

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

Mayor Beverly Burks

Councilmembers:

Jamie Carroll Laura Hopkins Awet Eyasu Y'Terenickia Bell Debra Johnson Susan Hood Shawanna Qawiy, City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, January 3, 2023 - 7:00PM ZOOM

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

- **A.** To discuss awarding Russell Landscaping the Right-of-Way Maintenance and Landscape Services Project in the amount of \$242,022.
- **B.** To introduce the new Planning/Economic and Development Manager, Katherine Hernandez.

5. OLD BUSINESS

A. To discuss the 2023 LMIG Proposed Projects.

6. NEW BUSINESS

- **A.** A discussion by the Mayor and City Council to consider amending the zoning map to rezone the properties located at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 004), 600 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from I- Light Industrial to NR-CD Neighborhood Residential Community Development District.
- **B.** To discuss selecting a Vice-Mayor.
- **C.** To discuss reappointing the City Attorney.
- **D.** To discuss a resolution authorizing the reappointment of the Municipal Court Judge.
- **E.** To discuss a resolution authorizing the recommendation by the Municipal Court Judge to appoint a Solicitor.
- **F.** To discuss a resolution authorizing the reappointment of the Auditor.
- **G.** To discuss appointing Councilmembers to the Standing Advisory Committees: Public Safety and Legal Committee; Transportation and Environment Committee; Housing and Infrastructure Committee; Community Development and Civic Innovation Committee; Business and Economic Development Committee; and Equality, Inclusion, and Opportunity Committee.
- H. To discuss the Mayor, Council, and Staff Retreat.



7. EXECUTIVE SESSION

8. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, January 3, 2023. The public may participate in the meeting by using the following information below:

https://us02web.zoom.us/j/82033615205?pwd=dlVzRDhWZU5xMHlpbXkweFdxVWtYdz09

Dial by your location

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

Meeting ID: 820 3361 5205

Find your local number: https://us02web.zoom.us/u/keECPhMU9J

CITY OF CLARKSTON

ITEM NO: 4A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: January 3, 2023

SUBJECT: To review and discuss the Right-of-Way Maintenance and Landscape Services.

DEPARTMENT: CITY ADMINISTRATION	PUBLIC HEARING: □YES ☒ NO
ATTACHMENT: □YES □NO Pages:	INFORMATION CONTACT: Shawanna Qawiy, City Manager PHONE NUMBER: 404-296-6489

<u>PURPOSE</u>: To review and discuss the two (2) fee proposals that were received November 2022 from Kitson's Landscaping and Russell Landscaping for the Right-of-Way Maintenance and Landscape Services for the City.

<u>NEED/ IMPACT</u>: Based on current unit prices for other projects in the Atlanta area for similar work tasks, staff estimated the cost of work to be in the range of \$250,000 to \$325,000.

RECOMMENDATION: Russell Landscaping is the low bidder, has met all the bid requirements and is lower than the staff's estimated cost of the work prepared prior to bid advertising. Russell Landscaping is recommended to perform the work as outlined in the RFP.

two fee proposals that were received on November 22nd. 2022; Kitson's Landscaping and Russell Landscaping.

MEMO

RIGHT-OF-WAY MAINTENANCE AND LANDSCAPE SERVICES

<u>Background</u>: Two fee proposals were received on November 22nd. 2022; Kitson's Landscaping and Russell Landscaping

Staff Estimated Cost of Work:

Prior to advertising for the project, staff prepared a cost estimate to ensure bid amounts were reasonable. Based on current unit prices for other projects in the Atlanta area for similar work tasks, staff estimated the cost of work to be in the range of \$250,000 to \$325,000.

Required Bid Submittal Documents: Both firms submitted the required documents as outlined in the bid tabulation.

<u>Post Bid Submittal Review of Documents</u>: As with all bids, a detailed analysis of the submittal documents was performed after the bids were submitted to ensure compliance with the RFP requirements. This analysis resulted in the following analysis:

- Russell Landscaping
 - (a) Met all experience requirements with work performed on local/state/federal right-of-way's
 - (b) Met all bid document submittals
 - (c) Bid Price \$242,022
- Kitson's Landscaping
 - (a) Did not meet the local/state/federal government right-of-way experience requirements as set forth in the RFP
 - (b) Omitted the Payment & Performance Bond dollar amount in the bid (Table A-2)
 - (c) Omitted the "written" description of the dollar bid amount
 - (d) Omitted the cost for herbicide and fertilizer treatments
 - (e) The addition of (a) and (d) will increase the submitted bid amount final bid amount TBD
 - (f) Bid price \$348,684

Recommendation

Russell Landscaping is the low bidder, has met all the bid requirements and is lower than the staff's estimated cost of the work prepared prior to bid advertising.

Russell Landscaping is recommended to perform the work as outlined in the RFP



INVITATION-TO-BID "RIGHT-OF-WAY MOWING & LANDSCAPE MAINTENANCE SERVICES"

Date of Invitation-to-Bid Release: October 18th, 2022

Bids Due: November 22nd, 2022; 4:00 PM

Submit Bids To: Rodney Beck

Public Works Director City of Clarkston 1055 Rowland Street Clarkston, Georgia 30021 Monday-Friday; 9:00 am to 4:00 pm

Direct Questions To: Rodney Beck

rbeck@cityofclarkston.com

(No phone calls shall be made to Mr. Beck All questions shall be emailed)

Right of Way (ROW) Mowing & Landscape Maintenance Services

INVITATION TO BID - City of Clarkston 2022

October 18th, 2022

The City of Clarkston is accepting bids from qualified vendors for Right-of-Way Mowing and Landscape Maintenance Services. The selected Contractor shall provide all labor, materials, equipment and related services necessary in the performance of this Invitation-to-Bid (ITB). Right-of-Way Mowing and Landscape Maintenance Services is generally described as mowing, weed control, hardscape cleanup of gutters and sidewalks and related flat surfaces, tree pruning, sidewalk edging, trash pickup and related work tasks as described in the Invitation-to-Bid (ITB).

Bids will be received until 4:00 PM local time on November 22nd, 2022 by the City of Clarkston at the following address;

Clarkston City Hall Annex <u>ATTN</u>: Rodney Beck, Director of Public Works 1055 Rowland Street Clarkston, Ga. 30021 Monday-Friday; 9:00 am to 4:00 pm

Monday thru Friday from 9:00 AM to 4:00 PM; <u>ATTENTION</u>: City of Clarkston, c/o Rodney Beck; Public Works Director. Late bids will not be considered nor returned.

A non-mandatory pre-submission meeting will be held on November 2nd, 2022 at 2:00 PM at 1055 Rowland Street Clarkston, Georgia 30021 (Clarkston City Hall Annex). <u>All potential bidders are strongly encouraged</u> to attend.

Bids may be submitted by mail, common carrier, or delivered in person. Electronic (fax or e-mail) bids are <u>not</u> acceptable. All bids must be received at or prior to the time specified. Bids will be opened by the City of Clarkston Public Works Director. Bidders and their agents are invited to attend. Bid amounts will be read aloud after the bid opening. Bids are not final until which time the Director and/or City Manager reviews the entire bid submittal package and ensures all bid requirements are met. The selection of the firm will be based on the lowest, most responsive and qualified bidder.

