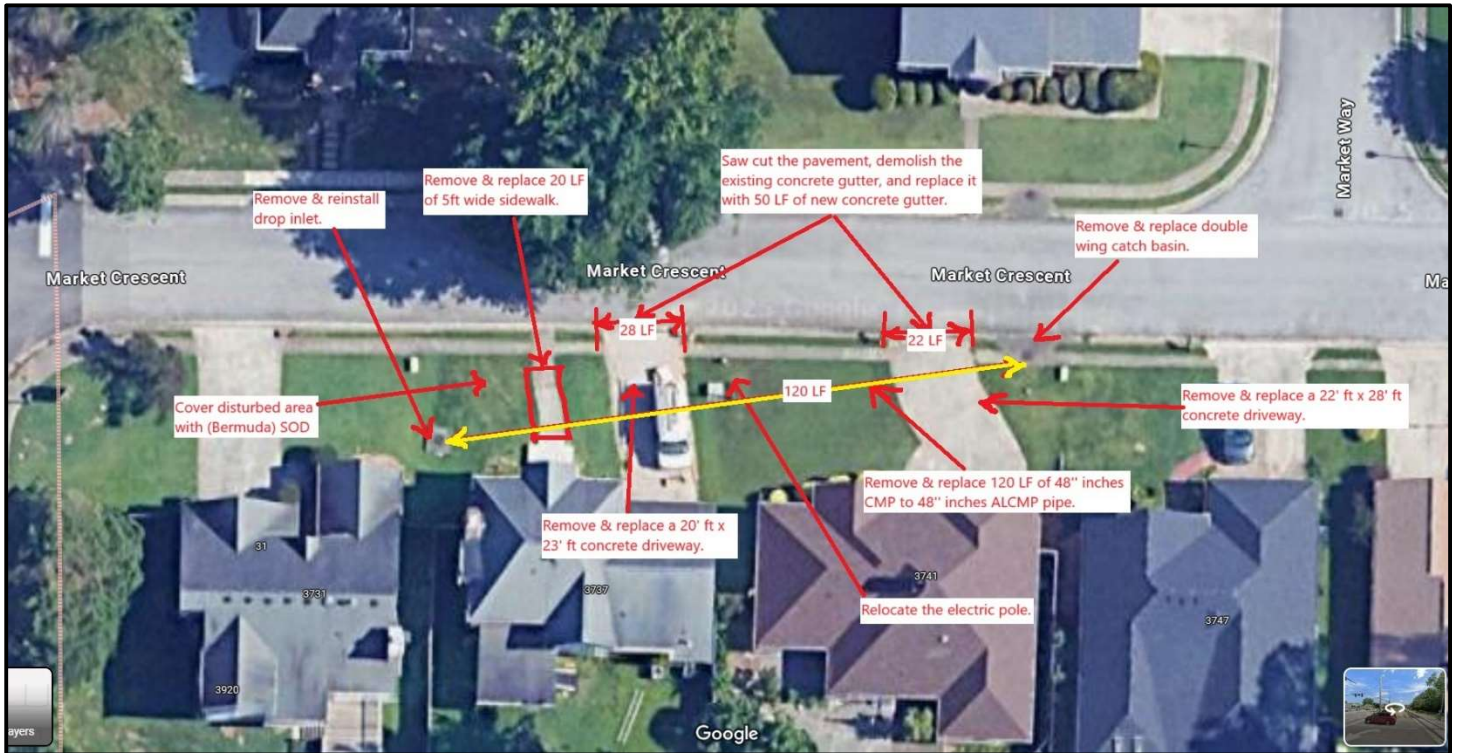
The pipes that are being replaced were installed in the mid to late 1980's. The storm lines installed were uncoated metal pipes with a lifespan of 25-35 years.

Despite the availability of pipe materials that were more corrosion resistant; such as aluminized coated metal pipes, high density polyethylene (HDPE) and concrete pipes, the permitting agency (DeKalb County at the time) chose not require the developers to use these longer-lasting pipe materials. Civil engineering and construction professionals have known for decades that uncoated metal pipes, exposed to elevated levels of iron, calcium and/or magnesium in stormwater runoff, stormwater runoff PH levels and certain soil compositions, are the primary causes of corrosion. The electrochemical reaction between metal and these chemical substances, causes the metal in the metal pipe to lose electrons and accelerating corrosion.

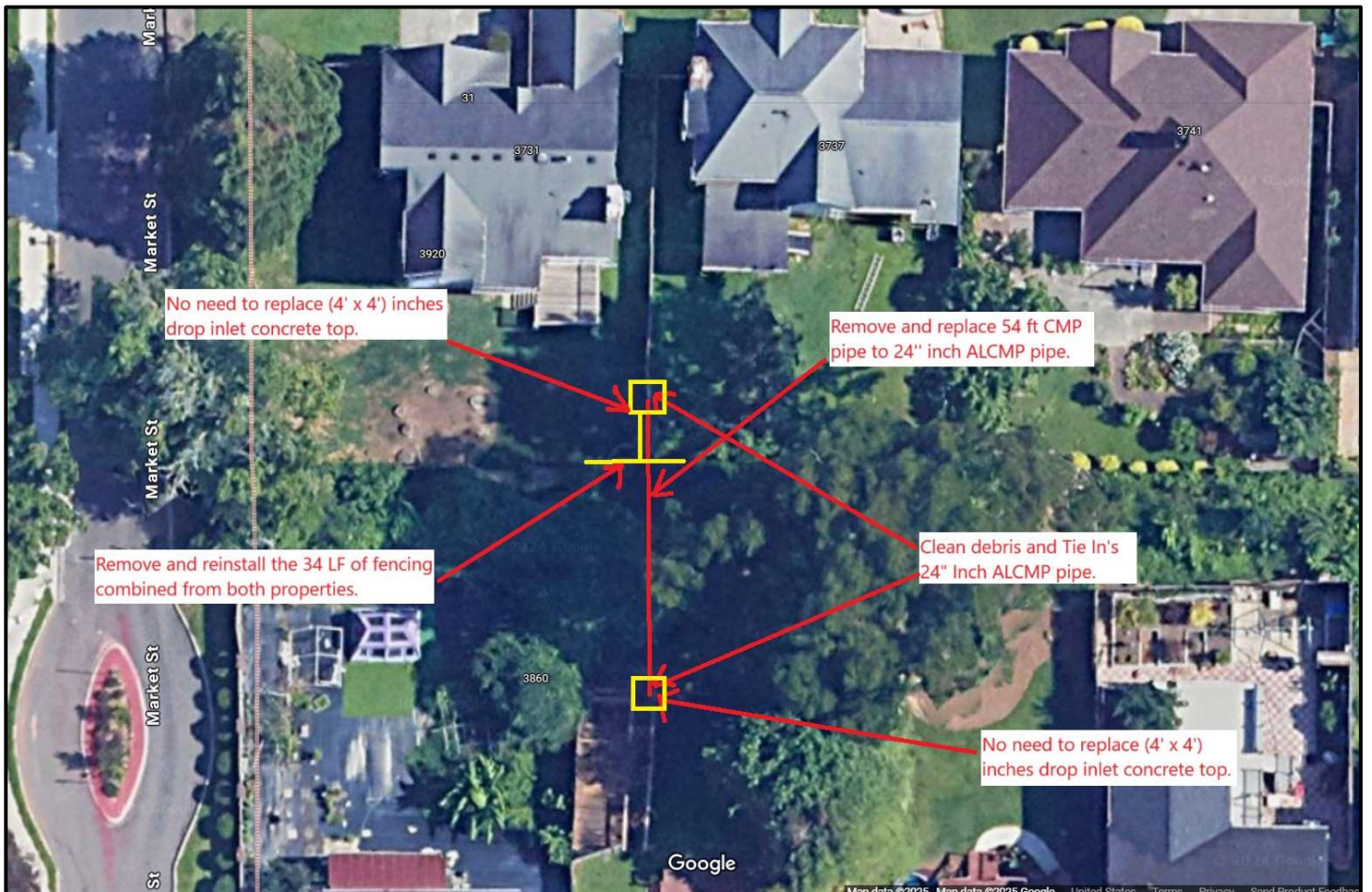
The replacement pipe materials on this project will be aluminized coated metal pipes with a life span of 75 + years; provided they are installed properly.

This 6-year Stormwater Capital Projects program will be presented to Council and Mayor at the April retreat.

Project 1. Remove & replace 120' LF of 48" inches CMP with 48" inches ALCMP on 3737 Market Cr.



Project 1. Remove and replace 54' ft pipe between 3737 Market Cr. and 3734 MacLaren Dr





Remove and replace 20 LF fence.

20 LF

Regrade and make proper slope.



Remove and
reinstall the drop
inlet concrete top.

Backfill till the
top of the wall
with top soil and
compact it.

Place SOD on
disturbed area.



Tree Removal

Reseed and straw

Remove tree tranches
up to 8 feet.



CITY OF CLARKSTON

ITEM NO: 6A

CITY COUNCIL WORK SESSION / MEETING

MEETING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Discussion

MEETING DATE: March 25, 2024

SUBJECT: Discuss the Parks & Recreation Master Plan Contract

DEPARTMENT: Parks & Recreation Department

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Michael N. Duncan, Parks & Recreation Director
PHONE NUMBER: 404-725-8466

PURPOSE: To discuss approving the Parks & Recreation Master Plan implementation from Perez Planning & Design, LLC for \$141,400 from SPLOSH II.

NEED/ IMPACT: The City of Clarkston Parks & Recreation Department (CPRD) is seeking Perez Planning & Design, LLC to provide consulting services for the City of Clarkston's community to develop a master plan for Parks and Recreation facilities and offerings.

The mission of CPRD is to preserve and enhance the public's quality of life with dynamic and accessible programs, facilities, and services. CPRD strives to create a strong sense of community by impacting the individual, environmental, social, and economic structures of the city using knowledge, creativity, passion and dedication.

The plan should create a road map for ensuring equitable proximity and connections to quality parks and green space, recreation facilities and programs throughout the community now and into the future. The City of Clarkston ("City") is seeking a system-wide approach to develop goals, policies and guidelines and to prioritize strategies based on current and future funding scenarios. The CPRD Master Plan created from this work; will be a guiding document for future development and redevelopment of the community's system of parks and green space, recreation and programs over the next ten (10) years.

RECOMMENDATION: To approve the contract for Perez Planning + Design, LLC not to exceed \$141,400 for the implementation of the Parks & Recreation Master Plan from April 2025 – December 2025.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDDING A SERVICES AGREEMENT TO PEREZ PLANNING + DESIGN, LLC FOR PROFESSIONAL PLANNING AND DESIGN SERVICES FOR THE PARK AND RECREATION MASTER PLAN.

* * * * *

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

Section 1. That the City Council awarding a services agreement to Perez Planning + Design, LLC for professional planning and design services for the Park and Recreation Master Plan, in the amount of \$141,400 to be funded out of SPLOST II. A copy of said services agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

STANDARD SERVICES AGREEMENT

This Agreement is made and entered effective _____, 2025, by and between the City of Clarkston ("Client"), a municipal corporation of the State of Georgia, and Perez Planning + Design, LLC, ("PP+D"), a limited liability company authorized to transact business in the State of Georgia.

As provided in this Agreement, PP+D will provide professional planning and design services for the following project (the "Project"):

Project Name: City of Clarkston Parks & Recreation Department ("CPRD") Master Plan (the "Project"), located in the City of Clarkston, in the County of DeKalb, State of Georgia, PP+D Project Number 2506

Section 1. Scope of Services

PP+D will provide all services, products, data, and perform all tasks described in the attached Schedule 1 (the "Basic Services").

Section 2. Fees for Services

PP+D's fees for Basic Services described in Schedule 1 shall be as set forth therein. PP+D's fees for Additional Services shall be billed as agreed upon by PP+D and the Client in a written amendment to this Agreement. PP+D's current hourly rate schedule is attached hereto as Schedule 2.

The total contract amount for the Project shall not exceed **\$141,400.00 (One Hundred Forty-One Thousand Four Hundred Dollars and 00/100)**, which is full payment for a complete scope of services.

Section 3. Payment Terms

Notwithstanding any payment terms or conditions contained in the attached Schedule 1 (Basic Services) and Schedule 2 (PP+D Hourly Rate Schedule), invoices will be submitted by PP+D each month (not necessarily falling on the first or last day of the month) for work performed during the previous month. Monthly invoices shall be accompanied by all support documentation requested by the Client, and the Client will review such invoices for approval. The Client reserves the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the Client, reasonably exceed the actual stage of completion. Approved amounts indicated on invoices shall be due and payable within ten (10) business days of receipt. The Parties agree that the Client shall not be liable for any interest or penalty arising from late payments. Notwithstanding the foregoing, if any litigation or collection proceedings arise out of payment default by Client, PP+D shall be entitled to reasonable attorneys' fees and costs for recovery of said amounts.

Remittance Address: Perez Planning + Design, LLC., 878 Peachtree Street, NE, Suite 827, Atlanta, GA 30309

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Section 4. Term of Agreement

The period of this Agreement shall consist of a series of Terms as defined below. The Client is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Client's then-current fiscal year.

a. Initial Term

The "Initial Term" of this Agreement shall begin on _____, 2025, the starting date, and shall end without further obligation on the part of the Client on December 31, 2025.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no obligation on the part of either party on or before the final date of the Initial Term stated above, or unless this Agreement is terminated in accordance with Section 5 below, this Agreement may be renewed at the written option of the Client upon approval by the local governing authority for two (2) one-year "Renewal Terms". No Renewal Term shall be authorized without approval by the local governing authority. If approved by the local governing authority, the First Renewal Term shall begin on January 1, 2026, and shall end no later than December 31, 2026. If approved by the local governing authority, the Second Renewal Term shall begin on January 1, 2027, and shall end no later than December 31, 2027. Unless mutually agreed upon in writing by the parties, all provisions and conditions of any Renewal Term shall be the same as those contained in this Agreement. If the Client chooses not to exercise its right to renew pursuant to this Section of the Agreement, then the Agreement shall end upon the expiration of the then-current term with no further obligation on the part of either party.

Section 5. Termination

This Agreement may be terminated by either Client or PP+D by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay PP+D for services and Reimbursable Expenses performed or incurred prior to the termination date. The Client would then have no further obligation to PP+D under this Agreement.

If the Client deems PP+D to be in breach of this Agreement for non-performance, it shall give PP+D written notice of the same. After giving written notice that the Client deems PP+D to be in default and identifying the specific nature of the alleged non-performance, if PP+D fails to cure such default within seven (7) business days, the Client may terminate this Agreement for non-performance. In the event of such termination, Client shall pay PP+D for services and Reimbursable Expenses performed or incurred prior to the termination date. The Client would then have no further obligation to PP+D under this Agreement.

The required written notices described in this Section shall be delivered as set forth in Section 10 of this Agreement. All "Terms", as defined in Section 4 above, are subject to the termination provisions set forth in this Section 5 of the Agreement.

Section 6. Ownership and Use of Documents

Plans, drawings and specifications, or other writings or documents prepared or provided by PP+D hereunder are prepared for this Project only but may be used by PP+D for purposes of illustrating the

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scope and nature of project involvement. PP+D shall provide Client with a reproducible set of drawings and specifications for its records. Client shall have ownership of all materials and documents prepared by PP+D subject to this Agreement without restriction or limitation on their further use, provided that if Client uses such materials and documents for a purpose other than the Project, Client does so at its own risk.

Section 7. Insurance

PP+D and its Subconsultants shall procure and maintain insurance from companies authorized to do business in Georgia, except for policies issued on behalf of underwriters at Lloyds of London, assigned an A.M. Best's rating of no less than A-(IX), with the coverages set forth below. PP+D and its Subconsultants shall name the Client as additional insured on any applicable general liability insurance policy and automobile liability insurance policy carried by PP+D and its Subconsultants.

Coverage shall be as follows:

(A) commercial general liability (ISO Form CG 0001 11/85 or its equivalent), with combined single limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (B) commercial automobile liability (owned, non-owned and hired) (ISO Form CA 0001 12/90 or its equivalent, with limits of not less than \$1,000,000 per occurrence; (C) Worker's Compensation Insurance with statutory limits, as required by the state in which the work is to be performed. (D) Employer's Liability Insurance of not less than \$1,000,000, policy limit; and (E) Professional Liability Insurance (including environmental liability coverage) of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

Prior to commencing work under this Agreement, PP+D shall provide the Client with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates shall reference the Project Name on the certificates. Certificates of Insurance for commercial general liability automobile liability, workers' compensation/ employer's liability, and professional liability insurance shall specify that the insurer shall give the PP+D an unqualified (30) day's advance written notice prior of any cancellation the policy (except in the event of non-payment of premium, in which case ten (10) days' notice shall be given).

All coverages required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of at least three (3) years after completion of the work. Certificates of Insurance shall be provided within thirty (30) days of the execution of this Agreement, and shall be provided within ten (10) days of the expiration of any policy, evidencing renewal of the required coverages at any time during the period such policy is required to be maintained by PP+D hereunder.

Section 8. Indemnification

PP+D shall indemnify, release, and hold harmless the Client, its council members, and its respective officers, members, employees, and agents from any and all damage or cost (including reasonable attorney's fees and costs of defense) arising from PP+D's own negligent acts, errors and omissions in the performance of services under this Agreement. This indemnification shall survive the expiration or earlier termination of this Agreement.

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Section 9. Professional Responsibility and Accuracy of Work

PP+D represents that it has, or will secure at its own expense, all necessary and appropriate personnel to perform all work to be completed under this Agreement. PP+D further represents that all personnel engaged in the Project by PP+D will be fully qualified, and authorized and permitted if applicable, to perform the Basic Services. PP+D shall be responsible for the accuracy of its work and shall promptly correct errors or omissions without additional compensation. PP+D shall give immediate attention to any necessary changes so as to minimize any delay to the Project.

Section 10. Notices

All notices shall be in writing and addressed as follows:

Notice to PP+D:

Carlos F. Perez
878 Peachtree Street, NE
Suite 827
Atlanta, Georgia 30309
Phone: (404) 416-0114
Email: cperez@perezpd.com

Notice to Client:

Michael Duncan
Parks & Recreation Director, City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021
Phone: (404) 725-8466
Email: mduncan@cityofclarkston.com

With a copy to:

Willis Moody
Procurement Consultant, City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021
Phone: (470) 952-1824
Email: wmoody@cityofclarkston.com

Section 11. Miscellaneous

- (a) Client and PP+D each bind itself and its successors and assigns to this Agreement. Neither Client nor PP+D shall assign, subcontract, or transfer its interest in this Agreement without the prior written consent of the other.
- (b) This Agreement shall be governed by the laws of the State of Georgia. Any disputes arising in connection herewith shall be referred to the state or federal courts within the State of Georgia as first-instance courts of exclusive jurisdiction to which both parties hereby submit.
- (c) PP+D shall perform the Basic Services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status.
- (d) Notwithstanding any other provision of this Agreement, PP+D and PP+D's subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.
- (e) The waiver of either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of the same or other provision of this Agreement.

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- (f) The Georgia Open Records Act, O.C.G.A. 50-18-70 *et seq.* applies to this Agreement. PP+D acknowledges that any documents or computerized data provided to the Client by PP+D may be subject to release to the public. PP+D agrees to cooperate with and assist the Client in promptly responding to Open Records Act requests and shall notify the Client of any such requests no later than 24 hours following receipt by PP+D. PP+D shall promptly comply with the instructions or requests of the Client in relation to responding to Open Records Act requests.
- (g) This Agreement represents the entire Agreement between Client and PP+D. This Agreement may be amended only by a writing signed by both Client and PP+D.
- (h) If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- (i) Any individual who signs this Agreement on behalf of Client or PP+D, represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement on behalf of the respective party.

AGREEMENT AND ACCEPTANCE:

Signed, this _____ Day of _____, 20__

Perez Planning + Design, LLC.

Client: City of Clarkston

By: _____

By: _____

Print: Carlos F. Perez

Print: Beverly H. Burks

Title: President

Title: Mayor

Address:
878 Peachtree Street, NE
Suite 827
Atlanta, GA 30309

Address:
1055 Rowland Street
Clarkston, GA 30021

SGL _____ PM _____

Approved as to Form:

Stephen Quinn
Stephen Quinn, City Attorney

March 19, 2025

SCHEDULE 1

PP+D Basic Services

Project Description:

Client seeks to provide fair and equal access to high-quality parks, green space, recreation facilities, programs and special events for all community members. The CPRD Master Plan will aid the Client in fulfilling this objective. The completed CPRD Master Plan shall include a comprehensive inventory of all facilities, analysis of needs, recommendations, and implementation strategy. The final CPRD Master Plan will be reviewed and approved by the Mayor and City Council.

Detailed Scope of Work:

Phase 1 – Context Analysis

- 1.1 Project Management + Coordination:** PP+D will coordinate our work with the City's Project Manager. PP+D will hold regular bi-weekly meetings with City staff, virtually via email, and sometimes in-person, to review progress, present information, and discuss the direction of remaining portions of the project. PP+D will also develop a project schedule and will review it during each review meeting to maintain momentum and/or make any revisions deemed necessary.
- 1.2 Project Branding:** PP+D will develop three project brand options for the City including logos, fonts, and colors and submit them to the City for review. PP+D will revise one of the selected options per the City's comments and develop a final brand for the project. PP+D will then use the project brand in all project documents.
- 1.3 Project Kick-Off Meetings:** PP+D will complete Kick-Off Meetings with City Staff and the Parks and Recreation Advisory Board. The purpose of the kick-off meeting will be to establish and discuss any technical and/or policy issues, objectives for the project, including confirming roles and responsibilities and finalizing the project methodology, scope of services, timeline and format and content of deliverables. PP+D will develop a meeting summary and submit to the City for review.
- 1.4 Review of Existing Conditions:** Parks and Recreation Master Plans are never completed in a vacuum. PP+D will complete an existing plan and context review for all relevant surveys, studies, and planning documents from the City that may influence the plan including the City's Comprehensive Plan, existing engagement strategies utilized by the Parks and Recreation Department and other departments to compile available information about community needs, summarize, and identify gaps in data. PP+D will provide a brief summary of the documents to identify relevant data that may include but may not be limited to existing and proposed goals, objectives, policies, initiatives, standards, and projects.
- 1.5 Demographic and Trends Analysis:** PP+D will also review demographic data for the City the latest trends in the parks and recreation industry. This data is important for providing the City with a data-driven, analytical framework. This framework is particularly important for understanding implications associated with existing and future park land, recreational facilities, program needs, operations, and maintenance.

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1.6 Inventory + Base Map: PP+D will work collaboratively with staff to compile a comprehensive inventory of the existing and planned parks, trails, open spaces, and facilities. PP+D will also develop a GIS-based map that will illustrate the location, and type of each park. PP+D will submit the base map and inventory for the City's review to ensure accuracy and consistency and will revise the map and inventory per the City's written comments.

1.7 Park Site Evaluation: PP+D will spend one (1) day visiting and evaluating parks, amenities, and recreation facilities using our custom Parks and Recreation Evaluation Form as a starting point. Prior to these visits, we will work with the City to modify our Parks and Recreation Evaluation Form to ensure that it is based on the expressed values of the community and focused on improved health and environmental outcomes. The form is a result of our Team's experience in completing over 300 Parks and Recreation Master Plans nationwide. Lastly, while completing park evaluations, we will randomly interview park users we encounter. For example, while completing park evaluations for the City of Smyrna, Carlos Perez and the Parks Director interviewed park users to see what they thought of the parks; what facilities they felt addressed their needs; what facilities they felt didn't address their needs and were not being used; and what they would like to see added to the park. The Parks Director learned some great insights from these interviews, which also provided him with another opportunity to directly engage with the residents the City serves.

1.8 Program, Staffing, Services, and Operations: Next Practice Partners (NPP) will provide an assessment and analysis of the City's Parks and Recreation Department's current level of programming, staffing, services, and operations.

NPP will benchmark the City's current levels to national best practices, comparable agencies, departmental input, and present and future goals, objectives, and directives. Findings from this assessment will be used in Phase

3-Vision, to develop recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels, and equipment management.

1.9 Context Summary Document: PP+D will compile all the information and data completed for Phase I and will develop a summary document of the Context Analysis. The Existing Conditions Summary will identify major issues, concerns, challenges, opportunities, and constraints. PP+D will submit the summary document to the City for review and will make revisions per the City's written comments.

Phase 1 Deliverables:

- *Existing Conditions Summary Document*
- *Meeting Minutes + Summaries*

Phase 2 – Needs + Priorities Assessment

2.1. Engaging In-Person Public Workshops: Sycamore Consulting will conduct two (1) public meetings that will include a multitude of exercises in various stations positioned throughout the room to keep attendees engaged while allowing the City to collect important information. Sycamore Consulting will work with the City and community ambassadors to expand public input in the community by translating project content into 10 languages - Arabic, Burmese, Dari, French, Nepali, Pashto, Amharic, Somali,

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Swahili, and Spanish. Sycamore will develop a meeting summary and submit to the City for review.

- 2.2. One-on-One Interviews:** PP+D will conduct up to sixteen (16) one-on-one interviews with key stakeholders including elected officials, the City Manager, and other key stakeholders. PP+D will develop a meeting summary from these meetings and include the findings in the report.
- 2.3. Statistically Valid Survey:** PP+D will work with ETC Institute to create a statistically valid mail-in and telephone survey. Key portions of the survey will be translated into 10 languages. ETC Institute will mail the survey and a cover letter (on City letterhead) to a sample of households in the City – ETC Institute will mail a survey packet to ALL residential households in the City (approximately 4,000). The goal will be to obtain completed surveys from as many residents as possible, but ETC Institute will not close administration until reaching 250 completed surveys, which will lead to a level of confidence of 95% with a margin of error of +/- 3.5%. While the full survey will not be printed and mailed in additional languages, sections of the cover letter will be translated and mailed in additional languages that direct non-English speaking respondents to go online or call a toll-free number to have the survey administered in their preferred language.

Once approved by the City, ETC Institute will conduct a statistically valid community-wide needs assessment to determine needs, desires, and willingness to pay. ETC will evaluate the nature in which City of Clarkston existing parks, facilities, and recreation programming meet, or do not meet user demands and expectations.

- 2.4. Existing Level of Service Analysis:** In order to assist the City in developing appropriate LOS standards, PP+D will analyze existing LOS for the following elements to establish a baseline understanding of the City's current LOS:
- **Acreage LOS** – Acreage in a ratio to the community's population (acres per 1,000).
 - **Indoor Recreation Center and Aquatics Space LOS** – Quantity of square footage of indoor recreation center and aquatics facilities space per capita.
 - **Facilities/Amenities LOS** – Facility/amenity capacity in a ratio to the community's population and comparing against a standard or guideline. PP+D proposes to conduct Facilities/Amenities LOS for key facilities/ amenities in the system based on the priorities identified in the Statistically-Valid Survey.
 - **Access LOS** – Travel distances to parks and individual facilities such as playgrounds, ball fields, trails, natural areas, special use facilities, etc. The best Access LOS analysis uses the existing roadway to determine access, rather than "as the crow flies" radii around facilities. Additionally, PP+D will identify physical barriers, both man-made and natural, to provide a realistic access level service area. These barriers may include roads that while containing sidewalks may not be safe to cross due to a variety of factors that, through our experience, we have identified to be important in determining a streets' crossability.
 - **Quality LOS** – Quality of facilities across the community.
 - **Funding LOS** – Parks and recreation operations and maintenance spending, capital spending, and total parks and recreation spending per park and non-park acre.
 - **Staffing LOS** - Staff in a ratio to the community's population (FTE's per 10,000).

PP+D will then benchmark LOS findings to available standards such as National Recreation and Parks Association (NRPA) Park Metrics standards. PP+D will produce a series of maps and tables that illustrate this data and analysis. Findings will be particularly important for tasks outlined in the Phase 3-Vision and Phase 4-Implementation.

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- 2.5. Needs + Priorities Assessment Summary Document:** PP+D will compile all the information and data completed for Phase 2 and combine the findings with the findings from Phase 1-Context Analyses and develop a summary document. PP+D will develop a Power Point Presentation that summarizes the findings from Phase 2 and combines it with the presentation from Phase 1. PP+D will submit the summary document and Power Point Presentation to the City for review and will make revisions per the City's written comments.
- 2.6. One-on-One Interviews with Elected Officials:** PP+D will complete virtual one-on-one interviews with the elected officials to share with them the findings from the existing conditions and needs and priorities assessment. PP+D will complete meeting summaries from these meetings, share with the Client for review, and will make revisions per the Client's direction.
- 2.7. City Council Presentation:** PP+D has learned that presenting to the City Council at key points in the process is critical to receiving final approval of the plan. To that end, PP+D proposes to share the findings from the Context Analyses and Needs and Priorities Assessment with the City Council.

Phase 2 Deliverables:

- *Digital files of Needs + Priorities Assessment Summary Document and Power Point Presentation including maps, charts, and tables*
- *Meeting Minutes + Summaries*

Phase 3 – Vision

- 3.1. Parks and Recreation System Visioning Workshop:** PP+D will complete a one (1) day Visioning Workshop to develop appropriate responses, goals, and objectives that articulate a clear vision and "play book" for the Parks and Recreation system. This will include, but will not be limited to:
- Recommend collaborative partnerships and other solutions to minimize duplication of efforts and enhance opportunities for collaboration.
 - Identify areas of service shortfalls and projected impact of future trends.
 - Provide useable and workable definitions and recommendations for designated park and green space with acreages and parameters defined as appropriate.
 - Provide a clear plan for the development of programming based on demand analysis.
 - Strategic plan for the farmhouse, located at 40 Oaks Nature Preserve.
- 3.2. City-wide Parks and Recreation System Vision Summary Document:** Based on the findings from Phase 1-Context Analysis, Phase 2 -Needs + Priorities Assessment, and Task 3.1: Visioning Workshop, PP+D will refine and finalize recommendations. PP+D will submit the summary document to the City for review and will make revisions per the City's written comments.
- 3.3. Order of Magnitude Capital and Operations Costs Estimate:** PP+D will prepare an order of magnitude, planning level cost estimate for parks and recreation recommendations (unadjusted for inflation to prevent future cost sprawl). Costs will include order of magnitude capital and operations costs. PP+D will submit the costs estimate to the City for review and

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will revise per the City's written comments.

- 3.4. One-on-One Interviews with Elected Officials:** PP+D will complete virtual one-on-one interviews with the elected officials to share with them the findings from the Vision. PP+D will complete meeting summaries from these meetings, share with the Client for review, and will make revisions per the Client's direction.

Phase 3 Deliverables:

- *Parks and Recreation System Vision Summary Document + Power Point Presentation*
- *Order of Magnitude Capital and Operations Costs Estimate*
- *Meeting Agendas + Meeting Minutes*

Phase 4 – Implementation

- 4.1. Funding Options:** PP+D will coordinate with the City's Finance Department to determine realistic future funding opportunities and amounts. Additionally, RMPK Funding will identify a variety of different alternative funding sources, programs, and strategies that have been used by park systems in Georgia and across the U.S. to leverage and stretch the City's available funding.
- 4.2. Prioritization Strategy and Project Scoring:** PP+D will work with the City to develop a CIP Prioritization Strategy that aligns with the findings from Phase-1 Context Analysis, Phase 2- Needs + Priorities Assessment, and Phase 3–Vision. It is envisioned that this prioritization strategy will include criteria, metrics, and weights to score proposed projects. PP+D will score the projects and share a draft list of the projects with prioritized recommendations for community needs regarding land acquisition, the development of parks, trails, green space, and recreation facilities as well as maintenance, renovation and operations of parks, trails and recreation facilities for the short, mid, and long-term with the City for review and will make revisions per the City's written comments.
- 4.3. Implementation Strategies Summary Document:** Based on findings from Phase 1-Context Analysis, Phase 2 - Needs + Priorities Assessment, Phase 3–Vision, Task 4.1: Funding Options, and Task 4.2: Prioritization Strategy and Project Scoring, PP+D will develop an implementation strategy that includes strategies, priorities, budget support, and funding mechanisms for the short-term, mid- term, and long-term. The Implementation Strategy will be organized around the following topics:
- Funding Options
 - Prioritization Strategy
 - Prioritized CIP Projects
 - Staff Actions

The actions will prioritize strategies by their level of impact on social, mental and physical health and environmental outcomes. Additionally, the Prioritization Develop and prioritized recommendations for staffing, programs, and services.

Phase 4 Deliverables:

- *Digital files of Implementation Strategy including maps, charts, and tables*
- *Meeting Minutes + Summaries*

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Phase 5 – Final Report + Adoption

- 5.1. Draft Final Report + Executive Summary + Power Point Presentation:** PP+D will compile the summary documents from Phases 1 through 4 into a draft final document for the City to review. PP+D will complete a standalone executive summary and PowerPoint Presentation that summarizes key findings from the plan. PP+D will submit the draft report, executive summary, and PowerPoint presentation to the City for review make revisions per the City's written comments. As was done for the City of Clarkston Greenways Study, the PP+D will translate the Executive Summary into 10-languages.
- 5.2. One-on-One Interviews with Elected Officials:** PP+D will complete virtual one-on-one interviews with the elected officials to share with them the Draft Final Report. PP+D will complete meeting summaries from these meetings, share with the Client for review, and will make revisions per the Client's direction.
- 5.3. City Council Draft Final Master Plan Presentation:** After updating the Draft Final Master Plan based on the input from the Parks and Recreation Advisory Committee, the Planning Board, and the one-on-one interviews with the elected officials, PP+D will present the Final Master Plan to staff and City Council for approval.

Phase 5 Deliverables:

- *Digital files of PowerPoint Presentation and a color version of the Draft Master Plan Report*
- *Digital files of PowerPoint Presentation and a color version of the Final Master Plan Report*
- *Digital files of the Executive Summary document*

Additional Services:

PP+D will provide Additional Services as mutually agreed between PP+D and the Client. An equitable adjustment to PP+D's compensation and time for performance will be made through an amendment to this Agreement for any Additional Services based on the Hourly Rates included in Schedule 2.

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PROJECT SCHEDULE

PP+D is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement and a retainer if required under Compensation. PP+D, in consultation with the Client, shall perform its work in such a manner as to comply with a mutually agreed schedule.

ASSIGNED KEY PERSONNEL

The following key personnel from PP+D will be assigned to this project, and will have the responsibilities described:

Perez Planning + Design, LLC

Carlos Perez	- Project Manager
Nick Stephens	- Deputy Project Manager
Kevan Klosterwill	- Parks Planner
Yan Duan	- Urban Designer

Next Practice Partners

Neelay Bhatt	- Task Manager
Jason Elissalde	- Associate

Sycamore Consulting, LLC

Ed Caddell	- Task Manager
Madison Davis	- Planner

ETC Institute

Ryan Murray	- Task Manager
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RMPK Funding

Ryan Ruskay	- Funding Planner
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PP+D shall promptly provide notice to the Client upon change or severance of the above-assigned key personnel assigned to the Project. No changes to PP+D's key personnel shall be permitted without prior written approval of the Client, which shall not be unreasonably withheld.

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COMPENSATION

The Client agrees to compensate PP+D for all services Lump Sum performed under this Agreement in an amount not to exceed one-hundred and forty-one thousand, four-hundred dollars (\$141,400.00) including expenses. Below is a detailed breakdown of the fees per task. Hourly rates used to develop the fee are provided in Schedule 2.

Perez Planning + Design, LLC PROJECT FEE BUDGET		
	ACTIVITY	Total Fee
Phase 1	PROJECT KICKOFF + CONTEXT ANALYSIS	
1.1	Project Management Support + Coordination	\$6,500
1.2	Project Branding	\$1,300
1.3	Project Kick-Off Meeting	\$3,000
1.4	Review of Existing Conditions	\$3,100
1.5	Demographic and Trends Analysis	\$5,900
1.6	Inventory + Base Map	\$1,700
1.7	Park Site Evaluation	\$2,500
1.8	Program, Staffing, Services, and Maintenance Assessment	\$7,800
1.9	Context Summary Document	\$6,000
	Subtotal	\$37,800
Phase 2	NEEDS AND PRIORITIES ASSESSMENT	
2.1	Engaging In-person Public Workshop (1)	\$14,200
2.2	One-on-One Interviews (16)	\$2,300
2.3	Statistically Valid Survey	\$16,000
2.4	Existing Level of Service Analysis	\$2,000
2.5	Needs + Priorities Assessment Summary Document	\$4,900
2.6	One-on-One Interviews with Elected Officials	\$900
2.7	City Council Needs + Priorities Assessment Findings Presentation	\$4,000
	Subtotal	\$44,300
Phase 3	VISIONING	
3.1	Parks and Recreation System Visioning Workshop (1-Day)	\$7,500
3.2	City-wide Parks and Recreation System Vision Summary Document	\$12,500
3.3	Order of Magnitude Capital and Operations Costs Estimates	\$2,800
3.4	One-on-One Interviews with Elected Officials	\$900
	Subtotal	\$23,700
Phase 4	IMPLEMENTATION	
4.1	Funding Options	\$5,600
4.2	Prioritization Strategy and Project Scoring	\$4,400
4.3	Implementation Strategies Summary Document	\$4,400
	Subtotal	\$14,400
Phase 5	FINAL REPORT + ADOPTION	
5.1	Draft Final Report + Executive Summary + PowerPoint Presentation	\$18,900
5.2	One-on-One Interviews with Elected Officials	\$900
5.3	City Council Draft Final Master Plan Presentation	\$1,400
	Subtotal	\$21,200
	TOTAL FEE	\$141,400

March 19, 2025

SCHEDULE 2

PP+D Hourly Rate Schedule

PP+D provides consulting services in planning, urban design, and landscape architecture. The PP+D Team’s compensation is based on the following schedule of fees:

HOURLY RATES

Perez Planning + Design

Project Manager	\$130
Deputy Project Manager	\$110
Parks Planner	\$120
Urban Designer	\$100

Next Practice Partners

Task Manager	\$175
Associate	\$145
Support Staff	\$110

Sycamore Consulting

Task Manager	\$134
Planner	\$108

ETC Institute

Task Manager	\$150
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RMPK Funding

Funding Planner	\$125
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INVOICING

Invoicing terms are as specified in Section 3 of the Agreement.



ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – PARK & REC MASTER PLAN - 012225

The City of Clarkston is presently accepting sealed proposals from qualified people, firms, or companies for the above-mentioned solicitation.

There will be a (**mandatory**) in-person pre-proposal meeting, to include site visits, held Tuesday, January 7, 2025, promptly at 11:00 am (EST) at City Hall | 3921 Church St | Clarkston, GA | 30021.

Proposals will be received no later than Wednesday, January 22, 2025, at 9:30 am (EST). Proposals received after the above date and time or in any other location will not be considered.

Proposals shall be submitted through Bidnet Direct’s Georgia Purchasing Group.

Timeline

(Mandatory) Pre-Proposal Meeting	Jan. 7, 2025	11:00 am (EST)
Question, Answer and Clarification Deadline (Submit using BidNet Question & Answers portal - ONLY)	Jan. 14, 2025	12:00 pm (EST)
All/Any Addendum(s) published to City’s website no later than	Jan. 17, 2025	4:00 pm (EST)
BidNet Direct Received Proposals Opened	Jan. 22, 2025	9:45 am (EST)

The City of Clarkston encourages all interested to do business with the City to register online: www.bidnetdirect.com/georgia/cityofclarkston.

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation.

The City of Clarkston reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise.

Contracts are awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

In-person, fax, email or late proposals will not be recognized.



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston Parks & Recreation Department (CPRD) is seeking proposals from qualified professionals to provide consulting services for the City of Clarkston community to develop a master plan for Parks and Recreation facilities and offerings.

The mission of CPRD is to preserve and enhance the public's quality of life with dynamic and accessible programs, facilities, and services. CPRD strives to create a strong sense of community by impacting the individual, environmental, social, and economic structures of the city using knowledge, creativity, passion and dedication.

The plan should create a road map for ensuring equitable proximity and connections to quality parks and green space, recreation facilities and programs throughout the community now and into the future. The City of Clarkston ("City") is seeking a system-wide approach to develop goals, policies and guidelines and to prioritize strategies based on current and future funding scenarios. The CPRD Master Plan, created from this work, will be a guiding document for future development and redevelopment of the community's system of parks, green space, recreation, and programs over the next ten (10) years.

BACKGROUND

The City is a thriving suburban community of roughly 15,000 people located just a few miles from the City of Atlanta. The 1.8 square-mile city borders the City of Decatur, the City of Tucker, Scottdale, Stone Mountain, and DeKalb County. CPRD currently manages 40+ acres of parkland and greenspace in Clarkston. This includes Milam Park, which contains a multipurpose field, baseball/multipurpose field, walking trails, (6) pavilions, tennis courts, an outdoor swimming pool, and dog park. CPRD also operates two Nature Preserve Parks, 40 Oaks Nature Preserve Park, which contains a Global Garden, trails, a stream, and Farmhouse, and Forest Wildlife Sanctuary Nature Preserve, which contains hiking, jogging and biking trails, greenspace, and wetland area. CPRD manages a Woman's Club and (4) pocket parks throughout the city.

Our vibrant small city feel has made Clarkston one of the most highly desired locations in the Metro Atlanta area. The City's success has placed it in a position to look more closely at recreational facilities and services being offered to meet the needs of current and future residents.

PROJECT DESCRIPTION

The City has a strong commitment to providing fair and equal access to high-quality parks, green space, recreation facilities, programs and special events for all members of the community. This master plan will help the city move forward in fulfilling this commitment. The City is seeking professionals with experience in collecting and analyzing data to develop a clear set of goals, potential policy changes, and establishing standards for the community's park system, green space, trails, recreation facilities, program development, and a strategic plan for the farmhouse, located at 40 Oaks Nature Preserve. The existing City planning documents will be referenced in the collection of data. The successful consultant will work closely with the Parks & Recreation Director, other city staff, and identified stakeholders in preparing the master plan. The completed document should include a comprehensive inventory of all facilities, analysis of needs, recommendations and implementation strategy. The final version of the plan will be reviewed and approved by the Mayor and City Council.

SCOPE of WORK

Project Administration

The Consultant will manage the project and coordination of any sub-consultants and all project activities, including meetings with staff and stakeholder groups. The Consultant will identify a project lead to act as the direct point of contact for city staff.

Throughout the project, the Consultant will be responsible for the following:

- A. Creation of maps necessary for the project, including working maps and maps of future facility locations. (Existing City data layers will be provided to the Consultant as needed.)
- B. Electronic copies of all flyers, handouts, and other materials used to announce events and/or gather input from the community (in both PDF and native formats)
- C. Materials and identified staffing are needed for community engagement activities. (City staff will also be involved in engagement activities.)
- D. Creation of content for any on-line engagement tools used for the project.
- E. A minimum of bi-weekly updates, primarily via e-mail and occasionally in-person, to update city staff on project status, discuss issues, and review drafts.
- F. Periodic written status reports and limited status update presentations may also be required for the Parks and Recreation Director, Interim City Manager and Mayor and City Council. (Updates may be handled virtually)

Community Engagement

- A. Identify, describe, and implement a comprehensive strategy and methodology for community involvement in the master plan development process.
- B. Review existing engagement strategies utilized by the parks and recreation department and other departments to compile available information about community needs. Summarize and identify gaps in data.
- C. Provide innovative, well-organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open and proactive public participation process is achieved. These methods should solicit quality input from as many people as possible,

including under-resourced populations and users and non-users of the services and facilities.

- D. Act as professional facilitators to gather specific information about services, use, preferences and any agency strengths, weaknesses, opportunities, and threats.
- E. Provide written records and summaries of the results of all public processes and communication strategies that can be shared with the public.
- F. Help to build consensus and agreement on the plan if consensus is not possible and provide information for informed and equitable decision making for the CPRD, city staff, Interim City Manager and/or Mayor and City Council.

Resource and Data Collection

- A. Conduct analysis that considers equitable quantity, distribution, inclusivity, condition, cultural relevancy, connections and proximity of parks, green space, programs, recreation centers and services. Evaluation criteria should be based on the expressed values of the community and focus on improved health and environmental outcomes.
- B. Provide an assessment and analysis of the CPRD's current level of programs, staffing, services and maintenance in relation to present and future goals, objectives and directives.
- C. Compile an inventory and assessment of the existing parks, trails, green space and facilities in Geographic Information System (GIS). Compare to national benchmarking tools.
- D. Provide a community-wide statistically valid community needs assessment survey on recreation and park programs and facilities. The return rate should accurately represent a sampling of the population, including vulnerable populations, so that an analysis can be segmented by race, gender, age and other demographic groups.
- E. Review and interpret demographic trends and characteristics of the community, using information from the City's Comprehensive Plan, and other existing city-wide planning documents.

Implementation Strategy Development

- A. Develop an action plan that includes strategies, priorities and an analysis of budget support and funding mechanisms for the short, mid and long-term for the park system, green space, trails and recreation programs and services.
- B. The action plan should prioritize strategies by their level of impact on social, mental and physical health and environmental outcomes.
- C. Prioritize recommendations for community needs regarding land acquisition, the development of parks, trails, green space, and recreation facilities.
- D. Develop and prioritize recommendations for staffing, maintenance, renovation and operations of parks, trails and recreation facilities.
- E. Recommend collaborative partnerships and other solutions to minimize duplication of efforts and enhance opportunities for collaboration.

- F. Identify areas of service shortfalls and projected impact of future trends.
- G. Provide useable and workable definitions and recommendations for designated park and green space with acreages and parameters defined as appropriate.
- H. Provide a clear plan for the development of programming based on demand analysis.

Development of Final Plan Document and Supporting Materials

- A. The master plan must include written goals, objectives, policy statements, and a financial and action plan that articulates a clear vision or “playbook” for the CPRD’s future.
- B. A summary of existing conditions, inventories and system-wide metrics, distribution metrics, population demographics, and outcome metrics.
- C. Charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audience.

SUBMITTAL INSTRUCTIONS

All proposals should include the following information and any additional information necessary to summarize the overall qualifications of the consultant:

- A. A cover letter that includes the name, address, and telephone number of the person(s) representing the consultant.
- B. Qualification description of the consulting organization, detailing experience in preparing master plan documents for public agencies, as well as engagement involving communities that have characteristics like Clarkston.
- C. A list and summary of at least three (3) recent master planning projects on which the principal staff worked and description of their responsibilities, including a link to the completed plan document.
- D. At least three references, including names, phone numbers and email address of contact person(s).
- E. Statement of Project approach, including the following information:
 - a. Methodology and overall approach to the project
 - b. Scope of work
 - c. Project schedule
 - d. Innovative community engagement
 - e. Deliverables
- F. Detailed outline of the Consultant’s management plan, including proposed staff, availability, roles and responsibilities. Include the following information for key project team members. (project manager and key project staff)
 - a. Professional background, experience of similar projects and years of experience
 - b. Primary office location.
 - c. Role that everyone will have as part of the CPRD master plan.

- G. A list of any subconsultants and a detailed explanation of the responsibilities of each consulting team member.
- H. A proposed timeline for preparation, execution and delivery of the master plan document, including components of each project phase.
- I. Consultant's expectations of the City, include a brief description of the services and tasks that the Consultant would expect the City to provide.
- J. Proposed cost to complete this project based on the consultant's understanding of the RFP. Include a copy of the consultant's current rate sheet. Total master plan document development cost should include allowable expenses (printing, travel, etc.).
- K. Submittals should be a maximum of twenty (20) pages, not including resumes, any exceeding twenty (20) pages may be removed from consideration. Examples of similar master plan document work completed should be provided via web links.

EVALUATION

Proposals that meet the expressed requirements will be evaluated using the following criteria:

- A. The Consultants understanding of master plan goals and principals of engagement.
- B. Methodology and process of design, proposed execution of the work plan and timeline.
- C. Specific municipal park and recreation master planning experience and knowledge.
- D. Clarity and completeness of the proposal.
- E. Total cost to develop the CPRD master plan.

ADDITIONAL INFORMATION

- A. No bonds will be required for this project.
- B. Awardee will need to include a Certificate of Insurance (COI) in bid package.



PRE-PROPOSAL CONFERENCE
RFP – PARK & REC MASTER PLAN – 012225
January 7, 2024 @ 11:00 am

Facilitators:
Willis Moody, Purchase Consultant
Michael N. Duncan, Parks & Recreation Director

Attendees

1. CPL
2. David Rubin Land Collective
3. Khamai Strategies
4. Lose Design
5. Pape-Dawson Engineers
6. Perez Planning & Design
7. Perkins & Will
8. Root Design Studio
9. Sizemore Group
10. The Collaborative Firm
11. V & L Research and Consulting Inc
12. W & A Engineering



City of Clarkston

1055 Rowland Street | Clarkston, GA | 30021
(404) 296-6489



Bid Open Final Tabulation

Solicitation:	RFP – PARK & REC MASTER PLAN - 012225
Open Date:	January 22, 2025
Open Time:	9:45 am (EST)
Open Site:	City Hall Annex – BidNet Direct
Facilitator:	Willis Moody, Purchasing Consultant

	Company Name	Bid Amount (\$)	Minority Class	Located within City limits	Previously worked w/Clarkston
1	David Rubin Land Collective	\$130,000.00	Y	N	N
2	Perez Planning & Design	\$138,700.00	Y (HBE)	N	Y
3	Sizemore Group	\$189,200.00	N	N	N
4	Perkins & Will	\$235,000.00	N	N	Y

A “**Minority Business Enterprise**” (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

- (1) African American Business Enterprise (AABE) (2) Hispanic Business Enterprise (HBE)
- (3) Female Business Enterprise (FBE) (4) Asian Business Enterprise (ABE)
- (5) Native American Business Enterprise (NABE) (6) Minority Veteran (MV)

An “**Owned**” is a minority or female owner which possesses an ownership interest 51% of the business.

A “**Controlled**” is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

RFP – PARK REC MASTER PLAN - 012225
 Bid Solicitation Evaluations

Offeror	Prior experience recruiting for GA government agencies	Organization, size, and structure of Offeror's firm	Firm's Qualifications and Experience	Proposed Approach and Methodology	Cost Proposal	References and Past Performance	Total Score	Ranked
David Rubin Land Collective	10	20	75	63	30	27	225	3
Perez Planning & Design	40	37	92	83	55	60	367	1
Sizemore Group	34	27	82	75	34	43	295	2

Evaluation Score per Offeror

Offeror: David Rubin Land Collective (Bid Amount \$130,000.00)

Evaluator - MD	0	2	15	10	15	10	52
Evaluator - SM	0	8	25	20	14	12	79
Evaluator - YM	0	0	10	8	1	0	19
Evaluator - WM	10	10	25	25	0	5	75

Offeror: Perez Planning & Design (Bid Amount \$138,700.00)

Evaluator - MD	10	10	25	20	15	15	95
Evaluator - SM	10	7	25	23	13	15	93
Evaluator - YM	10	10	20	20	12	15	87
Evaluator - WM	10	10	22	20	15	15	92

Offeror: Sizemore Group (Bid Amount \$189,200.00)

Evaluator - MD	8	8	22	15	15	10	78
Evaluator - SM	8	9	20	15	12	12	76
Evaluator - YM	8	0	20	20	0	10	58
Evaluator - WM	10	10	20	25	7	11	83



Mayor
Beverly H. Burks

City Council
Debra Johnson, Vice Mayor
Yterenickia “YT” Bell
Jamie Carroll
Susan Hood
Mark Perkins
Sharifa Adde

TO: Tammi Saddler Jones, Interim City Manager
FROM: Willis “Will” Moody, Procurement Consultant
DATE: February 20, 2025
SUBJECT: Bid Solicitation Recommendation

Solicitation RFP – PARK & REC MASTER PLAN - 012225 was advertised under the Bid Solicitations link on the City of Clarkston’s website, BidNet Direct, and DOAS GPR (Georgia Procurement Registry) from December 11, 2024, through January 22, 2025, and closed at 9:30 AM (EST).

The solicitation was emailed to over 200 minority and non-minority representatives including the contract incumbent Collaborative Infrastructure Services.

We conducted a (**mandatory**) in-person pre-proposal meeting, to include site visits, held Tuesday, January 7, 2025, at 11:00 am (EST) at City Hall | 3921 Church St | Clarkston, GA | 30021, with twelve (12) vendors present at the meeting.

Four (4) offers submitted a bid proposal prior to closing at 9:30 AM (EST) and the official electronic bid opening was conducted January 22, 2025, 9:45 AM (EST) with Michael N. Duncan, Parks & Recreation Director present representing the City.

Three offerors’ proposals, within the approved budget, that met the required specifications were evaluated and scored using the following criteria:

- A. The Consultants understanding of master plan goals and principals of engagement.
- B. Methodology and process of design, proposed execution of the work plan and timeline.
- C. Specific municipal park and recreation master planning experience and knowledge.
- D. Clarity and completeness of the proposal.
- E. Total cost to develop the CPRD master plan.

It is the recommendation of the Procurement Consultant for Mayor and Council to award this bid solicitation to the Perez Planning & Design as the most responsive vendor.

Perez Planning & Design has been notified of this recommendation and asked to provide a contract agreement for legal review with the City Attorney’s office. After the legal review the City Attorney will sign off and upload it to the appropriate agenda.

See attachments



CITY OF CLARKSTON

ITEM NO: 6B

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Discussion

MEETING DATE: March 25, 2025

SUBJECT: To discuss the request to purchase two new 2023 Ford Interceptors from Alan Vigil Ford Lincoln Mercury, Inc. (State Contract # 99999-001-SPD0000183-0005) for the Police Department in the amount of \$104,544.00 to be funded out of SPLOST II.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Chief C. A. Hudson
PHONE NUMBER: 404.391.4178

PURPOSE:

To purchase two 2023 Ford Police Interceptors from Alan Vigil Ford, and outfit each vehicle.

NEED/IMPACT:

To purchase two new 2023 Ford Interceptors for our department. Currently, we have 14 marked patrol vehicles for 13 officers, which leaves us with only one spare vehicle to account for any unexpected repairs. By acquiring two additional vehicles, we would ensure that we have a total of three spare vehicles available if multiple vehicles require service at the same time.

The total cost for both vehicles is \$104,544.00, which includes:

- Vehicle Cost: \$48,102 per vehicle (x2)
Extended Warranty: \$4,170 per vehicle for a 6-year warranty (x2)

The addition of these two new vehicles will not only provide us with increased operational flexibility but also ensure that our officers have reliable transportation in the event of unforeseen maintenance needs. The funds would be coming from SPLOST II.

RECOMMENDATION:

Staff recommends approval to purchase the two police vehicles in the amount of \$104,544.00, to be funded out of SPLOST II.



CITY OF CLARKSTON

ITEM NO: 6C

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: March 25, 2025

SUBJECT: To discuss the request to purchase the necessary equipment for two new 2023 Ford Interceptors from Dana Safety Supply (*State Contract # GS-07F-0512T*) in the amount of \$36,674.88 to be funded out of SPLOST II.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Chief C. A. Hudson
PHONE NUMBER: 404.391.4178

PURPOSE:

To purchase the necessary equipment for two 2023 Ford Police Interceptors.

NEED/IMPACT:

To purchase two new 2023 Ford Interceptors for our department and outfit each vehicle with the necessary emergency equipment.

The total cost to outfit both vehicles with the necessary emergency equipment is \$36,674.88, which includes:

- Vehicle Equipment: \$18,337.44 (x2)

In addition, In-Car Cameras, priced at \$7,223 each (one camera per vehicle), are also part of the equipment to be purchased (x2). This expenditure is within the spending authority of the City Manager. The funds would be coming from SPLOST II

RECOMMENDATION:

Staff recommends approval to purchase the necessary equipment in the amount of \$36,674.88, to be funded out of SPLOST II.



CITY OF CLARKSTON

ITEM NO: 6D

CITY COUNCIL WORK SESSION / MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: March 25, 2025

SUBJECT: Discuss a proposed variance request from Section 540(a) of the zoning ordinance to not require a 5-foot sidewalk along a local street at 3679 West Smith Street (18 119 05 017).