Payment will be made on a monthly basis for work performed the previous month. Invoices to be paid within 30 days after approval by the City of Clarkston.

Each bidder shall submit with the bid either a <u>bid bond</u>, <u>certified check or cashier's check</u> in the amount of five percent (5%) of the total bid, made payable to the City of Clarkston.

The Bidding Documents and Specifications are <u>only</u> available for review and download at the follow web site: https://www.clarkstonga.gov/

Addendum (if applicable) and other project bid information will <u>only</u> be available on this web site. All questions regarding the bid documents shall be made via email to Rodney Beck at <u>rbeck@cityofclarkston.com</u>. The deadline to submit questions to Mr. Beck is no later than 3:00 PM (local time), November 14th, 2022 (Monday). The City of Clarkston will post "Response to Questions and/or Addenda", if applicable, on the City of Clarkston web site no later than 3:00 PM, November 15th, 2022 (Tuesday).

Bids may not be withdrawn for sixty (60) days after the time and date set for bid opening. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate. Award will be made to the vendor (s) based on a ranking criteria as outlined in the RFP document. The City of Clarkston reserves the right to reject any or all bids, to waive technicalities and to make an award (s) as deemed in its best interest. The written bid documents supersede any verbal or written prior communications between the parties.

The selected bidder must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression

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SECTION 1 INTRODUCTION AND BACKGROUND

The City of Clarkston is seeking sealed Bids from qualified firms to provide right-of-way mowing and related landscape maintenance services on specific city street segments and federal interstate right-of-way.

The City of Clarkston's intent with this project is to procure the services of a contractor that will provide superior service and workmanship in accomplishing the tasks outlined in this ITB. The visual appearance of the city right-of-way includes landscaping and beautification, cleanup and overall attention to detail in the cleanup process. This visual appearance of the City has been identified as the #1 priority by the Clarkston City Council. The City of Clarkston desires to enhance the services and tasks currently being provided by the Public Works Department. This will be accomplished by procuring the services of a highly skilled and conscientious landscape and maintenance contractor with appropriate experience to perform right-of-way mowing, landscape maintenance and related services. The visual appeal of the City is critical in attracting new businesses while maintaining the existing business within the City boundaries.

The frequency and type of tasks performed on each specified street is identified on the attached maps and spreadsheets.

The Public Works Director will have the flexibility to modify the project scope; specifically frequency's and/or estimated quantities identified in the spreadsheet work scope. If the frequencies and/or estimated quantities are exceeded, the contractor and the Director will negotiate a fee based on the Lump Sum fees in the contract.

SECTION 2 PROPOSER'S SPECIAL INSTRUCTIONS

A. SCHEDULE OF EVENTS

RFP Anticipated Issuance Date	October 18th, 2022
Non-Mandatory Pre-Submission Conference	November 2 nd , 2022; 2:00 PM
Deadline for Submission of Questions to City	November 14 th , 2022; 3:00 PM
Final Addendum (if applicable) Issued posted by City	November 15 th , 2022; 3:00 PM
Bid Due Date & Bid opening	November 22 nd , 2022; 4:00 PM
Interviews, if requested	November 28 th – 30 th , 2022
Assessment of Bid	December 1st, 2022
Presentation of Low Bid Firm to Council	December 2022
Anticipated Start Date	January 2023
Completion Date (contract duration)	January 1st, 2024

NOTE: The City of Clarkston reserves the right to modify this schedule at the City's discretion

B. LOCAL GOVERNMENT MOWING EXPERIENCE

Prospective bidders must have experience working within local, state and/or federal highway right-of-way. This experience shall include work tasks performed under the direction of a city or county government.

Insurance coverage meeting or exceeding GDOT requirements must also be provided for work undertaken on the interstate right-of-way. Contractors (or subcontractors) not meeting these minimum state requirements will not be considered qualified bidders and the respective bid packages will not be reviewed by the Director. Contractors must also be able to provide a 100% payment & performance bond to the GDOT for work within state ROW (I-285 Exit Ramp @ Church Street).

C. **GENERAL**

By submitting a Bid, the Proposer certifies that the Bid has been arrived at independently and has been submitted without any collusion designed to limit competition.

D. **BID SUBMITTAL**

The Bid and all amendments must be signed and submitted no later than 4:00 p.m., November 9th, 2022 to the address below. Each Bid must be submitted in a sealed package with the outside of the package identified with Bid title as shown below. Within the sealed package, bidders shall include a <u>SEPARATE</u> sealed individual envelope for the Technical Approach and for the Price (see section 4 for descriptions). A total of three (3) originals of the Technical and Cost Bids are to be submitted.

REQUEST FOR BID

Right of Way Mowing & Landscape Maintenance Services
City of Clarkston

Due Date: November 22nd, 2022 at 4:00 PM

C/o Rodney Beck Public Works Director City of Clarkston 1055 Rowland Street Clarkston, Georgia 30021

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that Bids are received prior to the stated closing time. The City of Clarkston shall not be responsible for the proper identification and handling of any Bids submitted incorrectly. Late Bids, late modification or late withdrawals shall not be considered accepted after the stated bid date and time.

No Bid will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) Bids will not be accepted nor will any Bid be accepted after the stated due date and time. Any Bid received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

The City of Clarkston may reject any Bid not in compliance with all prescribed bidding procedures and requirements and may reject for good cause any or all Bids upon a finding of the City of Clarkston if it is in the interest of the business owners and public to do so.

The City may choose to select any work tasks of the Bid or the entire submittal in the best interest of the City.

E. <u>BID SUBMISSION AND SIGNING</u>

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Bid, etc.) must be submitted with the Bid and in the required format. The submission and signing of a Bid shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. <u>COST OF PREPARING A BID</u> The RFP does not commit the City of Clarkston to paying any costs incurred by Proposer in the submission or presentation of a Bid, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project Bid shall be directed to Rodney Beck If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers by the date identified in the Schedule of Events table. If an addendum is necessary after that time, the City of Clarkston at its discretion can extend the closing date. <u>Any Addendum issued</u>, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addendum" with the Bid as described herein. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. FEDERAL TAX ID AND E-VERIFY DOCUMENTS REQUIRED

A federal EIN number and E-verify documentation must be completed and submitted with the bid package.

- I. <u>CITY OF CLARKSTON PROJECT MANAGER</u> The City of Clarkston's Project Manager for this work will be Public Works Director Rodney Beck and/or Assistant Director Marcus Seaton.
- J. <u>**BID VALIDITY PERIOD**</u> Each Bid shall be irrevocable for a period of sixty (60) days from the Bid Opening Date.
- K. <u>TERM OF CONTRACT</u> The term of the contract shall be a period of twelve (12) months from the date of NTP issuance and may be extended one (1) or more additional year if both parties concur.

L. **TERMINATION**

The contract may be terminated by the City of Clarkston at its sole discretion with a 14 day written notice. Written notice may also take the form of an email. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

M. NON-COLLUSION AND "NO CONTACT"

Proposer certifies that this Bid had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition. A Non-Collusion Affidavit is included in this RFP and all submittals must include a completed Affidavit.

No firm, proposer or other interested parties associated with a potential bidder shall make contact with any City Council member or Mayor including the City Manager or city consultants regarding this RFP; except as noted in this RFP. Such contact may be considered as grounds for dismissal as a qualified bidder.

N. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City of Clarkston.

O. <u>BIDDER PREPARATION OF BID SUBMITTAL</u>

- The bidder shall be responsible for examining the work sites and be familiar with the work scope required at each site
- The areas identified on the Project Area Maps (Exhibit A) are to be used for bidding purposes only. The areas and project limits are approximate only and should be verified by the prospective bidders. The City of Clarkston boundaries are included in this bid package. Care must be taken to understand the scope of work within the boundaries.

P. **CONTRACTOR GENERAL RESPONSIBILITIES**

- The Contractor shall complete a work sheet identifying work accomplished when monthly invoice is submitted. The work sheet shall identify any issues encountered during the mowing operation. The City of Clarkston will prepare this work sheet.
- Notify the Director or Assistant Director of the City of Clarkston for approval prior to performing work that was not identified in the ITB or negotiated work scope.
- The Contractor will consult with the Director or Assistant Director for approval prior to any schedule variance not identified in the ITB or negotiated work schedule. Contractor shall notify the Director or Assistant Director at least 2 days prior to each mowing activity. Correspondence may occur via email or phone call.
- The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor shall provide a list of all foremen and supervisors who will perform the work. This list will also contain twenty-four (24) hour emergency telephone numbers
- The Contractor shall at all times, maintain good work discipline and order at the work site. Contractor, including Contractor's employees and agents, shall treat the public with respect and courtesy while performing work for the City of Clarkston. The use of profanity, disrespectful language and/or behavior is prohibited while performing work
- Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side of the vehicle
- The Contractor shall satisfy the Georgia Department of Transportation's (GDOT) "Work Zone" safety, truck and signage requirements and submit this plan to the City of Clarkston for approval prior to initiating work activities on interstate right-of-way. A traffic safety plan will also be required and submitted to the city for work on city streets and CSX right-of-way. The contractor will be required to follow MUTCD when working within city or state right of way. Lump sum bids for Work Scope Tasks is inclusive of all traffic control.

- All personnel are required to wear safety vests or other protective clothing, eye protection, Safety vests, etc.
- Contractor shall purchase and provide all materials and supplies and labor necessary to fulfill the requirements of this Bid.
- The Contractor shall not commence work until which time a contract is signed by the selected Contractor (s) and the City of Clarkston issues a NTP.
- The mowing and other equipment utilized shall meet all GDOT requirements for signage, lighting and related devices.
- The use of city streets by the Contractor will provide a minimum inconvenience to the public and traffic.
- The City of Clarkston Public Works Director or his designated representative may direct removal of any contractor employee at any time during performance of this contract for cause. Failures to present the appropriate licenses, performing unsafe acts, or any other questionable acts that expose the City of Clarkston to risk or unfavorable attention would be conditions which meet the criteria "for cause". Any removed employee must be replaced with a fully qualified person within 8 working hours. Repeated incidents may be cause for termination of the contract.
- Selected bidder (s) foreman/superintendent shall attend all required meetings or other meetings as required by GDOT or City of Clarkston.

Q. CITY OF CLARKSTON PERSONNEL

No Officer, agent, consultant or employee of the City of Clarkston shall be permitted any interest in the contract.

R. **SPECIAL CONDITIONS**

The <u>work hours</u> required to perform the work tasks on any city right-of-way shall be limited to the following: Monday through Friday from 8:30 A.M. to 4:30 P.M.; unless specified differently by the City Manager.

S. **BONDING**

The bid shall be accompanied by a Bid Bond in an amount not less than 5% of the TOTAL bid amount. The Bid Bond shall be in the form of one of the following;

- 1. Surety issued bond (issued by a surety licensed to conduct business in the State of Georgia),
- 2. Surety bond issued by an individual surety that pledges certain defined types of assets
- 3. Letter of Credit from a financial institution, or
- 4. A company check

The Bid Bond shall be assigned to the City of Clarkston.

T. SUMMARY OF DOCUMENTS TO BE SUBMITTED TO THE CITY

To be considered as a qualified bidder, the following documents are to be included in the bid submittal:

- ➤ Bid Submittal
- ➤ Payment & Performance Bonds
- ➤ Min. Requirements for Pass/Fail (see Section 5)
- ➤ Sections 6-14

SECTION 3 SCOPE AND SCHEDULE OF WORK

The Work Areas are generally defined by city streets, city medians and landscape areas, including detention ponds and other water quality systems, pocket parks and CSX right-of-way. No work will be performed on private property.

:

The following narratives generally describe the specific Work Tasks and Frequency. Note that work tasks and frequency may vary within each city street segment or segments and landscape areas. The "work task narratives" are described in the following:

A. Right-of-Way Mowing:

Work Tasks

Right-of-Way mowing work will be performed <u>within city's right-of-way</u> unless otherwise specified by the Director or his representative. <u>Except as otherwise noted on the Exhibits</u> or Spreadsheets, mowing areas are generally described as follows:

- 1. Local roads the maximum cut width and overgrowth removal shall be within CSX Railroad Right-of-Way defined as back of inside curb-of-back on Church Street to inside back-of-curb on East Ponce de Leon with the following exceptions; RR embankment slopes where no growth exists currently and where equipment cannot be realized to provide mowing services.
- 2. Mowing of bermuda, zoysia or fescue along commercial or residential properties within right-of-way unless the homeowner or commercial owner maintains the right-of-way which in this case mowing will not take place by the city's contractor. Cut depth shall be consistent with the grass areas on private property for any individual parcel.
- 3. Mowing will also occur in various city parks or landscape areas
- 4. Herbicide treatment where practical to use to minimize trimming
- **5.** Includes trimming and herbicide treatment at all sign posts, fences or other structures within the ROW.
- **6.** Overgrowth vegetation shall be removed from all sign posts, fences, guardrails or other structures within right-of-way.
- 7. Mowing height shall be shall be no greater than 2 inches

Pickup of trash shall occur <u>before</u> each mowing operation. Additional trash pickups, if applicable, are identified in the work task and frequency spreadsheets.

Sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, grass clippings and debris resulting from mowing. The use of power blowers is acceptable, however,

accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or plant areas (rough or bedded). No trash, debris or plant material shall be blown or deposited into curb/gutters or storm drains by the Contractor. If plant material or debris is deposited into the curb/gutter or storm drain during mowing /trimming operations, the Contractor will remove it immediately by hand or mechanical means at no cost to the City of Clarkston.

B. Trash and Debris:

Work Tasks

Trash and debris and miscellaneous services will be performed <u>within city and state</u> <u>right-of-way</u> on the specified city streets unless otherwise specified by the Director or his representative <u>OR as otherwise noted on the spreadsheets.</u>

Trash and misc. debris is defined as any organic or inorganic material that can readily picked up by hand or mechanical device.

Illegal signs and posted marketing advertisements within right of way shall be removed and disposed of in a proper manner. Illegal signs and other similar signs are defined as any sign that is mounted on any utility pole, bus shelter, signal cabinet box, wall or fence. This work shall be included in the cost of trash pickup.