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss a proposed variance request from Section 540(a) of the zoning ordinance to not require a 5-foot sidewalk along a local street at 3679 West Smith Street (18 119 05 017).

NEED/ IMPACT: The applicant is requesting a variance to not install a 5-foot sidewalk along West Smith Street. There are currently no sidewalks along either side of West Smith Street and the applicant is stating that there is an unnecessary hardship.

RECOMMENDATION: Staff is recommending denial of the proposed variance request. The Planning Commission recommended approval of this request and recommended that City Council consider adopting a fee in-lieu program for sidewalks.



VARIANCE APPLICATION

Form # 200-V

APPLICANT INFORMATION

Michael Reinsel Mission Homes, LLC
 Applicant Name Company
 [Redacted] _____
 Primary Phone # Alternate Phone # Fax #
michael@missionhomesatl.com
 Email Address

PROJECT SUMMARY

3679 W Smith Street Permit # 1960
Name of Project

RECEIVED

MAR 06 2025

CITY OF CLARKSTON

Detailed Description of Variance. Include: Variance needed (code section, square footage or other dimension); Proposed use(s) and square footage of floor area for each use; and written explanation of hardship involved with need for variance (see checklist).

Applying for a variance request to not have a sidewalk ~~at~~ along the frontage of the property at 3679 W Smith Street. Currently there is no sidewalks anywhere on Smith Street or on either adjoining property. If we were to include sidewalks they would terminate at the edges of the property lines and not tie into any other sidewalks essentially manning the sidewalk.

Total Number of Parcels Involved:	<u>1</u>	Total Project Area (acre/sf):	<u>0.45 Acres</u>	Total Disturbed Area:	<u>0.25 Acres</u>
Total Number of Buildings:	<u>2</u>	Total Estimated Construction Cost:	<u>\$450,000</u>		

Project Submittal Checklist and all documents, plans, written analysis, and fees required therein accompany this application form.

I hereby certify that all information provided herein and in the accompanying documents is true and correct.

[Signature] 1/23/25
 Applicant Signature Date
 Property Owner Owner's Agent

FOR OFFICE USE/DETERMINATION

Review determination and fee: Review fee (payable to The City of Clarkston) depends on type of review(s). (See Fee Schedule):

_____ Variance _____ (Fee)
 Please indicate if this is an Administrative Variance

PROPERTY INFORMATION/OWNER AUTHORIZATION

If more than one parcel is the subject of review, owner applicant shall complete information for each parcel on additional page attachments, authorized agent applicants must complete this page for EACH parcel.

PARCEL (PROPERTY) INFORMATION

3679 W Smith Street Clarkston, GA 30021
 Property Address/Location Suite/Apt. # City, State Zip Code
1811905017 0.45 Acres
 Parcel ID/Property Tax Identification Number Total Acreage
Residential NR-3
 Present Use(s) Present Zoning (Official Zoning Map)
Residential
 Proposed Use(s)

Indicate here if there are more than one subject parcels (attach information accordingly)

Legal description includes: Or: Indicate here that an exhibit identifying property location is attached.

119
 Subdivision Name Lot # Block #

PROPERTY OWNER

Faiwa IP
 Owner (Person, Firm, Corporation, or Agency) Company Name
[Redacted]
[Redacted] [Redacted] [Redacted]
 Mailing Address Suite/Apt. # City, State Zip Code
[Redacted] [Redacted] [Redacted]
 Primary Phone # Fax # Email Address #

PROPERTY OWNER'S AGENT (If applicable; must match applicant contact information on page #1)

Michael Reinsel, Mission Homes LLC
 Name and Company (Owner's Agent or Attorney) CA
[Redacted]
[Redacted] [Redacted] [Redacted]
 Mailing Address Suite/Apt. # City, State Zip Code
[Redacted] [Redacted] [Redacted]
 Primary Phone # Fax # Email Address # michael@missionhomesatl.com

AUTHORIZATION FOR AGENT (If applicable)

[Signature] 2025-02-15
 Owner Signature Date
Faiwa IP
 Print Name

Subscribed and sworn before me this 15 day of February 2025.

Signature of Notary Public in the State of Georgia

NOTARY SEAL

SEE ATTACHED NOTARY CERTIFICATE
02/15/2025

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 15 day of February,
2025, by Faiwa Ip-
proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.

Signature _____



(Seal)

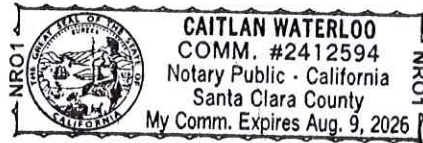


EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 119 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

Beginning at an iron pin found on the Southwesterly right-of-way of West Smith Street (having a 30 foot right-of-way), a distance of 100.30 feet Southeasterly from the intersection of the Southwesterly right-of-way of West Smith Street with the Southeasterly right-of-way of Smith Street (having a 30 foot right-of-way) (abandoned); running thence along the Southwesterly right-of-way of West Smith Street, South 59 degrees 35 minutes 06 seconds East, a distance of 100.02 feet to an iron pin found; thence leaving the Southwesterly right-of-way of West Smith Street and running South 29 degrees 47 minutes 58 seconds West, a distance of 197.00 feet to an iron pin found; running thence North 59 degrees 52 minutes 38 seconds West, a distance of 100.00 feet to an iron pin set; running thence North 29 degrees 47 minutes 39 seconds East, a distance of 197.51 feet to an iron pin found on the Southwesterly right-of-way of West Smith Street and the point of beginning; all as shown on that certain plat of survey prepared for Xuyi Feng by Thomas Edward Peay, III, G.R.L.S. #3261 of Frontline Surveying & Mapping, Inc., dated February 28, 2024.

Being the same property as conveyed in that certain Special Warranty Deed recorded at Deed Book 22355, Page 581, DeKalb County, Georgia records.

LEGEND:

IPS	IRON PIN SET	BSL	BUILDING SETBACK LINE
IPF	IRON PIN FOUND	HC	HAND-CAP
OT	OPEN TOP PIN	CMF	CONCRETE MONUMENT FOUND
CT	CRIMP TOP PIN	Z	OVERHEAD UTILITY LINE(S)
RB	RE-BAR	SSMH	SANITARY SEWER MAN HOLE
CRB	CAPPED RE-BAR	MHT	MAN HOLE TELEPHONE
CL	CENTERLINE	DWCB	CATCH BASIN
R/W	RIGHT-OF-WAY	JB	JUNCTION BOX
LLL	LAND LOT LINE	DI	DROP INLET
L	LINE	HW	HEAD WALL
R	RADIUS	CMP	CORRUGATED METAL PIPE
CONC	CONCRETE	OPP	CORRUGATED PLASTIC PIPE
C	CURVE	ROP	REINFORCED CONCRETE PIPE
PP	POWER POLE	SSE	SANITARY SEWER EASEMENT
GV	GAS VALVE	FH	FIRE HYDRANT
GM	GAS METER	DE	DRAINAGE EASEMENT
LP	LAMP POLE	WV	WATER VALVE
SS	SANITARY SEWER	PIV	POST INDICATOR VALVE
FC	FENCE CORNER	WM	WATER METER
AE	ACCESS EASEMENT	CO C/O	SANITARY SEWER CLEANOUT
PROP	PROPOSED	POB	POINT OF BEGINNING
AD	AIR-CONDITIONER	POC	POINT OF COMMENCEMENT
PB	POWER BOX	NTS	NOT TO SCALE
CTV	CABLE TELEVISION JUNCTION BOX	SWCB	SINGLE WING CATCH BASIN
APP	ABANDONED POWER POLE	UE	UTILITY EASEMENT
		PM	POWER METER
		CLF	CHAIN-LINK FENCE
		CTW	CROSS-TIE WALL
		HCS	HAND-CAP SIGN

ZONING/SETBACKS:
 NR-3 ZONING (HIGH-DENSITY NEIGHBORHOOD RESIDENTIAL)
 FRONT: 15 FT
 MINOR SIDE: 5 FT
 REAR: 20 FT
 MAX HEIGHT: 35 FT
 MIN LOT SIZE: 5,000 SF
 MAX BUILDING COVERAGE: 50%
 FLOOR AREA RATIO(FAR) MAX: 0.4
 MIN RESIDENTIAL UNIT SIZE (FINISHED, HEATED FLOOR AREA): 800 SF

**A RESIDENTIAL SITE DEVELOPMENT
 PLAN FOR:
 XUYI FENG**
 3679 WEST SMITH ST
 LAND LOT 119
 18th DISTRICT
 DEKALB COUNTY, GEORGIA
 CITY OF CLARKSTON
EXISTING ZONING: NR-3
 19,727 SQ FT
 0.45 ACRES

TOTAL DISTURBED AREA= 0.25 AC.

NOTE: THERE ARE NO BUFFER ENCROACHMENTS AND A BUFFER VARIANCE IS NOT REQUIRED.
 NOTE: THERE ARE STATE WATERS (CREEK ACROSS STREET) WITHIN 200' OF THIS SITE.
 NOTE: ANY PROPOSED WALLS SHOWN TO BE DESIGNED BY OTHERS.

EXISTING IMPERVIOUS AREA:
 MAXIMUM LOT COVERAGE: 50%

EXISTING IMPERVIOUS TO BE REMOVED: 3,640 SF

TOTAL: 3,640 SF

PROPOSED IMPERVIOUS AREA:

HOUSE:	2,558 SF
PORCH:	32 SF
DRIVEWAY:	615 SF
ADU:	561 SF
ADU PORCH:	96 SF
TOTAL:	3,862 SF

TOTAL LOT AREA: 19,727 SF

IMPERVIOUS AREA:
 TOTAL IMPERVIOUS AREA: 3,862 SF
 TOTAL IMPERVIOUS % OF LOT: 19.6%

BUILDER/OWNER	
XUYI FENG	
4188 MYSTIC CT	
SAN JOSE, CALIFORNIA, 95124	
24 HOUR CONTACT	
XUYI FENG	
408-314-7214	
TERTIARY PERMITEE	
XUYI FENG	
4188 MYSTIC CT	
SAN JOSE, CALIFORNIA, 95124	
408-314-7214	
IPFAMILYXF@GMAIL.COM	

EROSION AND SEDIMENT CONTROL LEGEND

(FOR DETAILS SEE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, 2016 EDITION)

STRUCTURAL PRACTICES

- (Cd) CONSTRUCTION EXIT
- (Sd1-S-All) SEDIMENT BARRIER-TYPE SENSITIVE ALTERNATIVE (Sd1-C-POP)
- SF-SF-SF FABRIC HEIGHT: 28", WOOD POST AT 4' O.C. MAX
- TF-TF-TF TREE PROTECTION FENCING
- LD-LD-LD LIMITS OF DISTURBANCE
- (St) RIPRAP OUTLET PROTECTION
- (Sd2-P) INLET SEDIMENT TRAP (PIGS IN A BLANKET)
- (Sd1-T) INLET SEDIMENT TRAP (WITH FENCING)
- (Sd4-C) TEMPORARY SEDIMENT TRAP
- (Tr) TREE PROTECTION FENCING
- (SS) EROSION CONTROL MATTING BLANKETS
- (Su) SURFACE ROUGHENING
- (CWA) CONCRETE WASH-OUT
- (Re) RETAINING WALL
- (Cd-Hb) CHECKDAM HAYBALE
- (DI) DIVERSION BERM

VEGETATIVE MEASURES

- (Du) DUST CONTROL ON DISTURBED AREAS
- (Ds1) DISTURBED AREA STABILIZATION (WITH MULCHING)
- (Ds2) DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
- (Ds3) DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)
- (Ds4) DISTURBED AREA STABILIZATION (PERMANENT WITH SOD)

CONTOURS / DRAINAGE

- P-980 PROPOSED CONTOUR
- 980- EXISTING CONTOUR
- x980 or 980x SPOT ELEVATION
- x980 HP HIGH POINT SPOT ELEVATION
- x980 TW PROPOSED TOP WALL ELEVATION
- x978 BW PROPOSED BOTTOM WALL ELEVATION
- U- DRAINAGE FLOW ARROWS

- (D) DUMPSTER
- (P) PORTABLE TOILET
- (MS&S) MATERIAL STORAGE & STOCKPILE

DUMPSTERS AND/OR TEMPORARY SANITARY FACILITIES SHALL NOT BE LOCATED IN STREET OR TREE PROTECTION AREA OR RIGHT OF WAY.

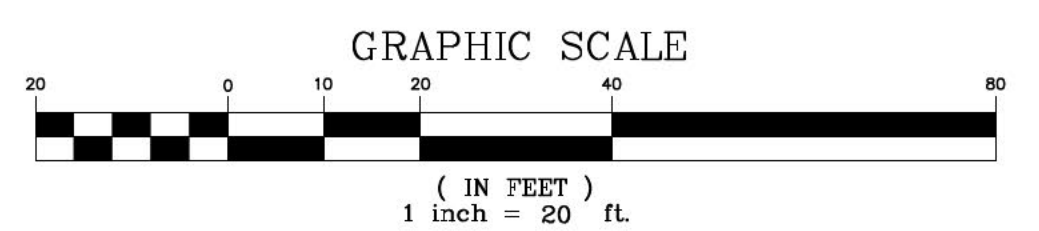
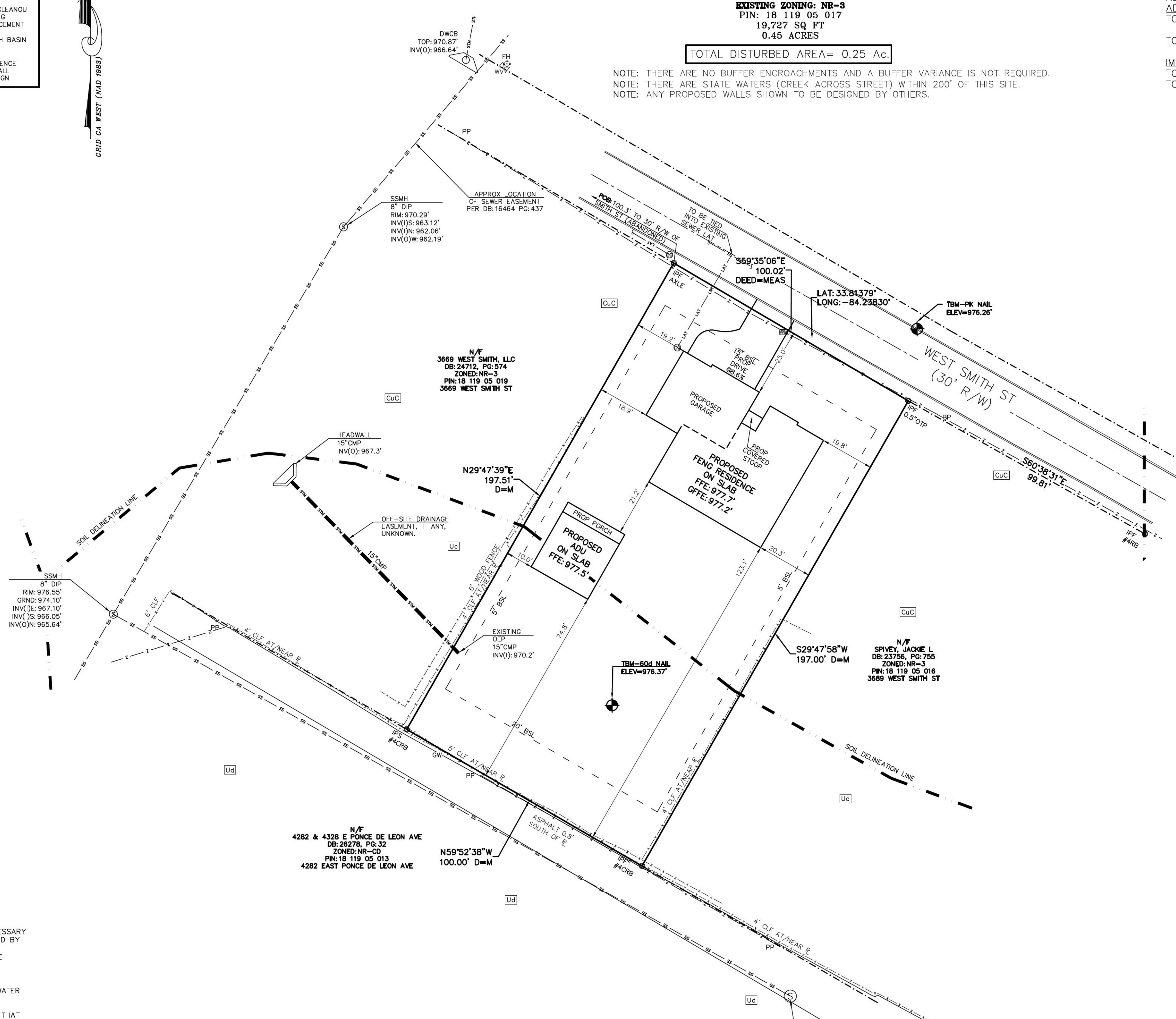
- (A) 25' STATE WATER BUFFER
- (B) 50' UNDISTURBED WATER BUFFER
- (C) 75' IMPERVIOUS WATER BUFFER

NOTE: ALL RETAINING WALLS, STRUCTURAL ELEMENTS, GEOTECHNICAL CONSIDERATIONS, AND SOIL CONDITIONS NECESSARY FOR THE CONSTRUCTION OF THIS HOME ARE TO BE DESIGNED BY OTHERS (APPROPRIATE PROFESSIONALS). THE CONTRACTOR HOLDS RESPONSIBILITY FOR SECURING THE REQUIRED PROFESSIONAL EXPERTISE PERTAINING TO THESE DESIGN COMPONENTS.

NOTE: CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR ALL WATER & SEWER TAPS FOR THE DEVELOPMENT.

NOTE: IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT THE GRADING IS DONE IN A WAY THAT DOES NOT DIRECT ANY WATER TOWARD THE HOUSE

NOTE: THE CONTRACTOR MUST VERIFY THAT SOILS ARE SUITABLE FOR INFILTRATION OF STORMWATER MANAGEMENT STRUCTURES/DEVICES PRIOR TO INSTALLATION.