Highway signs that are crooked and can be straightened without a need to reset (which requires notification to Utility Protection notification) shall be undertaken by the Contractor. During the course of this contract, the Contractor shall make a list of city signs that have observed to be on the ground, damaged or faded and provide said list to the Director monthly.

All debris shall be disposed of in a proper manner according to local, state or federal guidelines. The City of Clarkston will pay for tipping fees upon receiving the receipt state approved landfill.

All trash to be bagged and properly removed for disposal

<u>NOTE</u>: The Contractor shall provide the City of Clarkston project manager an approximate weight of all trash removed on a monthly basis

C. Maintenance of Hard Surfaces:

Work Task

Sediment and other deleterious material shall be removed from the curb line, catch basin inlets or gutter, concrete surfaces and pavers, island areas and sidewalks. This includes sediment removal from the flumes of the bio-swales on Project Area A and bottom of the bio-retention area on Project Area L.

Vegetation in sidewalks, pavers, curbs, gutters and other hard surfaces can be removed by hand or through the use of an approved herbicide chemical.

Edging/trimming will include along walls, fences, foundations, behind curbs, sidewalks, paths, shrubs, guardrails, tree trunks, poles or other objects or structures within or bordering the mowing area within state. City or CSX right-of-way. The sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, grass clippings and debris resulting from

edging/trimming activities. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or plant areas (rough or bedded).

In no case shall any pre or post emergent herbicides with residual characteristics be used in these areas (no staining of concrete or paver surfaces). The herbicides can also be utilized in the concrete median flat surfaces where weeds are present.

No restricted use chemicals shall be used in weed and grass control. Herbicide must be of a glyphosate type (Round Up or approved equal) specifically designed for post-emergent control of weeds and grass. All herbicide application shall be done in accordance with label directions. Federal, state and local laws shall take precedence for compliance purposes. Identification color may be added to herbicide to track application areas. Color must fade with moisture or within 3-5 days after application.

Landscape Maintenance

Mulch or pine straw (comparable to existing conditions) shall be replenished at each tree island or landscaped area as defined in the Work Tasks and Frequency spreadsheets. Weed control also required as defined in the Work Tasks and Frequency spreadsheets

Pruning of existing plants and trees at landscaped areas required as defined in the Work Tasks and Frequency spreadsheets.

Fertilizer and pre/post emergent for grasses and landscape plantings, including trees, application rates per recommended landscape industry practices in Georgia.

Pre-emergent herbicide treatments shall be applied between mid-February to mid-March and again between mid-September and mid-October. Post-Emergent shall be applied once in the spring.

Fertilizer for grasses and landscape plantings, including trees, per recommended landscape industry practices in Georgia

SECTION 4 BID CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written Bids, firms are requested to prepare their Bids in the standard format specified below.

TECHNICAL APPROACH

- 1. <u>Title Page</u> Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.
- **Transmittal Letter** The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:
 - **a.** A brief statement of the Proposer's understanding of the project and services to be performed;
 - **b.** A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.

11.

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Firm and Team Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar projects. Contractor must demonstrate successful past performance of the firm's ability to provide services as set forth in this specification. Contractors must provide a minimum of two (2) references to document similar experience as provide in this ITB.
- c. Proposers must identify the anticipated supervisor (s) of their firm that will be assigned to meet the City of Clarkston needs. Proposers should identify individuals and subcontractors who will provide the services, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.
- d. Identification of where similar services have occurred with the Georgia Department of Transportation right-of-way within the constraints of state permitted conditions for the Church Street off-ramp work scope.

5. Project Understanding and Approach

Proposers should provide the City of Clarkston with information regarding their understanding of the City's needs with regards to the Scope and Schedule of Work. Proposers should demonstrate a general understanding of the project scope expected by the City of Clarkston in providing roadside mowing and related landscape maintenance services. As part of this understanding, Proposer's should address their availability to meet the City of Clarkston needs.

8. <u>Intangibles</u>

Provide the Selection Committee, as applicable, any differentiating feature that may be of value to the City (savings in time and/or money) in the performance of this contract. This may include the Alternative Approaches discussed herein this ITB.

PRICE

9. Cost Structure

The Attached Bid Tabulation Form shall be utilized for the submittal. This Form will include the submitted <u>Total Bid and Lump Sum Costs for each task</u>. In addition, the unit price for chemical treatments and Performance & Payment bonds shall also be provide.

SECTION 5

BID EVALUATION PROCEDURES

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City of Clarkston will review the Bids. The low bid will be evaluated after meeting the mandatory requirements (pass/fail) The low bidder will be deemed acceptable only if previous experience on similar projects and associated client references are found to meet the requirements set forth in the ITB.

<u>Note</u>: The Evaluation Team will not review the low bidder if that firm receives one or more "fail" scores.

1.	Completed Bid submittals (refer to Section 9)	Pass/Fail
2.	An original plus three (3) copies of the complete Bid	Pass/Fail
3.	Title Page & Transmittal letter	Pass/Fail
4.	Local and/or State Government experience (Section 2. B)	Pass/Fail

B. <u>PRESENTATION/INTERVIEW</u>

At the option of the City of Clarkston, the low bidder could be interviewed by the Committee or City Council. This will provide an opportunity to clarify or elaborate on the submitted bid, but will not, in any way provide an opportunity to change any fee amount originally proposed. The City of Clarkston Public Works Director will schedule the time and location of these presentations and notify the selected firms if interviews are held.

C. <u>INVESTIGATION OF REFERENCES</u>

The City of Clarkston reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion or delivery of projects.

D. <u>CLARIFICATION OF BIDS</u>

The City of Clarkston reserves the right to obtain clarification of any point in regards to a Bid or to obtain additional information necessary to properly evaluate or particular bid. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their submitted bid.

E. **INTENT OF AWARD**

The City of Clarkston may negotiate a scope of work and a general services agreement with the low bidder. The City reserves the right to accept Lump Sum bids for any or all of the Work Tasks.

G. **BID REJECTION**

The City of Clarkston reserves the right to:

- 1. Reject any or all bids not in compliance with all public procedures and requirements;
- 2. Reject any bid not meeting the specifications set forth herein;
- 3. Waive any or all irregularities in Bids submitted;
- 4. **R**eject all bids;
- 5. Award any or all parts of any bid; and
- 6. Request additional references to clarify the bidders current or previous experiences

SECTION 6

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving contract awards from the City of Clarkston, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by:	
Firm Name:	
Address	

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR BID

SECTION 7 PROPOSER ACKNOWLEDMENT

The undersigned proposes to perform all work as listed in the Summary of Work Tasks & Task Frequency Summary sections, for the bid (s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City of Clarkston policies and regulations.

The undersigned, by submitting a Bid, represents that:

- A) The Proposer has read and understands the specifications. Work scope and frequency
- B) Failure to comply with the specifications or any terms of the ITB may disqualify the bidder as being non-responsive.
- C) The actual work to be performed at the issuance of the NTP will be dependent on the time of the year. The City will use a percentage of work completed for each Lump Sum Amount as the basis for invoice payment.

The undersigned certifies that the Bid has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this Bid:

We therefore offer and make this Bid to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City of Clarkston.

Name of firm: Address:		
Telephone Number:	Email Address:	
By:(Signature of Authorized Official. If partner	rship, signature of one pa	artner.)
Typed Name/Title:		
If corporation, attest:		
(Corporate Officer) Corporation	Partnership	☐ Individual
Federal Tax Identification Number (EIN):		
Secretary of State Business License Number: _		

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR BID

SECTION 8 ADDENDUM ACKNOWLDEGMENT

CITY OF CLARKSTON

RIGHT OF WAY MOWING AND LANDSCAPE MAINTENANCE SERVICES

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN # (required)

\ 1 / 	(Federal I.D. Number)
COMPANY	
ADDRESS	
CITY/STATE/ZIP CODE	
PHONE	FAX
AUTHORIZED SIGNATURE	
TITLE	EMAIL
PROPOSER IS RESPO AS FOLLOWS:	INSIBLE FOR ACKNOWLEDGING ALL ISSUED ADDENDUM
<u>INITIAL</u> YOU REVIEWED EA	ACH OF THE FOLLOWING ADDENDA FOR THIS PROJECT:
Addendum #1	
Addendum #2	
Addendum #3	
Other Addendum #	(as applicable)

Signature acknowledges that the bidder has read the bid documents thoroughly before submitting a Bid, will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions, and is submitting without collusion with any other individual or firm. Lack of acknowledgement of addendum issuance may result in bidder deemed non-responsive and being qualified as a bidder for this ITB. Only one (1) bid will be accepted from any person, firm or corporation. You must submit a bid with an authorized signature.

SECTION 9

BID FORM - CONTRACTOR'S BID

CITY OF CLARKSTON RESERVES THE RIGHT TO DELETE WORK SITES IN THIS CONTRACT.

BIDDERS ARE REQUIRED TO SUBMIT A PRICE FOR <u>ALL</u> THE TASKS DEFINED IN THIS BID FORM, PERFORMANCE & PAYMENT BONDS AND THE COMPLETION OF THE UNIT PRICES FOR CHEMCIAL TREATMENTS.

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages, hereby bids as follows:

TABLE A-1 BID SUBMITTAL

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
CSX Right of Way Mowing (Refer to Table A for Maintenance Tasks) (Areas H.1, H.2, H.3, H.4, H.5, H.7, H.8)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Church Street Off-Ramp (Refer to Table A for Maintenance Tasks) (Area I)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Church Street Off-Ramp Initial Prep (Refer to Exhibit C for Maintenance Tasks)	1	LS	\$	\$
(Area I – Refer to Exhibit C				

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Rowland Street (Refer to Table A for Maintenance Tasks) (Area A)	1	LS	\$	\$
DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Bio-retention Facility (Refer to Table A for Maintenance Tasks)	1	LS	\$	\$
(Area L)				

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Sod and Grass Mowing (Areas C, D, F, G, I, J)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Trash and Debris Pickup (Areas C, D,,E,F, G, H.6, J, M)	1	LS	\$	\$

Description	Quantity	Unit Item	Unit Price	Total
Maintenance of Hard Surfaces (Areas C, D, ,E, F, G, H.6, J, M)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Tree Pruning (Areas C, D, E, F, G, H.6, J, M)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Ornamental Bush Pruning (Areas C, D, E, F, G, H.6, J, M)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Pine Straw Tree Wells (Areas C, D, E, F, G, H.6, J, M)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Pine Straw Landscape Islands/Medians (Areas C, D, E, F, G, H.6, J, M)	1	LS	\$	\$

Description	Quantity	Unit Item	Unit Price	Total
Grass Trimming (Areas C, D, E, F, G, H.6, J, M)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Bus Shelter Cleanup	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Market Street (K-1)and Rowland Street (K-2) speed control islands (6 locations) (Refer to Table A for Maintenance Tasks) (Area K)	1	LS	\$	\$

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Mell Ave @ Northern Pocket Park (Refer to Table A for Maintenance Tasks) (Area B)	1	LS	\$	\$

Description	Quantity	Unit Item	Unit Price	Total
Weed Control	1	LS	\$	\$
(Areas A-G)				

Description	Quantity	Unit Item	Unit Price	Total
Edging	1	LS	\$	\$
(Areas A-E, G, H and J)				

DESCRIPTION	Quantity	Unit Item	Unit Price	Total
Advertising/Marketing sign and Graffiti Removal	1	LS	\$	\$
(Areas A,B,D)				

 $\underline{\text{NOTE}}\textsc{:}$ Refer to Table B - Maintenance Work Tasks for a description of the tasks to be performed

TABLE A-2 <u>LUMP SUM FOR PAYMENT & PERFORMANCE BONDS</u>

100% PAYMENT & PERFORMANCE	\$
(P&P)BONDS (bond for Church Street off-ramp)	Ψ

TABLE A-3 HERBICIDE AND FERTILIZER TREATMENT

LOCATION	Herbicide	Fertilizer	Application Rate
	Frequency	Frequency	
All grass/sod areas (except CSX ROW)	 Twice per year pre-emergent weed control Once per year post emergent weed control 	Twice per year	Pre-Emergent: \$ per gallon Post-Emergent: \$ per gallon
Tree islands and landscape areas	 Monthly Roundup application (standard application rate) and weed control (manual) 	Once per year	Roundup: \$ per gallon

NOTE: <u>Bidder shall identify the product to be used and the application rate proposed</u> for the emergents and fertilizer. Application rate shall be in accordance with general lawn maintenance practices in Georgia for turf grasses that exist in the project areas where sod/grass exists.

TOTAL BID AMOUNT

(TABLES A-1, A-2 & A-3)

\$		
Written Total Bid Amount:		

MUST SUBMIT THIS SECTION WITH THE BID SUBMITTAL

SECTION 10

NON-COLLUSION AFFIDAVIT

Under oath I certify that I am a principal or other representative of the firm of and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibilities for the foregoing subject matter and as such I am personally knowledgeable of all of its pertinent matters. We certify that this bid/Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/Bid for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid/Bid. We certify that no person associated with our firm is an employee of, or affiliated with the City of Clarkston or its consultants.

Sworn and subscribed before me This day of, 20	Signature
NOTARY PUBLIC	
My Commission Expires:	NOTARY SEAL

MUST SUBMIT THIS SECTION WITH YOUR BID

SECTION 11

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name:	
Address:	
10-91, stating affirmatively that the individual, firm to participate in, and is participating in the federal v	or entity verifies its compliance with O.C.G.A. § 13-n, or corporation which is registered with, is authorized work authorization program commonly known as E-ons and deadlines established in O.C.G.A. § 13-10-91.
program throughout the contract period, and it will	at it will continue to use the federal work authorization contract for the physical performance of services in ors who present an affidavit to the undersigned with the
The undersigned person or entity further agrees to a copy of each such verification to the City of Clarks subcontractor(s) is/are retained to perform such ser	ton within five (5) business days after any
E Verify TM Company Identification Number	Date of Authorization
BY: Authorized Officer or Agent (Name of Person or Entity)	Date
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF , 202_	
Notary Public	[NOTARY SEAL]
My Commission Expires:	

MUST SUBMIT THIS SECTION WITH THE BID SUBMITTAL

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

SECTION 12 Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number	r
Date of Authorization	
Name of Subcontractor	
Name of Project	
Name of Public Employer	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF	
	[NOTARY SEAL]
Notary Public	
My Commission Expires:	