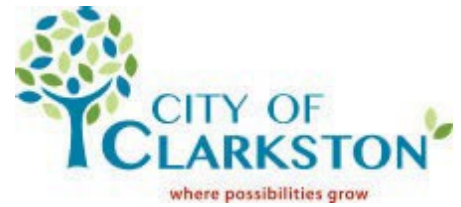
GSWCC GEORGIA SOIL AND WATER CONSERVATION COMMISSION
THOMAS E PEAY, III
 LEVEL II CERTIFIED DESIGN PROFESSIONAL
 CERTIFICATION NUMBER: 000004496
 ISSUED: 08/18/2021 EXPIRES: 10/30/2025

DATE OF FIELD SURVEY: 02/28/24
 SCALE: 1" = 20'
 SECTION: DEKALB COUNTY, GEORGIA
 DISTRICT: 18
 LOT: 119
 BLOCK: 1
 PHASE: 1

FRONTLINE SURVEYING & MAPPING, INC.
 3595 Canton Road
 SUITE 312 - 272
 Marietta, GA 30066
 Ph. (678) 355-9905
 Fax (678) 355-9805
 www.frontlinesurveying.com

XUYI FENG
 LAND LOT 119
 SUBDIVISION: 18
 UNIT: 1
 I HAVE THIS DATE EXAMINED THE "TIA OFFICIAL FLOOD HAZARD MAP" AND FOUND THAT BY GRAPHIC PLOTTING ONLY THE REFERENCE PARCEL (S 1807) IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
 DB 22355_PG 581
 DB 22355_PG 581
 MAP ID: 1308BC0078K EFFECTIVE DATE: 08/15/2019

FOR THE FIRM:
FRONTLINE SURVEYING & MAPPING, INC. LSF#000631
 JOB # **83911**



STAFF ANALYSIS AND REPORT

APPLICANT: Michael Reinsel – Mission Homes, LLC

LOCATION: 3679 West Smith Street
(Parcel ID: 18 119 05 017)

ZONING: NR-3: High Density Neighborhood Residential District

REQUEST: Variances from Sec. 540(a) of the zoning ordinance to not require a 5-foot sidewalk along a local street.

ZONING/ADJACENT LAND USE:

North	RC: Vacant
South	NR-CD: Carriage Oaks III Apartments
West	NC-2: Dashen Insurance Office
East	NR-3: Residential

MEETING INFORMATION:

Planning & Zoning Commission:	03/18/2025 – 7:00 P.M
Mayor & City Council Work Session:	03/25/2025 – 7:00 P.M.
Mayor & City Council Public Hearing:	04/01/2024 – 7:00 P.M.

RECOMMENDATION:
Staff recommends approval.

BACKGROUND:

The property owner is in the process of obtaining permits for the demolition of the existing single-family home and detached garage with plans to construct a new single-family home and accessory dwelling unit. The zoning ordinance requires any construction that exceeds 50% of the replacement cost of the existing structure to be brought into conformance with the provisions of the zoning ordinance. This includes the construction of a 5-foot sidewalk along the frontage of the property.

Currently, there are no sidewalks along West Smith Street.

Analysis: Pursuant to Article II of the City of Clarkston Zoning Ordinance, Staff has reviewed the variance request in accordance with the required review criteria.

1. There are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.

There are not any extraordinary nor exceptional conditions to the particular property in question due to its size, shape, or topography. However, if the applicant is required to construct the sidewalk, it would be the only section of sidewalk along West Smith Street and dead end at each of the side property lines.

2. Such conditions are peculiar to the particular piece of property.

These conditions are not peculiar to this particular piece of property, as all properties along West Smith Street and many other properties throughout the city would be subject to the same regulations if the cost of replacement threshold were to be exceeded.

3. Such conditions are not the result of the actions of the owner.

These conditions are not the result of actions by the property owner.

4. A literal interpretation of the provisions of this ordinance would create an unnecessary hardship.

A literal interpretation of the provisions of this ordinance would create an unnecessary hardship on the property owners, as the sidewalk would only extend the length of their property.

5. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance.

It is not anticipated that the proposed use would cause detriment to the public good. However, this request does not fall within the intent of the zoning ordinance but this could be considered an unnecessary hardship.

6. The variance is not a request to permit a structure or use of land not authorized in the applicable district.

This request is not to permit a structure or use of land not authorized in the applicable zoning district.

Recommendation:

Pursuant to Article II of the City of Clarkston Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of variance request from Sec. 540(a) of the Zoning Ordinance to not require a 5-foot sidewalk along a local street.



CITY OF CLARKSTON

ITEM NO: 6E

CITY COUNCIL WORK SESSION / MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: March 25, 2025

SUBJECT: Discuss a proposed conditional use permit to allow a drive-thru facility at 4540 East Ponce de Leon Avenue (parcel ID: 18 142 01 089).

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: YES NO

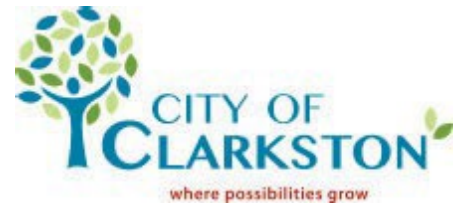
ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss a proposed conditional use permit to allow a drive-thru facility at 4540 East Ponce de Leon Avenue (parcel ID: 18 142 01 089).

NEED/ IMPACT: The applicant is requesting a conditional use permit to allow the lessee to re-open the drive-thru facility that has been closed for over four (4) years.

RECOMMENDATION: Staff is recommending approval of the proposed conditional use permit.



STAFF ANALYSIS AND REPORT

APPLICANT: Matt Coggin

LOCATION: 4540 East Ponce de Leon Avenue
(Parcel ID: 18 142 01 089)

ZONING: NC-2: Moderate Density Neighborhood Commercial District

REQUEST: Conditional Use Permit to allow a drive-thru facility at an eating and drinking establishment.

ZONING/ADJACENT LAND USE:

North	NC-2: DeKalb County Fire Station
South	CSX Railroad
West	NC-1: Brockett Triangle Retail Space
East	NC-2: Regional Car Wash

MEETING INFORMATION:

Planning & Zoning Commission:	03/18/2025 – 7:00 P.M
Mayor & City Council Work Session:	03/25/2025 – 7:00 P.M.
Mayor & City Council Public Hearing:	04/01/2024 – 7:00 P.M.

RECOMMENDATION:
Staff recommends approval.

BACKGROUND:

This property was formerly the KFC/Taco Bell restaurant that closed in 2020 that had a drive-thru facility associated with the use. The current tenant, DBA Tacos and BBQ, opened in 2024 and is unable to utilize the drive-thru facility due to the nonconforming status of the drive-thru facility with the restaurant use. Section 225 of the zoning code states that any use that is discontinued for a continuous period of six (6) months cannot be re-established unless it is compliant with the current zoning code.

The zoning code that was adopted in 2023 did not allow for drive-thru/drive-in facilities anywhere within the City of Clarkston. However, on March 4, 2025, the City Council approved a text amendment that allowed for the submittal of conditional use permits for drive-thru/drive-in facilities in the NC-2 zoning district.

Analysis: Pursuant to Article II of the City of Clarkston Zoning Ordinance, Staff has reviewed the conditional use permit request in accordance with the required review criteria.

- 1. Would the conditional use be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood?**

This use would diminish nor impair property values with the surrounding neighborhood. The structure has an existing drive-thru facility so there will be no construction work associated with the proposed conditional use.

- 2. Would the proposed conditional use increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties?**

This use would not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties.

- 3. Would the establishment of the conditional use impede the normal and orderly development of surrounding property for uses predominant in the area?**

Staff does not anticipate this use impeding the normal and orderly development of surrounding properties. The drive-thru lane, speaker box/menu to the window, can hold approximately five (5) vehicles and the drive aisle on the eastern side of the building can hold approximately (7) vehicles.

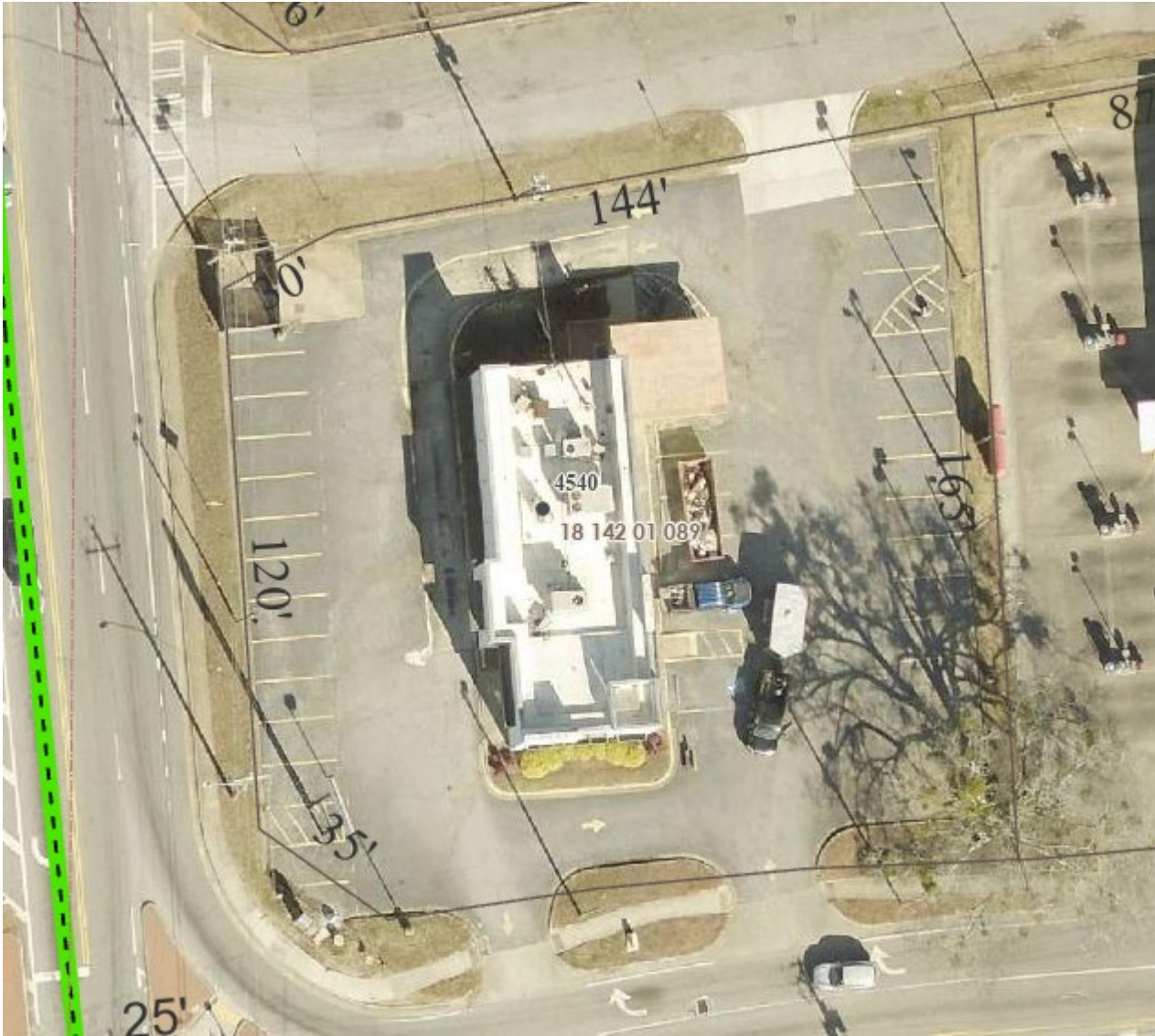
- 4. Would the location and character of the proposed conditional use be consistent with a desirable pattern of development for the locality in general?**

The property is located at the intersection of two minor arterials roads that are among the busiest in the city for vehicular traffic. This location is consistent with the pattern of development for this locality.

Recommendation:

Pursuant to Article II of the City of Clarkston Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of the conditional use permit for a drive-thru facility at 4540 East Ponce de Leon Avenue.

Aerial of the site



RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CLARKSTON APPROVING A CONDITIONAL USE PERMIT TO ALLOW A DRIVE-THRU FACILITY AT 4540 EAST PONCE DE LEON AVENUE, PARCEL ID NO. 18 142 01 089.

WHEREAS, Georgia Constitution, Art. IX, § 2, Paragraph 4 and O.C.G.A. §§ 36-66-1 *et seq.*, authorize the governing authority of each municipality to exercise the power of zoning within its territorial boundaries, including but not limited to, the power to hear and render decisions on applications for variances; and

WHEREAS, Matt Coggins., lessee of real property located at 4540 East Ponce de Leon Avenue in the City of Clarkston, submitted an application requesting a conditional use permit to allow for a drive-thru facility; and

WHEREAS, the Planning and Economic Development Department has reviewed the subject variance application and recommended approval based on staff analysis that the requested conditional use permit meets the City's criteria.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clarkston finds that the request meets the criteria for granting a conditional use permit per Zoning Ordinance Sec. 219(d).

BE IT FURTHER RESOLVED that the requested conditional use permit is hereby approved.

SO RESOLVED, this ____ day of _____, 2025.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney

RECEIVED

#1966

NOV 21 2024

CITY OF CLARKSTON



CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION

Date Received: _____

APPLICANT INFORMATION

APPLICANT NAME: Matt Coquin
 ADDRESS: _____
 PHONE: _____ CELL: _____ FAX: _____
 EMAIL ADDRESS: matt@dbabbbq.com

OWNER INFORMATION (If different from Applicant)

OWNER NAME: Usman Gandhi
 ADDRESS: _____
 PHONE: _____ CELL: _____ FAX: _____
 EMAIL ADDRESS: _____

PROPERTY INFORMATION (attach legal description)

ADDRESS: 4540 E Ponce de Leon Ave
 PARCEL ID#: 18 142 01 089 LAND LOT: 120 DISTRICT: 18

CONDITIONAL USE PERMIT REQUEST

CURRENT ZONING: NC-2 CURRENT LAND USE: Restaurant
 PROPOSED LAND USE: Restaurant

DESCRIPTION OF USE (ex.: number of employees, details of operation, etc.): Fast Casual, 35 employees
Monday-Sunday 11:00am-10:00pm. Tacos + BBQ



**CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION**

CONDITIONAL USE PERMIT APPLICATION CHECKLIST

To be completed when accepting all conditional use applications. Checklist should be attached to the application. All documents are required prior to acceptance of the application.

Required Item	Requirements	Copies	Check/Initial
Application Fee	\$500.00 per request Check or Money Order		
Application Checklist	This application checklist must be submitted with application packet	1	
Application Form	Must be complete, including notarization as indicated	10	
Survey	Accurate, up-to-date certified survey of the property with metes and bounds shown. Existing thoroughfares; existing drainage areas; existing buildings, structures and facilities; existing utilities on or adjacent to the property; and ownership, zoning and uses of all property adjacent to or within 200 feet of the property should also be shown.	10	
Legal Description	Accurate written legal description of the property which matches the metes and bounds shown on the survey.	10	
Warranty Deed	A copy of the recorded Warranty Deed	10	
Lease Agreement	A copy of the lease agreement between the property owner and the applicant, if applicable. Lease must identify party responsible for reclamation of the property.	10	
Letter of Intent	A letter clearly stating the proposed use and development intent.	10	
Conceptual Site Plan	Conceptual site layout indicating the distinctions between the current and proposed site conditions. Should be drawn at a scale of at least 1:20.	10	
Architectural Drawings	Architectural renderings or photographs of the proposed building elevations are helpful, but not required unless the proposed zoning is being conditioned to architectural exhibits submitted.	10	

(For Office Use Only)			
Total Amount Paid \$	Check#	Money Order #	Received by: _____
Application checked by: _____		Date: _____	
Pre-application meeting: _____		Date: _____	

CITY OF CLARKSTON
PLANNING & DEVELOPMENT DEPARTMENT
1055 ROWLAND STREET
CLARKSTON, GA 30021
(404) 296-6489
Fax (404) 296-6480

DBA TACO and BBQ, located at 4540 E. Ponce de Leon Ave.

I am requesting the use of the drive thru. The drive-thru is existing from the former tenant. The menu board and speaker have been severely damaged. We will be replacing the existing menu structure, replacing the speaker stand, replacing the clearance bar, and restriping the parking lot to show the traffic flow. We have already replaced all the parking lot lights. We will be closing at 10:00pm. This will not be a late-night drive thru like our predecessor, Taco Bell/KFC. The restaurant only has 52 seats. The loss of the existing drive-thru limits me greatly. It's one of the main reasons that brought me to Clarkston.

On average, drive-thru sales account for about 60-70% of a fast-food restaurant's total revenue. This percentage can vary depending on the restaurant's location, brand, and menu offerings. Factors like ease of access, customer preference for convenience, and a restaurant's drive-thru efficiency can impact this percentage.

DBA is a fast-casual concept. For fast-casual concepts with a drive-thru, the percentage of sales typically ranges from 30-50%. This is generally lower than fast-food drive-thru sales, given that fast-casual establishments often focus more on in-store dining and a slower pace of service. However, the actual percentage can vary depending on the specific restaurant's location, menu, brand positioning, and customer base.

Thank you!




Matt Coggin
DBA TACOS and BBQ

matt@dbabbq.com

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL NO. 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 120 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF EAST PONCE DE LEON AVENUE (A 100 FOOT RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF BROCKETT LANE (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH 00 DEGREES 49 MINUTES 05 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BROCKETT LANE, 164.60 FEET TO AN IRON PIN; THENCE NORTH 83 DEGREES 18 MINUTES 22 SECONDS EAST, 170.60 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES 32 MINUTES 30 SECONDS EAST, 165.0 FEET TO AN IRON PIN LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST PONCE DE LEON AVENUE; THENCE WESTERLY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST PONCE DE LEON AVENUE, AN ARC DISTANCE OF 170.11 FEET TO AN IRON PIN AND THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 24 MINUTES 50 SECONDS WEST, 169.86 FEET; SAID TRACT CONTAINING 0.6303 ACRES OF LAND AS SHOWN AND DELINEATED ON THAT CERTAIN PLAT OF SURVEY PREPARED FOR K.F.C. NATIONAL MANAGEMENT CO. BY SUNBELT ENGINEERING & SURVEYING, INC., DATED MARCH 28, 1989.

LESS AND EXCEPT THAT PORTION OF THE ABOVE PROPERTY CONVEYED TO DEPARTMENT OF TRANSPORTATION BY RIGHT OF WAY DEED DATED MAY 4, 1993, FILED MAY 10, 1993, RECORDED IN DEED BOOK 7665, PAGE 224, DEKALB COUNTY, GEORGIA RECORDS.

PARCEL NO. 2:

AN EASEMENT FOR SEPTIC TANK AND SEWER LINE AS MORE PARTICULARLY DESCRIBED IN THE SEPTIC TANK AND SEWER EASEMENT FILED SEPTEMBER 10, 1971, RECORDED IN DEED BOOK 2699, PAGE 313, AFORESAID RECORDS.

Prepared by:

Jason D. Stych, Esq.
Kutak Rock LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253-2738

UPON RECORDATION OF THIS
INSTRUMENT RETURN TO:

LOJON PROPERTY II LLC
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas
New York, NY 10019
Attn: David M. Ledy

Tax Parcel or Map No.: 142-18
Tax Parcel or Map No.: 18-142-01-089

QUITCLAIM DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable consideration, **LOJON PROPERTY II LLC**, a Delaware limited liability company, ("**Grantor**"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, 21st Floor, New York, New York 10019, Attention: David M. Ledy hereby grants to, **LJ REMAINDER II LLC**, a Delaware limited liability company ("**Grantee**"), whose address is c/o Kimco Realty Corporation, 500 North Broadway, Suite 201, Jericho, New York 11753, all right, title, or interest of Grantor, if any, in the real property described on Exhibit A (the "**Property**").

The Property is hereby quitclaimed to Grantee without any representation, warranty, or covenant whatsoever of ownership, condition, sufficiency, utility, value, or any other matter relating to or respecting the Property, with the Property being quitclaimed "**AS IS, WHERE IS**".


[SIGNATURE ON FOLLOWING PAGE]

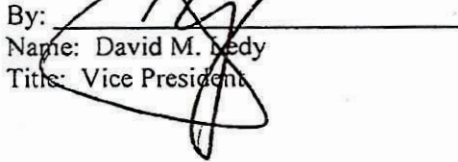
IN WITNESS WHEREOF, Grantor has caused this deed to be executed as of April 21 2021.

Signed, sealed and delivered on the 16 day of April, 2021 in the presence of:

LOJON PROPERTY II LLC, a Delaware limited liability company

By: LJ EQUITY II LLC, a Delaware limited liability company, its member manager


Printed Name: Thomas Chabza
Unofficial Witness

By: 
Name: David M. Ledy
Title: Vice President


Printed Name: Laura Chabza
Notary Public

My Commission Expires: 7-20-2023



[AFFIX NOTARIAL SEAL]

EXHIBIT A

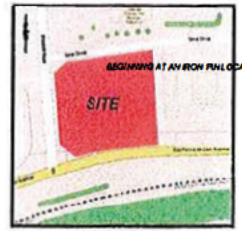
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 120 of the 15th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located at the corner formed by the intersection of the northerly right-of-way line of East Ponce de Leon Avenue (a 100 foot right-of-way) with the easterly right-of-way line of Brockett Lane (a 100 foot right-of-way); thence North 00 degrees 49 minutes 05 seconds west, along the easterly right-of-way line of Brockett Lane, 164.60 feet to an iron pin; thence North 83 degrees 18 minutes 22 seconds east, 170.68 feet to an iron pin; thence South 00 degrees 32 minutes 50 seconds east, 165.0 feet to an iron pin located on the northerly right-of-way line of East Ponce de Leon Avenue; thence westerly, along the northerly right-of-way line of East Ponce de Leon Avenue, an arc distance of 170.11 feet to an iron pin and THE POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of South 83 degrees 24 minutes 50 seconds west, 169.86 feet; said tract containing 0.6303 acres of land as shown and delineated on that certain plat of survey prepared for K.F.C. National Management Co. by Sunbelt Engineering & Surveying, Inc., dated March 28, 1989.

ZONING INFORMATION

NO ZONING INFORMATION PROVIDED TO SURVEYOR AT TIME OF SURVEY.



LOCATION MAP NOT TO SCALE

THIS BLOCK IS RESERVED FOR THE CLERK OF SUPERIOR COURT

ITEMS CORRESPONDING TO SCHEDULE B-II

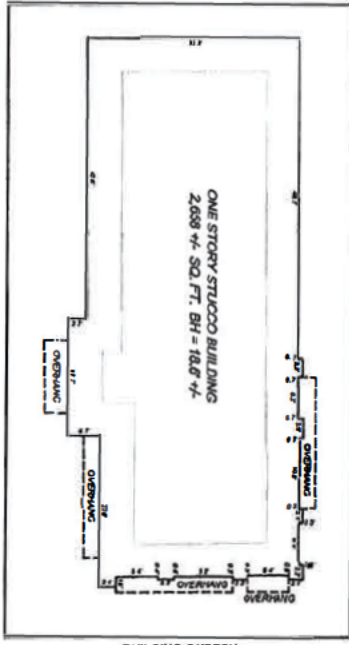
- 1. FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER 126123 (ALTA OWNER'S POLICY 05-17-2005)
2. Easement contained in the following plat of survey...
3. Easement for utility lines...
4. Easement for utility lines...
5. Easement for utility lines...
6. Easement for utility lines...
7. Easement for utility lines...
8. Easement for utility lines...
9. Easement for utility lines...
10. Easement for utility lines...
11. Easement for utility lines...

LEGEND OF SYMBOLS & ABBREVIATIONS

- SYMBOLS FOR CURB, DRIVE, FENCE, UTILITY LINES, AND OTHER SURVEY FEATURES. Includes symbols for various types of lines, points, and structures.

MISCELLANEOUS NOTES

- 1. REFERENCES FOR THE BOUNDARY INFORMATION SHOWN HEREIN MADE TO DEED BOOK 3128, PAGE 11.
2. BOUNDARY INFORMATION...
3. THE LOCATION OF...
4. THE LATEST DATE OF FIELD WORK WAS APRIL 2008.
5. ALL BUILDING DIMENSIONS AND DATA SHOWN HEREON ARE REFERENCED FROM THE BUILDING DIMENSIONS AS SQUARE FOOTAGE SHOWN IS BASED ON GROUND LEVEL FLOOR ONLY.
6. NO ADJUSTMENT WAS MADE TO SHOW STREAM BUFFER.
7. FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED FROM THE TRIMBLE 580 TOTAL STATION...
8. THERE WAS NO OBSERVABLE EVIDENCE OF CERTAIN OR SUSAL GROUNDS ENCROACHING ON THE PROPERTY.
9. FROM THE 2008 MAP REBAR WITH YELLOW PLASTIC CAPS STAMPED RLS 2008.
10. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK ON GO.



BUILDING SKETCH NOT TO SCALE

SIGNIFICANT OBSERVATIONS

HERE WERE NO ENCROACHMENTS AT THE TIME OF THE SURVEY.

FLOOD NOTE: If you are plotting this property as being in a flood zone, please check the Flood Insurance Rate Map (FIRM) for the area. The Flood Insurance Rate Map (FIRM) is available at the Federal Emergency Management Agency (FEMA) website.

RECORD DESCRIPTION

PARCEL NO. 1: ALL THAT TRACT PARCEL OF LAND LING AND BEING AN UNDIVIDED LOT OF 113 OF THE 18TH STREET OF DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ED AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTH-EASTLY RIGHT-OF-WAY LINE OF EAST PONCE DE LEON AVENUE (A 100 FOOT RIGHT-OF-WAY) WITH THE EAST-EASTLY RIGHT-OF-WAY LINE OF BRIDGE STREET LANE (A 100 FOOT RIGHT-OF-WAY)...

SURVEYED DESCRIPTION

Being a tract parcel of land being and being in land lot 120, 18th Street, DeKalb County, Georgia and being more particularly described as follows: Beginning at a concrete monument found on the southeast corner of the intersection of E. Ponce De Leon Avenue (100' R.O.W.) and Bridge Street (100' R.O.W.), thence along the east right-of-way of Bridge Street North 23°28'10" West a distance of 25.84 to a 1/2" iron nail, stone mark on 21 1/2" x 1 1/2" x 1 1/2" concrete monument found on the southeast corner of the intersection of E. Ponce De Leon Avenue (100' R.O.W.) and Bridge Street (100' R.O.W.), thence along the east right-of-way of Bridge Street North 23°28'10" West a distance of 11.72 to a 1/2" iron nail, stone mark on the southeast corner of the intersection of E. Ponce De Leon Avenue (100' R.O.W.) and Bridge Street (100' R.O.W.), thence along the east right-of-way of Bridge Street North 23°28'10" West a distance of 139.76 to a 1/2" iron nail, stone mark on the southeast corner of the intersection of E. Ponce De Leon Avenue (100' R.O.W.) and Bridge Street (100' R.O.W.), thence along the east right-of-way of Bridge Street North 23°28'10" West a distance of 139.76 to the Point of Beginning.

ALTA/NPS LAND TITLE SURVEY

SURVEYOR'S CERTIFICATION: 4540 E. PONCE DE LEON AVE. BEING TAX PARCEL # 18 142 01 000 LAND LOT 120 - 18 TH STREET DEKALB COUNTY, GEORGIA. Includes EarthPro logo and contact information.

THIS BLOCK IS RESERVED FOR THE CLERK OF SUPERIOR COURT

BROCKETT ROAD
R/W VARIES (PUBLIC)

GINA DRIVE
(40' DRIVE EASEMENT)

0.613 ACRE
26,703 SQ. FT.

NF
URBAN RETAIL LLC
DB 2006, PG 21
TP# 18 142 01 089

NF
BIG JOHN'S CARWASH, INC. AND
JOHN CORN ENTERPRISES, INC
DB 8308, PG 233
TP# 18 142 01 107

10' SANITARY SEWER EASEMENT
DB 2008, PG 212

E. PONCE DE LEON AVENUE
100' R/W (PUBLIC)

ALT/NSPS LAND TITLE SURVEY

PREPARED FOR
4540 E. PONCE DE LEON AVE.

BEING TAX PARCEL # 18 142 01 089
LAND LOT 120 - 18TH DISTRICT
DEKALB COUNTY, GEORGIA



SURVEY PREPARED BY
EarthPro
LAND SURVEYING



7873 HIGHWAY 172
CORNER, GA 30089
OFFICE: 678-640-5550
FAX: 770-810-2510
EMAIL: info@earthprosurvey.com
GEORGIA PLS #1103
GEORGIA COLA LSP #000284

APPROVED

AP 3142968

DATE 5/17/2024

The Department is not responsible for any errors or omissions, by engineer or other design professional, on drawings or other documents prepared by the applicant.

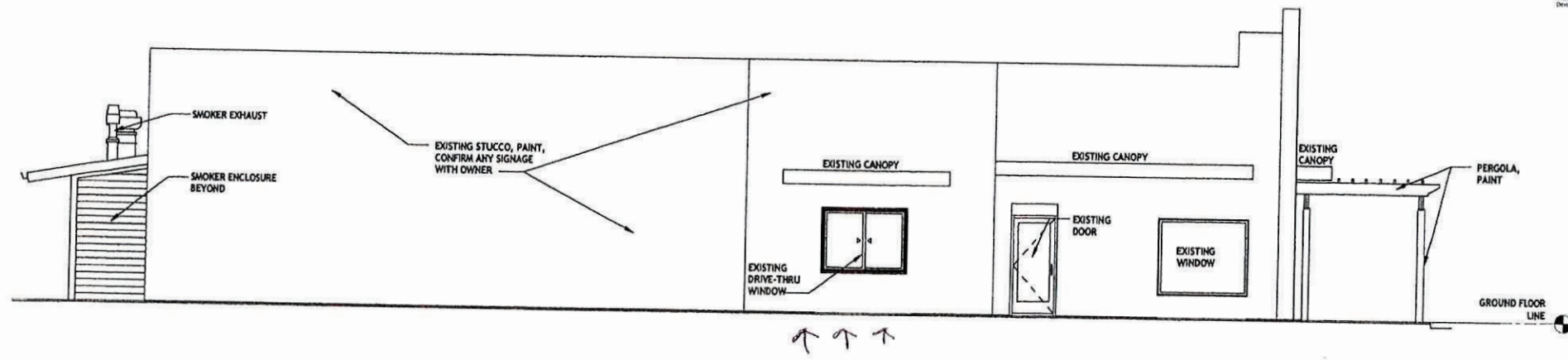
The issuance or granting of a permit shall not be construed to be a permit for an approval of any construction of any of the provisions of applicable laws or of any other ordinance of the jurisdiction. Persons commencing any work under the permit, or under the provisions of applicable laws or any other ordinance of the jurisdiction shall not be held liable for the issuance of a permit based on construction documents and other data shall not prevent the state official from requiring the construction of any.

Plumbing, Mechanical, Gas, and Electrical portions of these plans have not been reviewed for compliance with technical codes, and will be held unapproved for inspection.

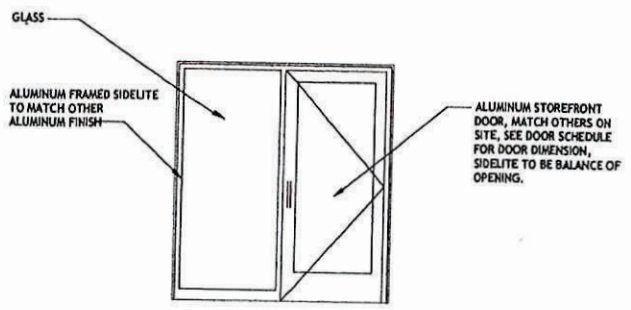
A set of these approved plans shall be kept on the premises at all times and shall not be modified or altered without authorization from DeKalb County Development Services.

154 Krog Street, #133
Atlanta, GA 30307
404-218-8460

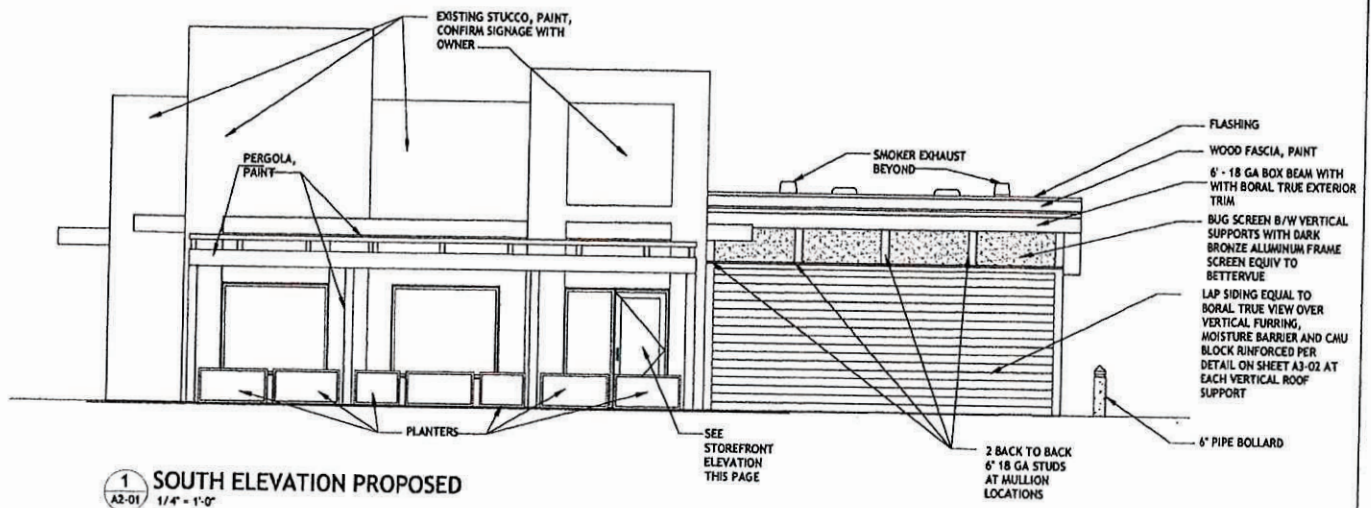
D B A
CLARKSTON
4540 E PONCE DE LEON AVE
CLARKSTON, GA 30021



2 WEST ELEVATION
A2-01 1/4" = 1'-0"



3 SOUTH STOREFRONT ELEVATION
A2-01 1/2" = 1'-0"



1 SOUTH ELEVATION PROPOSED
A2-01 1/4" = 1'-0"

REVISIONS:

No.	Description	Date

The drawing is the property of WRIGHT GARDNER ARCHITECT, LLC. It is not to be reproduced or further disseminated without the written consent of the architect. It is to be used only for the project and for the building described herein and shall not be used for any other project. It is to be returned upon request to the architect's office.

revisions:

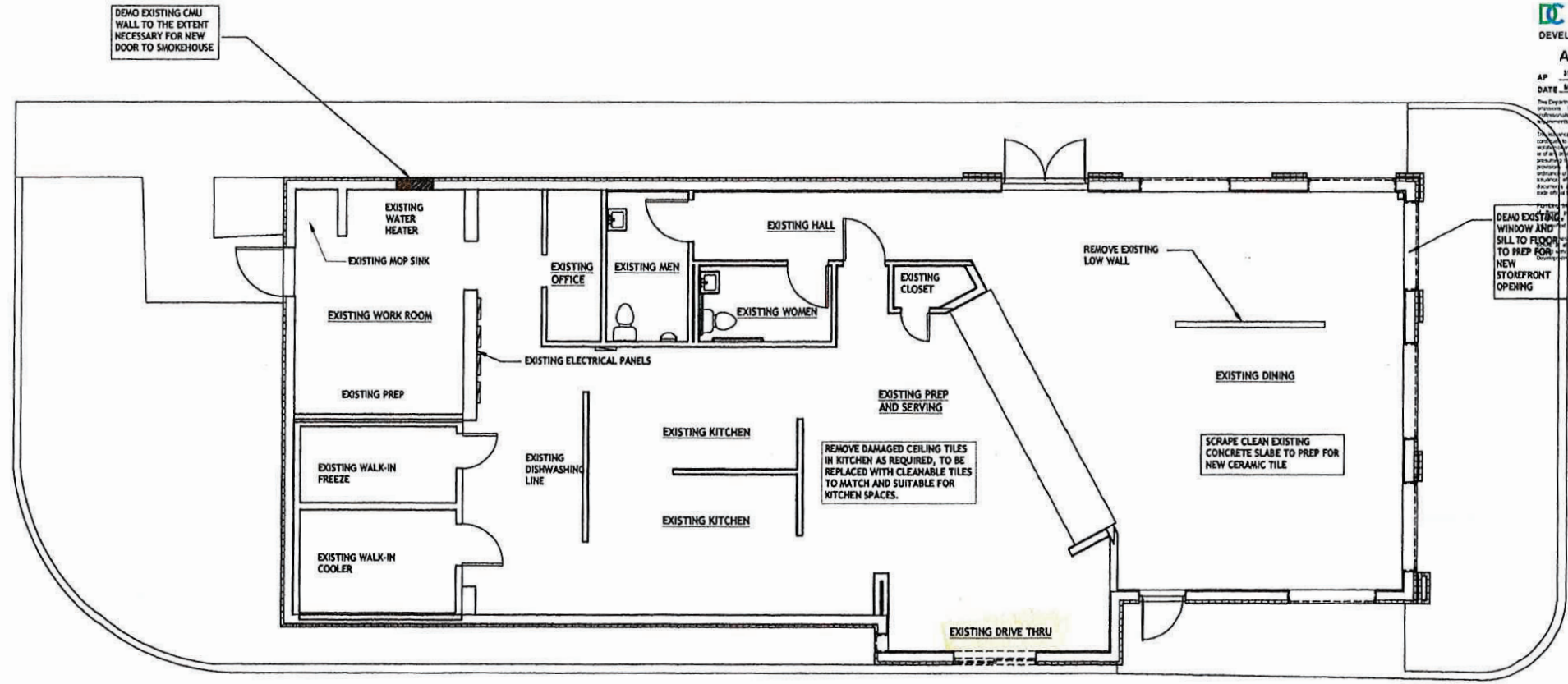
No.	Description	Date

Sheet Title:
EXTERIOR ELEVATIONS

Project Number: 13-010
Drawing Date: 11.28.2023
Scale: as noted

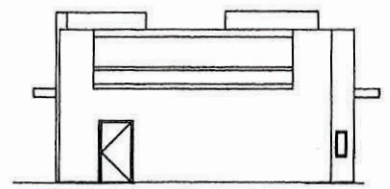
Sheet Number:
A2-01A

NOT ISSUED FOR CONSTRUCTION
 ISSUED FOR CONSTRUCTION

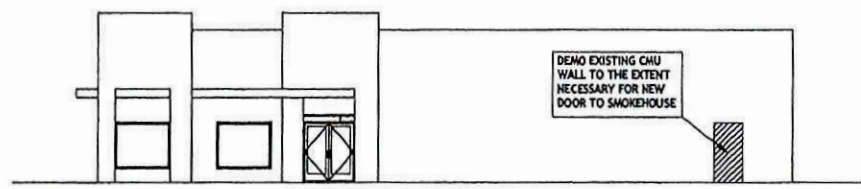


1 FLOOR PLAN - EXISTING/DEMO
A1.10 1/4" = 1'-0"

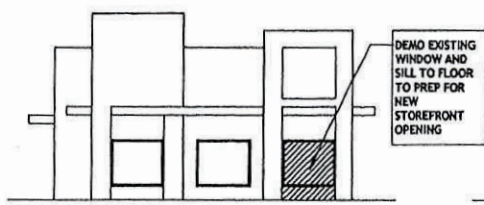
- DEMOLITION GENERAL NOTES**
1. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK AND ALERT ARCHITECT OF ANY INACCURATE INFORMATION THAT AFFECTS THE RENOVATION CLEARANCES AND DIMENSIONS.
 2. CONTRACTOR TO DEVELOP PLAN FOR SUPPORTING ANY ELEMENTS WHERE WALL IS BEING REMOVED AND BE RESPONSIBLE FOR MAINTAINING STRUCTURAL INTEGRITY UNTIL NEW SUPPORT IS IN PLACE
 3. SCRAPE SLAB CLEAN OF ALL DEBRIS AND PREPARE FOR NEW CERAMIC TILE IN PUBLIC AREAS AND EPOXY COATING IN THE KITCHEN, PREP AND SMOKER AREA.
 4. REMOVE ALL ABANDONED ELECTRICAL AND OTHER UTILITIES TO SOURCE THAT ARE NOT USED.
 5. IN KITCHEN AND BACK OF HOUSE REMOVE ALL DAMAGED CEILING TILES TO BE REPLACED WITH NEW CLEANABLE VINYL FACED OR STAINLESS AT HOOD.