MUST SUBMIT THIS SECTION WITH THE BID SUBMITTAL

SECTION 13 DRUG-FREE WORKPLACE

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

(1)	A drug-free workplace will be provided for the Contractor	's employees during the
perfor	mance of the Contract; and	
(2)	Each Contractor who hires a subcontractor to work in a dr	ug-free workplace shall secure from
	bcontractor the following written certification:	
"As pa	art of the subcontracting agreement with	
	(subcontractor) certifies t	o the Contractor that a drug-free
workp	place will be provided for the subcontractor's employees dur	ring the performance of this Contract
pursua	ant to paragraph (7) of the subsection (b) of Code Section 50	-24-03."
	mance of the Contract.	_
	•	_
BY: A	Authorized Officer or Agent Date	
(Contr	ractor Signature)	
Title o	of Authorized Officer or Agent of Contractor	-
Printe	d Name of Authorized Officer or Agent	-

SECTION 14 STATEMENT OF BID

Name of Contractor:		
Mailing Address:		
Telephone:	Fax:	_ Email:
accepts all the terms and Landscape Maintenance	conditions contained in the City's Invitation Services.	on-to-Bid for Right-of-Way Mowing and
Signature of authorized	representative	Date
Type or print name of a	athorized representative	Telephone Number
Type or print name of p	erson(s) authorized to negotiate contracts	Telephone Number
	REFERENCES (projects similar	r to this ITB)
Reference #1		Telephone Number
Project Title		Contact Individual
Reference #2		Telephone Number
Project Title		Contact Individual
LIST	Γ ALL SUBCONTRACTORS PROPO	OSED FOR THIS ITB
1. Name & Addres	s:	
2 Name and Addr	esc.	

MUST SUBMIT THIS SECTION WITH YOUR BID

EXHIBIT A ROW MAINTENANCE SERVICES TASK FREQUENCY SUMMARY

Informational Purposes Only

(Refer to Table E for Project Area Details)

Road Areas	Nos. of Sod and/or Grass <u>Mowing</u>	Frequency of Trash and Debris <u>Pickup</u>	Frequency for Maintenance of Hard Surfaces incl. concrete and granite curb & sidewalk; remove deleterious materials and weeds	Frequency of Tree <u>Pruning</u> (# of trees)	Frequency of Ornamental Bush <u>Pruning</u>	Frequency of Pine Straw Tree Wells	Frequency of Pine Straw Landscape Islands Placements (or wood mulch Area A)	Frequency of Grass Trimming along bottom of decorative fence and walls	Frequency for all 4 Bus Shelter <u>Cleanups</u>	Frequency of Remove Signs & <u>Graffiti</u>	Frequency of Weed Removal from Landscape areas, tree wells or islands	Frequency of Edging
A	26	26	26	2	2	3	3	0	0	4	26	26
В	52	26	26	2	2	3	3	26	0	4	52	26
С	78	52	26	2	2	3	3	26	52	0	26	52
D	52	52	26	2	2	3	3	0	0	4	26	52
E	0	52	26	2	2	3	0	26	0	0	26	26
F	26	12	0	2	0	2	0	0	0	0	12	0
G	52	26	26	2	3	2	3	0	0	0	26	26
H.1-H.5 & H.7 to H.8 (note 2)	22	12 (note 1)	12 (note 3)	12	12	3	0	12	0	0	0	26
Н.6	0	12	0	0	2	0	3	0	0	0	26	0
I	50	26	0	2	2	2	3	0	0	0	26	0
J	52	52	26	2	2	3	3	12	0	26	26	26

K	0	52	0	2	2	3	3	0	0	0	26	0
L	0	52	0	2	2	3	3	0	0	0	26	0
M	26	52	52	2	2	3	3	26	0	0	52	26
N	0	0	0	2	2	2	0	0	0	0	12	0
TOTAL	436	504	246	38	39	38	33	128	52	38	388	286
(yearly)												

Note: 1. Trash pickup occurs before mowing and is included in all the mowing tasks for all Areas. Additional trash pickup Area H.5 (north side of road) Area H.8 as described in Table E with frequency bi-weekly
2. 22 cuts for each section.

- 3. Frequency the same in each section monthly gutter cleaning

EXHIBIT B SUMMARY OF ROW MAINTENANCE TASKS - FREQUENCY - PROJECT LOCATIONS

ROAD SECTION	FROM-TO	MAINTENANCE TASKS	FREQUENCY
Rowland Street	Norman Rd to Lovejoy	Remove weeds by hand from all bioswales (ensure landscape plantings are not mistaken as	Biweekly
Area A	Lovejoy	weeds) • Remove all trash and debris from bioswale area	Biweekly
		Remove all debris/sediment/silt from bioswale flumes and from the openings of the french drains located at	Biweekly
		the flume inlet • Prune trees within right-of-way	2x/year
		Replace all dead plants and trees. Replace with the same species between Nov-April	TBD
		(Note: Under warranty by SOL Construction until August 2023. After warranty will require a change order for replacements)	
		Remove all weeds from sidewalk, stairs and roadway curb and gutter & header curb	Biweekly
		• Replenish wood mulch in islands and at tree wells	3x/year Biweekly
		 Mow grass within R/W (40 feet) including beauty strips. Weed eaters shall not be used to ensure a consistent cut 	Siweekiy
		• Edge all sidewalks	Biweekly
		 Removal of graffiti/advertisements/etc. on any city infrastructure (assume 100 SF of graffiti removal) and clean interpretive panels (2) surfaces and associated posts with a scratch-free cloth/soap and water on a quarterly frequency) 	Quarterly
NA all A and	N. A.		Maril I
Mell Ave at Northern pocket	NA	Mow sodHerbicide and fertilizer application all grass areas	Weekly Table D
park		Weed removal tree wells	Weekly
Anna D		Pine straw tree wells and landscape areas	3x/year
Area B		Weed removal along tracks & sidewalks	Weekly Weekly
		 Weed removal along tracks & sidewalks Graffiti removal (100 SF) and panel/post cleaning 	Quarterly
		• Prune trees and bushes	2x/year
		Edging along sidewalk and granite walls	Weekly
East Ponce de	I-285 to	Clean gutter line both sides of the street	Biweekly

Leon (EPDL)	Market Street	Prune trees	2x/year
,		Place pine straw at tree wells	3x/year
		Weed tree wells	Biweekly
Area C		Grass trimming along decorative fence (Note 6)	Biweekly
		Mow from decorative fence to back of curb	Biweekly
		Edging shall occur along sidewalks and back of	1x/week
		concrete or granite curb	
		Herbicide application all crack weeds in gutter	TBD
		line and sidewalk/brick pavers	
		Mow sod areas north of EPDL	Weekly
		Fertilize and herbicide applications for sod	See Table D
		Pine straw landscape island	3x/year
		• Pick-up trash within city/CSX ROW (from fence to	Weekly
		north side of EPDL) • Remove all trash from within bus shelters	,
		including signs and other graffiti (note #2)	Weekly
		Remove all signs from power poles/pedestrian	Mookhy
		poles/signal boxes including removal of graffiti	Weekly
		Weed removal in landscape island	Biweekly
			DIWEERIY
Market Street	North Indian	Remove all signs from power poles/pedestrian	Weekly
Area D	Creek to EPDL	poles/signal boxes/fences/stone walls including removal of graffiti	
Area D	Creek to EPDL	removal of graffiti	Monthly
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter	Monthly
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers	
Area D	Creek to EPDL	 removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees 	2x/year
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells	
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells	2x/year 3x/year
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street	2x/year 3x/year Biweekly
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters	2x/year 2x/year 3x/year Biweekly Biweekly
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3)	2x/year 2x/year 3x/year Biweekly Biweekly
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod	2x/year 2x/year 3x/year Biweekly Biweekly Weekly
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3)	2x/year 2x/year 3x/year Biweekly Weekly Weekly
Area D	Creek to EPDL	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod	2x/year 2x/year 3x/year Biweekly Weekly Weekly
		removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod Edging	2x/year 3x/year 3x/year Biweekly Weekly Weekly Weekly
Area D Norman Road	Church Street	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod Edging Removal all weeds in gutter line and sidewalk	2x/year 3x/year 3x/year Biweekly Weekly Weekly Weekly Biweekly
Norman Road	Church Street to Milam Park	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod Edging Removal all weeds in gutter line and sidewalk Edging shall occur along sidewalk	2x/year 3x/year 3x/year Biweekly Biweekly Weekly Weekly Biweekly Biweekly
	Church Street to Milam Park entrance	removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod Edging Removal all weeds in gutter line and sidewalk Edging shall occur along sidewalk Pick-up trash within 5 ft. off BOC within R/W	2x/year 3x/year Biweekly Weekly Weekly Weekly Biweekly Biweekly Biweekly Biweekly
Norman Road	Church Street to Milam Park	 removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod Edging Removal all weeds in gutter line and sidewalk Edging shall occur along sidewalk Pick-up trash within 5 ft. off BOC within R/W Mow within R/W on west side only including on 	2x/year 3x/year 3x/year Biweekly Biweekly Weekly Weekly Biweekly Biweekly Biweekly Biweekly Biweekly
Norman Road	Church Street to Milam Park entrance (south side of	 removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod Edging Removal all weeds in gutter line and sidewalk Edging shall occur along sidewalk Pick-up trash within 5 ft. off BOC within R/W Mow within R/W on west side only including on dam between fence line and BOC 	2x/year 3x/year 3x/year Biweekly Biweekly Weekly Weekly Biweekly Biweekly
Norman Road	Church Street to Milam Park entrance (south side of	 removal of graffiti Herbicide application all crack weeds in gutter line and sidewalk/brick pavers Prune trees Place pine straw at tree wells Weed tree wells Clean gutter line both sides of the street Remove all trash from within bus shelters including signs and other graffiti (note #3) Mow sod Edging Removal all weeds in gutter line and sidewalk Edging shall occur along sidewalk Pick-up trash within 5 ft. off BOC within R/W Mow within R/W on west side only including on 	2x/year 3x/year 3x/year Biweekly Biweekly Weekly Weekly Biweekly Biweekly Biweekly Biweekly Biweekly

		Park entrance and beginning of pedestrian bridge • Prune trees • Place pine straw at tree wells • Weed tree wells • Weed control speed devices islands • Place pine straw speed control devices • Prune trees speed control devices	2x/year 3x/year Biweekly Biweekly 3x/year 2x/year
North Indian Creek pocket park Area E		 Remove weeds from landscape areas Pick-up trash within pocket park Herbicide application all crack weeds in sidewalk and brick paver areas Pruning trees and shrubs Trimming/edging along granite wall and walkway Pine straw tree wells 	Biweekly Weekly Biweekly 2x/year Biweekly 3x/year
North Indian Creek (NIC) Detention Pond Area F		 Herbicide treatment detention pond slopes and hand removal of weeds as needed for a weed-free appearance Pine straw at tree wells Weed removal at tree wells Mow grass Trash pick-up 	TBD 2x/year Monthly Biweekly Monthly
CSX ROW Mowing Area H	Section 1: I-285 to Mell Ave (both sides of tracks on EPDL and Church St) Area H.1	 Mow from curb to ballast stone on both sides of CSX tracks. Pickup garbage before & after mowing Edge back of curb – concrete or granite & gutter cleaning 	22 cuts/yr Monthly
	Section 2: Mell Ave to NIC (both sides of tracks on EPDL and Church St) Area H.2	 Mow from inside of decorative fence to ballast stone on the EPDL side and Church St from granite to ballast stone. Use weed trimmer along fence line to remove high grass. Pickup garbage before mowing Edge back of curb – concrete or granite & gutter cleaning 	22 cuts/yr Biweekly Monthly

1		
Section 3: NIC to Market Street (both sides of tracks on EPDL and Church St) Area H.3	 Mow CSX R/W from inside of decorative fence to ballast stone (EPDL) & Church St granite to ballast stone. Use weed trimmer along fence line to remove high grass. Edge back of granite header curb on Church Street & gutter cleaning. Pickup garbage before mowing. Grass trim rear and & front of retaining wall Pick-up Trash 	22 cuts/yr Biweekly Monthly Monthly Monthly
Section 4: Market Street to Church Street/EPDL intersection (both sides of tracks on EPDL and Church St) Area H.4 Section 5: Mell Ave from	 Mow CSX R/W from ballast stone to granite header curb; EPDL & Church St. Pick-up trash before mowing occurs Edge back of header curb where curb reveal exists on Church Street & gutter cleaning Tree Pruning Weed removal from tree wells Pine straw tree wells Pick-up Trash 	22 cuts/yr Monthly2x/year Biweekly 3x/year Monthly
Church St to EPDL & NIC from Church St to EPDL Area H.5	 Remove weeds in sidewalk, brick paver areas and gutter line Pick-up trash Remove graffiti 	Biweekly Biweekly Quarterly
Section 7: Church Street from North Decatur Road to I-285 on- ramp incl. PATH Trail Area H.7	 Mow CSX R/W from city side of Church St RR tracks to BOC on city side of Church Street. Includes south side of Church Street Remove weeds in PATH Trail Pick-up trash Edge back of header curb where curb reveal 	22 cuts/yr Monthly Weekly Monthly Monthly

		exists on Church Street and edge PATH Trail Grass trimming (PATH Fence)	Monthly
	Section 8: EPDL from Church St/EPDL intersection to Idlewood (DeKalb County) Area H.8	 Mow from ballast stone to granite curb on EPDL side of CSX R/W. Pick-up trash before mowing Pick-up trash Edge back of header curb where curb reveal exists on Church Street. Remove weeds in sidewalk Pine straw at tree wells Weed removal at tree wells Mow grass – north side of EPDL 	22 cuts/yrBiweeklyMonthlyMonthlyMonthly3x/yearMonthlyBiweekly
Church Street Off Ramp	Interstate fence line to outside edge	 Mow from fence line to bush line Mow from bush line to back of guardrail Pine straw placement between rows of 	Monthly Monthly 3x/year
Area I	of interstate shoulder	plantingsPrune shrubs and trees incl. bushes at guardrailWeed removal in pine straw areas. Herbicide or	2x/year Biweekly
		 by-hand Mow 10 feet grass strip from landscape area to interstate shoulder 	Biweekly
		Trash pick-up	Biweekly
Market Street Area J	EPDL to Rowland Street	 Weed removal in island Place pine straw in island Remove deleterious material from 	Biweekly 3x/year Biweekly
		 sidewalk/walkway Mow within R/W Weed tree wells Trash pick-up Graffiti removal incl. signs on signal posts/etc. Edging 	Weekly Biweekly Weekly Biweekly Biweekly
Market Street (K-		Pine straw installation	3x/year