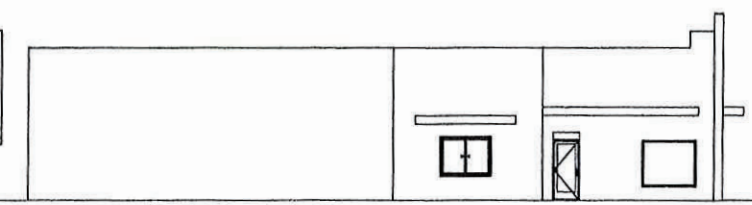
1 NORTH ELEVATION - EXISTING
A1.10 1/8" = 1'-0"



1 EAST ELEVATION - EXISTING
A1.10 1/8" = 1'-0"



1 SOUTH ELEVATION - EXISTING
A1.10 1/8" = 1'-0"



1 WEST ELEVATION - EXISTING
A1.10 1/8" = 1'-0"

Stamp:

This drawing is the property of WRIGHT GARDNER ARCHITECT, LLC. It is to be used only for the project and site identified on this drawing. It is not to be used for any other project or site without the written consent of WRIGHT GARDNER ARCHITECT, LLC.

Revision No.	Description	Date

D B A
CLARKSTON

APPROVED
AP 3142666
DATE 8/7/2024

This Department is not responsible for any errors or omissions by engineers or other design professionals, or for any other requirements of this project.

The issuance or granting of a permit shall not be construed to be a guarantee or approval of any condition of any of the provisions of applicable codes or of any other ordinance of the jurisdiction. It is the responsibility of the applicant to secure or cause the procurement of applicable codes or any other ordinance of the jurisdiction that will be valid at the time of a permit based on existing laws, ordinances, and other laws that may apply to the project. The applicant shall be responsible for obtaining all necessary permits, Mechanical, Gas, and Electrical before these plans have not been inspected for compliance with technical codes and will be field verified during inspection.

A set of these approved plans shall be kept at the jobsite at all times and shall not be modified or altered without authorization from DeKalb County Development Services.

154 Krog Street, #125
Atlanta, GA 30307
404-218-8460

D B A
CLARKSTON
4540 E PONCE DE LEON AVE
CLARKSTON, GA 30021

stamp:

The Project is the property of Wright Gardner Architects, LLC. It is not to be reproduced or altered in whole or in part. It is the property of the project and the applicant shall be responsible for its use and for the proper use of the project. It is the responsibility of the applicant to obtain all necessary permits and approvals required by the jurisdiction.

revisions

No.	Description	Date

sheet title:

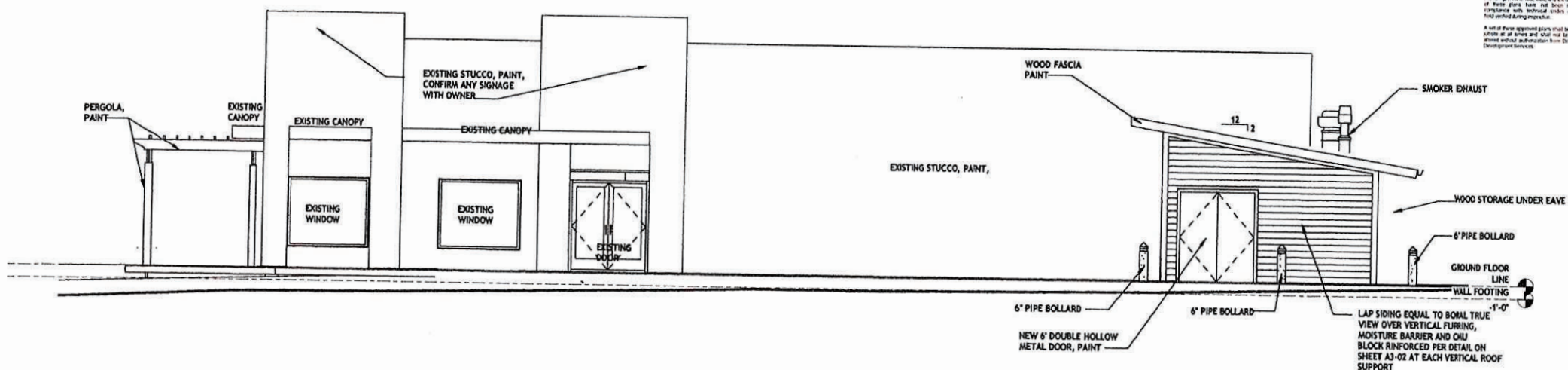
EXTERIOR ELEVATIONS

project number: 23-010
drawing date: 08.28.2023
scale: as noted

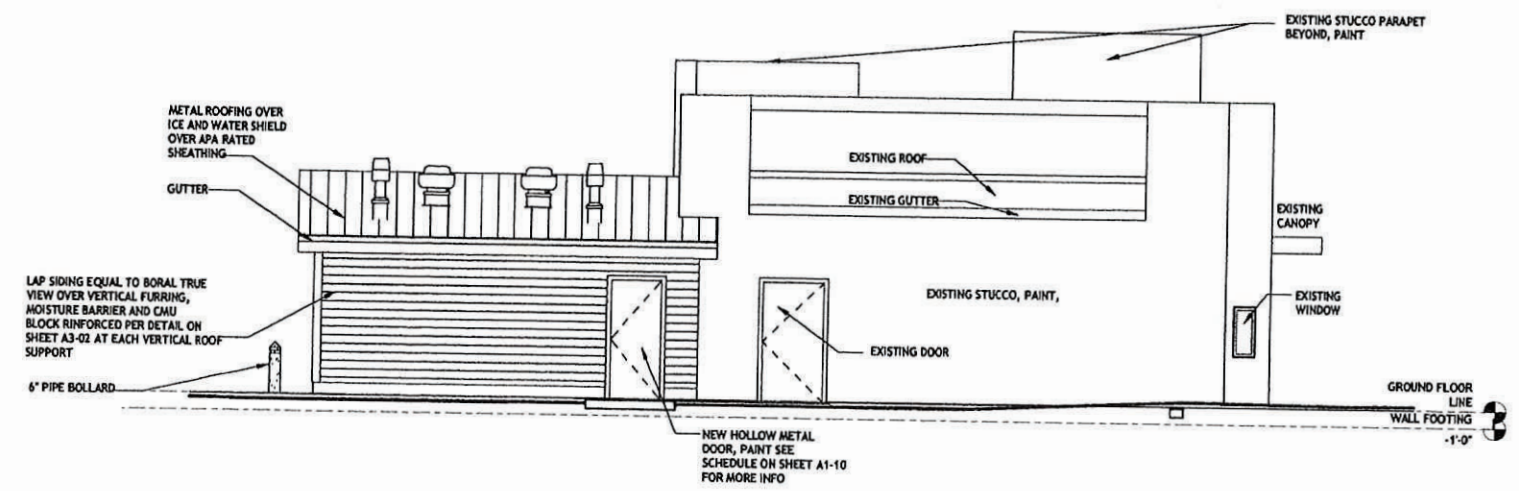
sheet number:

A2-02A

NOT ISSUED FOR CONSTRUCTION
 ISSUED FOR CONSTRUCTION



2 EAST ELEVATION
A2-02 1/4" = 1'-0"



1 NORTH ELEVATION PROPOSED
A2-02 1/4" = 1'-0"

The economics of a drive thru:

My restaurant only has 52 seats. Running a small business is hard. Operating a profitable restaurant is very difficult. Allowing the use of the existing drive thru brings in a lot of revenue.

On average, drive-thru sales account for about 60-70% of a fast-food restaurant's total revenue. This percentage can vary depending on the restaurant's location, brand, and menu offerings. Factors like ease of access, customer preference for convenience, and a restaurant's drive-thru efficiency can impact this percentage.

DBA is a fast-casual concept. For fast-casual concepts with a drive-thru, the percentage of sales typically ranges from 30-50%. This is generally lower than fast-food drive-thru sales, given that fast-casual establishments often focus more on in-store dining and a slower pace of service. However, the actual percentage can vary depending on the specific restaurant's location, menu, brand positioning, and customer base.

The drive thru will become my largest revenue stream. I appreciate your consideration.



CITY OF CLARKSTON

ITEM NO: 6F

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: MARCH 25, 2025

SUBJECT: Present to City Council and Mayor a change order to the Magnum Paving Resurfacing contract in the amount of \$187,071.88 for resurfacing three roads approved by the GDOT LMIG 2025 program and to be funded by the SPLOST II “bonded” projects

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 3

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: Present to Council and Mayor the cost benefits of utilizing the current unit prices in the Magnum Paving contract as opposed to advertising to-bid the relatively small resurfacing project.

NEED/ IMPACT: The cost savings utilizing the asphalt and milling unit prices in Magnum Paving’s contract will save the city approximately 30-40%.

Magnum Paving’s unit price for asphalt of \$120 per ton and \$2.68 per square yard will be 30-40% less than other asphalt paving contractors for a project of this size. It should be noted that Magnum’s pricing for asphalt and milling for the current \$1,000,000 contract was 10-15% less than the other bidders.

RECOMMENDATION:

Staff recommends that council approve of the change order in the amount of \$187,071.88 to be funded by the SPLOST II “bonded” program. Refer to the attached change order quote from Magnum Paving.

The 2025 LMIG projects approved by City Council and Mayor and submitted to GDOT in January included three (3) roads. Refer to the attached. The LMIG formula for the City of Clarkston in 2025 is \$112,384.11. The required 30% local match is \$33,715.23. The minimum contract required by GDOT is \$146,099.34.

The SPLOST II “bonded” program would fund \$74,687.77 (\$187,071.88 - \$112,384.11).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING A CHANGE ORDER TO THE MAGNUM PAVING RESURFACING CONTRACT FOR ADDITIONAL RESURFACING OF THREE ROADS.

* * * * *

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

Section 1. The City Council hereby approves a change order to the Magnum Paving Resurfacing contract for additional resurfacing of three roads approved by the GDOT - LMIG 2025 program in the amount of \$187,071.88 to be funded out of SPLOST II.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

2025 LMIG PROJECT REPORT

COUNTY / CITY City of Clarkston

ROAD NAME	BEGINNING	ENDING	LENGTH (feet)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Casa Drive	North End of Bridge	Dead End	415	Mill 2 inches and resurface 2 in. 12.5 mm superpave; 220 lbs/sy mix	\$28,260	October 2025
Rogers Street	Market Street	Dead End	1800	Mill 2 inches and resurface 2 in. 12.5 mm superpave; 220 lbs/ sy mix	\$122,814	October 2025
Smith Street	Jolly Street	North Indian Creek	720	Mill 2 inches and resurface 2 in. 12.5 mm superpave; 220 lbs/sy mix	\$49,621	October 2025
		TOTAL	2,520		\$200,695	
NOTE: Cost for traffic control/ mobilization/tack/paving fabric/milling/ etc included in each project						

NOTE: LMIG Formula Amount = \$112,384.11
 30% Match = \$33,715.23
 Min. Required Contract = \$146,099.34



CITY OF CLARKSTON

ITEM NO: 6G

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: MARCH 25, 2025

SUBJECT: Review/Discuss a resolution authorizing an Interlocal Agreement between the Dekalb County Housing Authority and the City of Clarkston for the joint provision of affordable housing services in the City of Clarkston.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO:
City Attorney, Stephen Quinn
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss a resolution authorizing an Interlocal Agreement between the Dekalb County Housing Authority and the City of Clarkston for the joint provision of affordable housing services in the City of Clarkston.

NEED/ IMPACT: To partner with the Dekalb County Housing Authority and provide residents with access to affordable housing and has established the “Clarkston Affordable Housing Trust” for the purpose of assisting qualified low to moderate income individuals with “purchasing, repairing and/or leasing eligible residential dwellings”.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE DEKALB COUNTY HOUSING AUTHORITY AND THE CITY OF CLARKSTON FOR THE JOINT PROVISION OF AFFORDABLE HOUSING SERVICES IN THE CITY OF CLARKSTON.

* * * * *

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

Section 1. That the City Council approves an Interlocal Agreement between the Dekalb County Housing Authority and the City of Clarkston for the joint provision of affordable housing services in the City of Clarkston. Clarkston is committed to providing residents with access to affordable housing and has established the “Clarkston Affordable Housing Trust” for the purpose of assisting qualified low to moderate income individuals with “purchasing, repairing and/or leasing eligible residential dwellings”.

Section 2. Clarkston has determined to partner with the Dekalb County Housing Authority in carrying out its mission within the incorporated area of Clarkston by facilitating increased access to quality affordable housing for qualified individuals, enhanced economic productivity, and improved quality of life for citizens of DeKalb County and Clarkston. A copy of said agreement is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF DEKALB, GEORGIA
AND THE CITY OF CLARKSTON, GEORGIA FOR THE PROVISION OF
AFFORDABLE HOUSING SERVICES IN THE CITY OF CLARKSTON, GEORGIA**

THIS AGREEMENT is made and entered into this _____ day of April, 2025 by and between **THE HOUSING AUTHORITY OF THE COUNTY OF DEKALB, GEORGIA**, a public body corporate and politic (hereinafter the "Authority"), and the **CITY OF CLARKSTON, GEORGIA** a municipal corporation of the State of Georgia (hereinafter "Clarkston").

WITNESSETH:

WHEREAS, the Authority is a duly organized and validly existing public body corporate and politic created under the Constitution and laws of the State of Georgia, particularly the provisions of the Housing Authorities Law of the State of Georgia (O.C.G.A. § 8-3-1, et seq.), as amended (the "Act"), and an activating resolution of the Commissioner of Roads and Revenues in and for the County of DeKalb, Georgia (the "County"), duly adopted on December 27, 1955; and

WHEREAS, the Authority was created for the purpose, inter alia, of enabling the providing of decent, safe and sanitary multifamily dwelling units for citizens of DeKalb County, Georgia with low or moderate income, and the Act empowers the Authority to provide funding for developing and promoting Housing projects, in furtherance of the public purpose for which it was created; and

WHEREAS, in furtherance of this mission, the Authority partners with community stakeholders to maximize limited resources, extend its reach in the community, and deliver cost-effective programs which assist clients with self-sufficiency and economic independence and delivering safe and affordable housing; and

WHEREAS, Clarkston likewise is committed to providing residents with access to affordable housing, and to that end, it has established the "Clarkston Affordable Housing Trust" (hereinafter the "Trust") for the purpose of assisting qualified low to moderate income individuals with "purchasing, repairing and/or leasing eligible residential dwellings"; and

WHEREAS, Clarkston has determined to partner with the Authority in carrying out its mission within the incorporated area of Clarkston by facilitating increased access to quality affordable housing for qualified individuals, enhanced economic productivity, and improved quality of life for citizens of DeKalb County and Clarkston; and

WHEREAS, Clarkston desires to work collaboratively with the Authority to enhance and provide increased access to affordable housing options within the municipal limits of the City of Clarkston, Georgia and the Trust will further this effort; and

WHEREAS, the Housing Authorities Law of the State of Georgia provides that the Authority's area of operation includes the incorporated areas of DeKalb County and the Authority may undertake activities within the boundaries of a city with the formal consent of that city's

governing body, which Clarkston has previously approved with respect to the Avalon on Montreal project owned by the Authority (the “Avalon Project”); and

WHEREAS, Clarkston is authorized and desires to enter into this Agreement with the Authority under Georgia law, specifically including the following: Article IX, Section II, Paragraph II; Article IX, Section III, Paragraph I; and Article IX, Section IV, Paragraph II of the Constitution of the State of Georgia, to further promote affordable housing in Clarkston.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the Authority and Clarkston enter into this Agreement under the terms as follows:

Section 1. Scope of Services

A. Trust Contributions. The Authority shall contribute Ninety Thousand Dollars (\$90,000.00) annually to the Trust (hereinafter “Trust Funds”) in the manner provided in Section 5 hereof, to assist in facilitating safe and affordable housing in Clarkston, including in connection with the Avalon Project.

B. Use of Trust Funds. Clarkston shall use the Trust Funds exclusively for the purposes contemplated by the terms and conditions of the Irrevocable Trust Agreement attached hereto as Exhibit “A” (hereinafter the “Trust Agreement”). All Trust Funds shall be used to assist with affordable housing for the benefit of low to moderate income residents of the City of Clarkston, DeKalb County, Georgia, as so determined by Clarkston in its sole trust administration provided in subparagraph C below.

C. Trust Administration. The Authority shall have no authority or responsibility related to the investment, management, or administration of the Trust, including but not limited to the disbursement of Trust Funds to qualified low to moderate income individuals. The Authority shall be held harmless and indemnified by Clarkston and not incur any liability, damages, losses, or costs and expenses whatsoever, including litigation, as a result of the Trust Funds and the use thereof by Clarkston under the Trust Agreement, which shall be under the full control of Clarkston and its sole obligation and responsibility. The Trust shall be 100% managed and administered by Clarkston, as sole Trustee, in accordance with the terms and conditions of the Trust Agreement.

D. Reporting. Upon written request by the Authority, Clarkston shall provide a report to the Authority describing the status of the Trust and all disbursements of Trust Funds during the preceding twelve (12) month period and the financial condition of the Trust. For the avoidance of doubt, this is a courtesy extended to the Authority and shall not be an obligation of the Authority to request any reporting related to the Trust.

Section 2. Representations and Mutual Covenants

A. Authority Representations. The Authority, on its own behalf, makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement. The Authority is a public body corporate and politic duly created and

currently existing under the Laws of the State of Georgia and is duly authorized to execute, deliver and perform this Agreement. This Agreement is a valid, binding, and enforceable obligation of the Authority, subject to the exercise of judicial discretion in accordance with general principles of equity, and bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable.

B. Clarkston Representations. Clarkston, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement. Clarkston is a municipal corporation duly created and organized under the laws of the State of Georgia. The governing authority of Clarkston is duly authorized to execute, deliver and perform this Agreement. This Agreement is a valid, binding, and enforceable obligation of Clarkston. Clarkston is located entirely within the geographic boundaries of DeKalb County.

Section 3. Effective Date and Term of Agreement

This Agreement shall become effective and commence upon the date of its execution by the parties hereto and shall terminate on December 31, 2040.

Section 4. Separate Account; No Commingling.

Clarkston has established a special fund designated as the Clarkston Affordable Housing Assistance Trust Fund, which shall serve as a depository and custodian of all payments received by Clarkston pursuant to this Intergovernmental Agreement. All payments pursuant to this Agreement shall be used exclusively for the purposes detailed in the Trust Agreement and shall not be commingled with other city funds.

Section 5. Payment of Trust Funds by the Authority

The Authority shall make annual payments in the amount of Ninety Thousand Dollars (\$90,000.00) to the Trust, commencing October 1, 2025, and each year thereafter until the termination of this Agreement as provided in Section 3 hereof. Clarkston shall provide the Authority with written wire or other payment instruction as to the account information for payment of Trust Funds. Clarkston may update such account information by written notice to the Authority by an Authorized Representative as provided in Section 12 below.

Section 6. Entire Agreement

This Agreement constitutes all of the understandings and agreements existing between the parties hereto related to the Trust described herein. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the Trust. No representations oral or written not incorporated in this Agreement shall be binding upon the parties.

Section 7. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed

by the parties hereto.

Section 8. Severability, Non-Waiver, Applicable Law, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 9. Dispute Resolution

A. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

B. Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three (3) arbitrators. Where the claim is to be heard by a single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the Parties are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least ten (10) years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three (3) arbitrators, selection shall occur as follows. Within fifteen (15) days after the commencement of arbitration, Clarkston shall select one (1) person to act as arbitrator and the Authority shall select one (1) person to act as an arbitrator. The two (2) selected arbitrators shall then select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.

C. The arbitration shall be governed by the laws of the State of Georgia. The standard provisions of the Commercial Rules shall apply. Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14. The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

**HOUSING AUTHORITY OF
THE COUNTY OF DEKALB, GEORGIA**

CITY OF CLARKSTON, GEORGIA

_____(SEAL)
Chair, Carleen Cumberbatch

_____(SEAL)
Mayor Beverly H. Burks

ATTEST:

ATTEST:

Eugene P. Walker, Jr.
Secretary

City Clerk, Tomika R. Mitchell

APPROVED AS TO FORM:

City Attorney Stephen Quinn

Commented [GW2]: Please clean up the signature page. Probably signatures should not be parallel because they are running in to each other. Just place them vertically one behind the other.



CITY OF CLARKSTON

ITEM NO: 6H

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Discussion

MEETING DATE: MARCH 25, 2025

SUBJECT: Discuss establishing a truck route ordinance.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Councilmember Mark Perkins
PHONE NUMBER: 404-296-6489

PURPOSE: To prevent future damage to infrastructure and public nuisance by banning trucks and trailers of a certain size from traveling in residential neighborhoods, allow for fines when violations occur, and to provide for signage to warn drivers to find another route. If desired, special permits may be allowed for instances such as deliveries or construction.

NEED/ IMPACT: There have been multiple instances of semi-trucks driving down residential streets with trailers attached. These trucks pose a risk to electric and telecommunication infrastructure, as well as public safety, as the height of the attached trailers is not always low enough to clear power and telecommunication lines. This has resulted in downed lines and power, phone, and internet outages to several areas.

Currently, the city code addresses commercial vehicle parking (Ch 18 Section 18-6), the damage of streets (Ch 18 Section 18-15 (d)), the parking of heavy vehicles at night (Ch 18 Section 18-21), and the parking of tractor-trailers (Ch 18 Section 18-25). It does not, however, address large vehicles or trailers travelling in residential neighborhoods.

RECOMMENDATION: N/A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 18 OF THE CODE, REGARDING RESTRICTIONS ON TYPE OF TRANSPORTATION, TO CREATE DESIGNATED ROUTES FOR SEMI-TRAILERS AND OTHER RESTRICTED VEHICLES.

WHEREAS, the City Council has determined that the unrestricted travel of heavy commercial vehicles presents a threat to infrastructure and public safety.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 18 of the City's Code of Ordinances, concerning the designation of specific routes for restricted vehicles within the City of Clarkston, be amended as follows:

Section 1.

New Code Section 18-16 is hereby adopted, to read as follows:

“Sec. 18-16. Designated Routes for Restricted Vehicles.

(a) Definitions. ‘Restricted Vehicle’ means any commercial vehicle, semi-trailer, trailer, or truck heavier than 26,000 pounds.

Commented [SQ1]: I believe Larry had a more detailed definition of these trucks.

(b) Routes Designated.

Commented [SQ2]: Since the original issue was these trucks being too tall, we may want to address height as well as weight. An empty truck will still pull down wires if it is too tall.

- (1) Routes shall not be restricted alongside any portion of a street that is exclusively within the jurisdiction of another city on both sides.
- (2) Appropriate signs shall be erected indicating the streets that have been designated by ordinance as an official truck routes. Such signs shall meet the requirements of state law and all applicable regulations and shall read "TRUCK ROUTES" in letters not less than four inches in height. Signs shall be posted at all intersections of designated truck routes within the boundary of the city, at off-ramps from the Interstate 285 freeway, and at any intersection where a turning movement is necessary on a designated truck route.
- (3) The following streets and portions of streets, as identified on the map and charts below, are hereby established as designated truck routes and restricted routes:

[MAP TO BE INSERTED UPON ADOPTION]

Minor Arterials

Corridor	From	To
East Ponce de Leon Ave	I 285	Idlewood Rd
Church Street	N Decatur Rd	Pounds Ln
Montreal Road E	East Ponce de Leon Ave	Hwy 78

North Indian Creek Dr	Jamieson Pl	Montreal Rd E
Brockett Rd	East Ponce de Leon Ave	Hwy 78

Collectors

Corridor	From	To
Northern Ave	I 285	Idlewood Rd
Norman Rd	Church St	Nielsen Dr

Commented [SQ3]: I believe Larry recommended not allowing these trucks on collectors and other smaller streets

Other

Corridor	From	To
Glendale Rd	Gibbons Ln	East Ponce de Leon Ave
Park North Blvd	Church St	n/a
Market St	N Indian Creek Dr	East Ponce de Leon Ave
Vaughan St	Hill St	Montreal Rd E
Hill St	N Indian Creek Dr	E Ponce de Leon Ave

(c) *Prohibition on restricted vehicles travelling off designated routes.* When truck routes are established pursuant to this chapter and designated by appropriate signs, the operator of any restricted vehicle shall drive said vehicle only on such routes and none other except for the following:

- (1) When truck routes are established pursuant to this chapter and designated by appropriate signs, the operator of any restricted vehicle shall drive said vehicle only on such routes and none other except for the following:
 - a. Restricted vehicles coming from a truck route having ingress and egress by direct routes to and from a restricted street when necessary for the purpose of providing a direct service requiring the utilization of such vehicles or making pickups and deliveries of goods, wares and merchandise from or to any building or structure located on the restricted street or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon the restricted street for which a building permit has previously been obtained;
 - b. Restricted vehicles leaving or returning to its customary storage location at the owner or operator's personal residence, or a commercial or industrial location in the city, provided the most direct routes to and from a designated truck route is utilized.
 - c. Vehicles as may be reasonably necessary:
 - i. For the operation of authorized emergency vehicles or as otherwise necessary when an emergency has been declared by public officials or public act;
 - ii. For the purpose of transporting farm or ranch supplies, produce, or animals to and from ranches or farms situated along a street otherwise forbidden to be used by such vehicles,

Commented [SQ4]: Do we really want to allow this? If so, maybe allow the cab only and not the container?

Commented [SQ5]: Does Clarkston have any farms or ranches operating at this scale?

d. If a delivery or pickup is to be made by a restricted vehicle within any area that is not on a designated truck routes; such delivery or pickup shall not be made between the hours of 7:00 a.m. and 7:00 p.m.

(e) *Penalties.* Violation of this code section is punishable as follows: \$500.00 for the first offense, \$750.00 for the second offense, and \$1,000.00 for each additional offense.”

Section 2.

This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this ____ day of _____, 2025.

ATTEST:

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

Tomika R. Mitchell, City Clerk





Mayor Beverly H. Burks

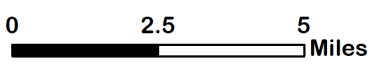
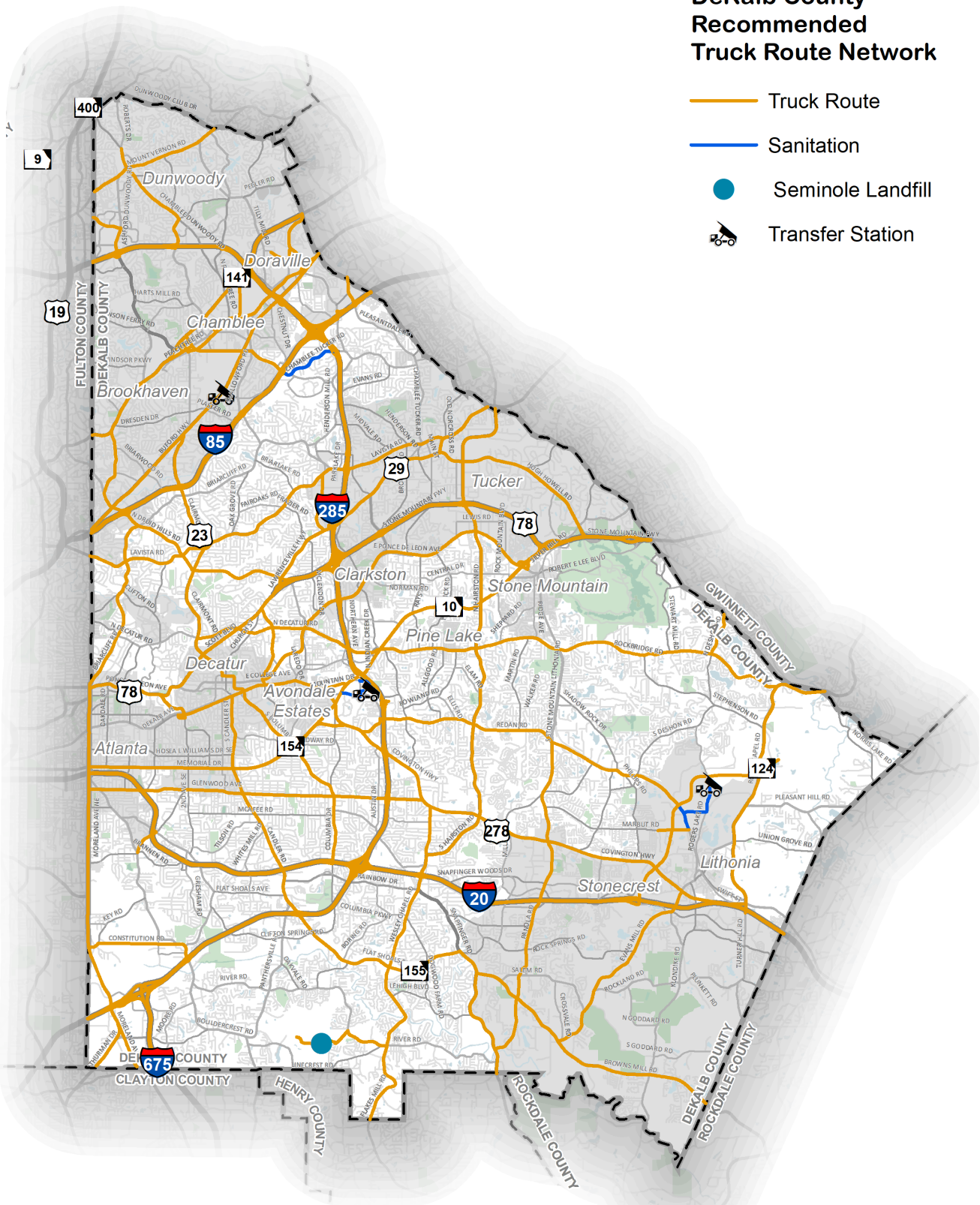
Approved as to Form

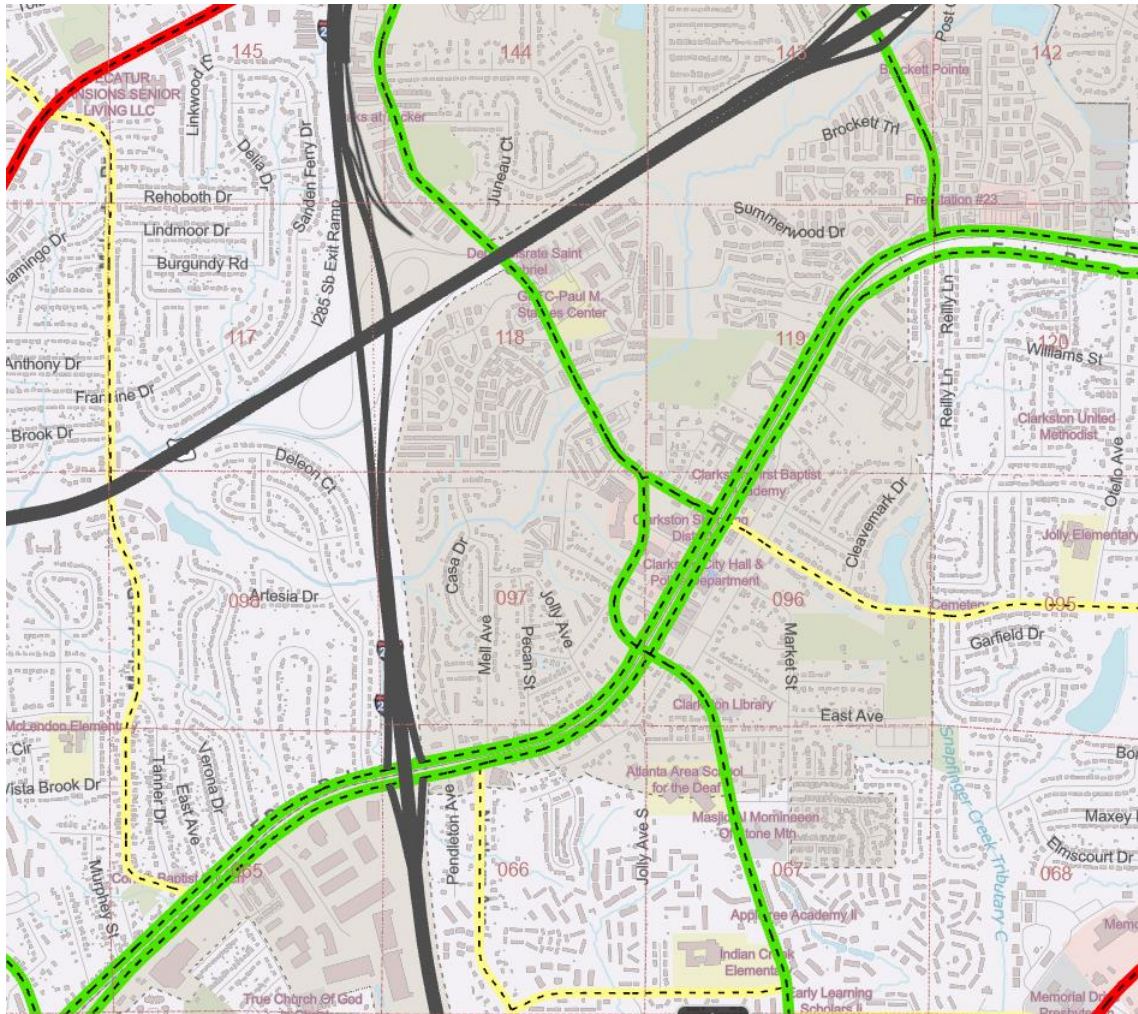
Stephen G. Quim, City Attorney

06 – SURFACE TRANSPORTATION POLICY RECOMMENDATIONS


DeKalb County Recommended Truck Route Network

-  Truck Route
-  Sanitation
-  Seminole Landfill
-  Transfer Station





Road Classifications

-  Freeway
-  Ramp
-  Major Arterial
-  Minor Arterial
-  Collector

Minor Arterial – Church Street, East Ponce de Leon Avenue, N Indian Creek Drive, Montreal Road, and Brockett Road

Collector – Norman Road and Northern Avenue

Road connecting to Industrial zoned properties – Glendale Road, Park North Boulevard, and Woodland Avenue

Downtown – Market Street from East Ponce de Leon to North Indian Creek Drive



CITY OF CLARKSTON

ITEM NO: 61

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: March 25, 2025

SUBJECT: To discuss requiring the city to have an option to receive all payments electronically, and to have an option to make all payments electronically by July 1, 2025.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Councilmember James Carroll
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss requiring the City to have the option to make and receive all payments electronically by July 1, 2025.

NEED/ IMPACT: Currently, the City requires at least some payments to be made by check, and makes many payments by mailing checks. This causes delays in making and receiving payments, and several businesses have complained to me that there is not an electronic option to make some payments, which in at least one case has held up receipt of bond payments. Therefore, I recommend that the City be required to have an electronic option to make and receive all payments by July 1, 2025. This will give staff time to set up electronic payment systems.

RECOMMENDATION: N/A.