1)and Rowland Street (K-2) speed control islands Area K	6 Speed Table Locations	Trash pickupPrune trees/bushesWeed removal	1x/week 2x/year Weekly
Landscaped embankments; Church @ NIC & EPDL @ NIC	Area H.6	 Weed removal Pine Straw installation Bush pruning Trash pick-up 	Biweekly 3x/year 2x/year Monthly
Bio-Retention Facility Area L	North Indian Creek at Market St	 Remove sediment and other debris that is deposited on the surface of the bio-retention facility. Remove by hand without disturbing plantings. Care to not surface sand Trash pickup within and on perimeter of facility Remove sediment and debris that collects at the inlet and outfall of the bio-retention flume Weed removal 	1x/month Weekly Weekly Biweekly
East Ponce de Leon & Montreal Road Area M	From Market St to 4253 East Ponce de Leon & Montreal Road from EPDL to Vaughan Street	 Pine straw installation landscape islands Trash pickup Prune trees/bushes Weed removal in landscape island Clean gutters and sidewalk surfaces Weed tree wells Edging Mowing sod Grass Trimming 	3x/year Weekly Weekly Weekly Biweekly Biweekly Biweekly Biweekly Biweekly
Church Street Area N	Lovejoy to Church St/East Ponce de Leon Intersection	Pine straw tree wellsWeed removal tree wellsPrune trees/bushes	2x/year Monthly 2x/year

NOTE: 1. Mowing frequency to change depending on season. See frequency spreadsheet

- 2. No trash removal from trash containers
- 3. 4 Bus Shelter locations; 3 on East Ponce de Leon and 1 located on North Indian Creek
- 4. Exclude maintenance on EPDL and Market Street frontages of Refuge Coffee
- 5. Includes trash pickup before mowing in all Areas. Grass clippings shall be removed from roadway and sidewalks after mowing
- 6. Included in the "Maintenance of Hard Surfaces" work task
- 7. Quantities are approximate (except for trash & debris pickup). Bidders are encouraged to verify quantities and field conditions.

EXHIBIT C

Church St Off-Ramp Initial Cleanup Tasks

SPECIFIC CLEANUP AT CHURCH ST OFF RAMP LANDSCAPE EMBANKMENT

Prior to commencing with monthly maintenance tasks; perform the following:

- ✓ Remove all grass within the embankment landscape area. Scarify surface min. 3 inches below surface to remove roots and add topsoil as needed to compensate for haul off of root waste
- ✓ Herbicide treatment all areas where grass removed.
- ✓ Place 4 inches of pine straw (place quantity of pine straw bales) between all rows of plantings and tree wells from grass strip at interstate R/W to edge of pavement at off-ramp
- ✓ Scarify, over-seed with fescue and fertilize existing grass area between landscape area and interstate shoulder along entire length of landscape area on interstate embankment

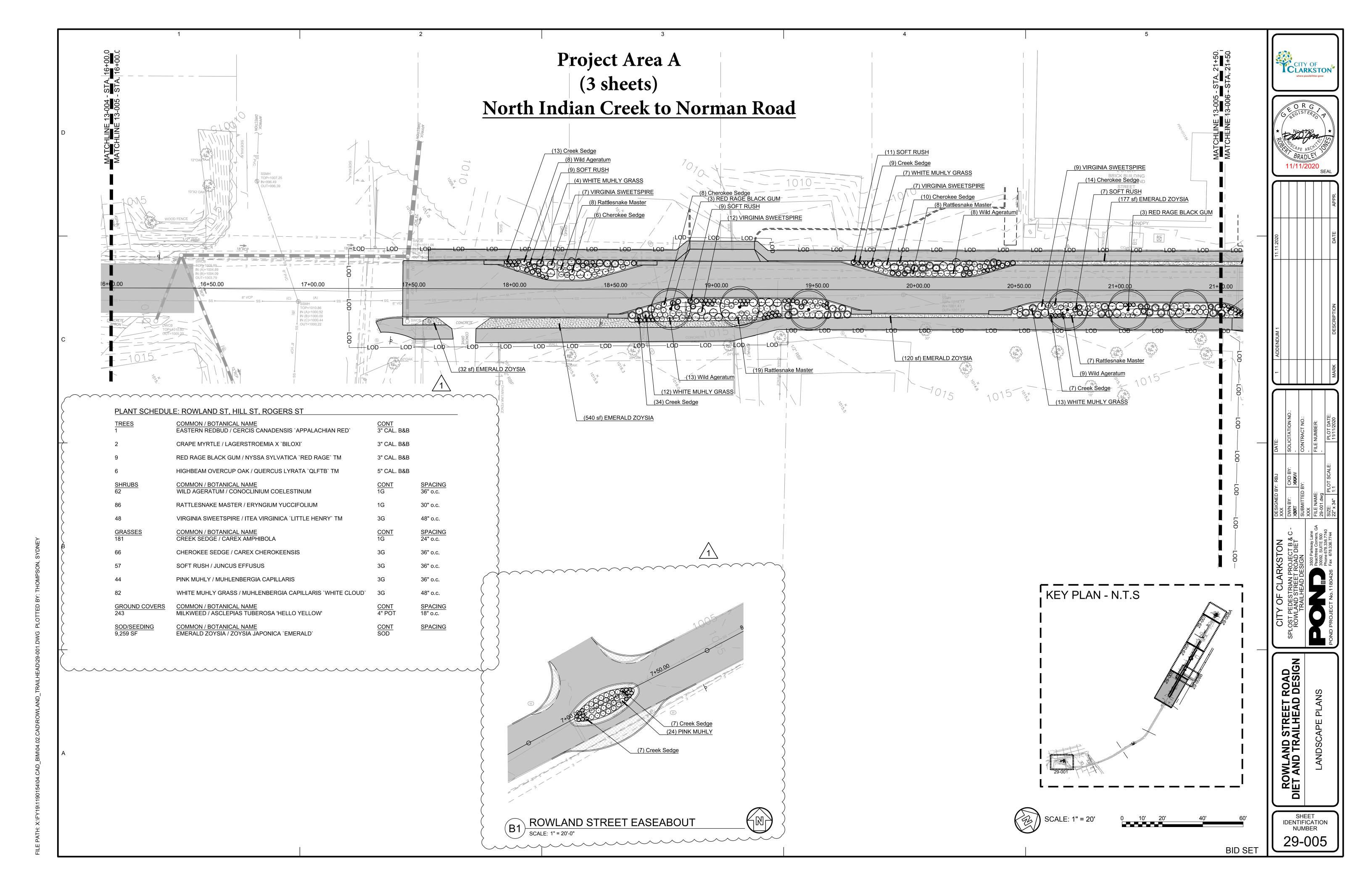
EXHIBIT D

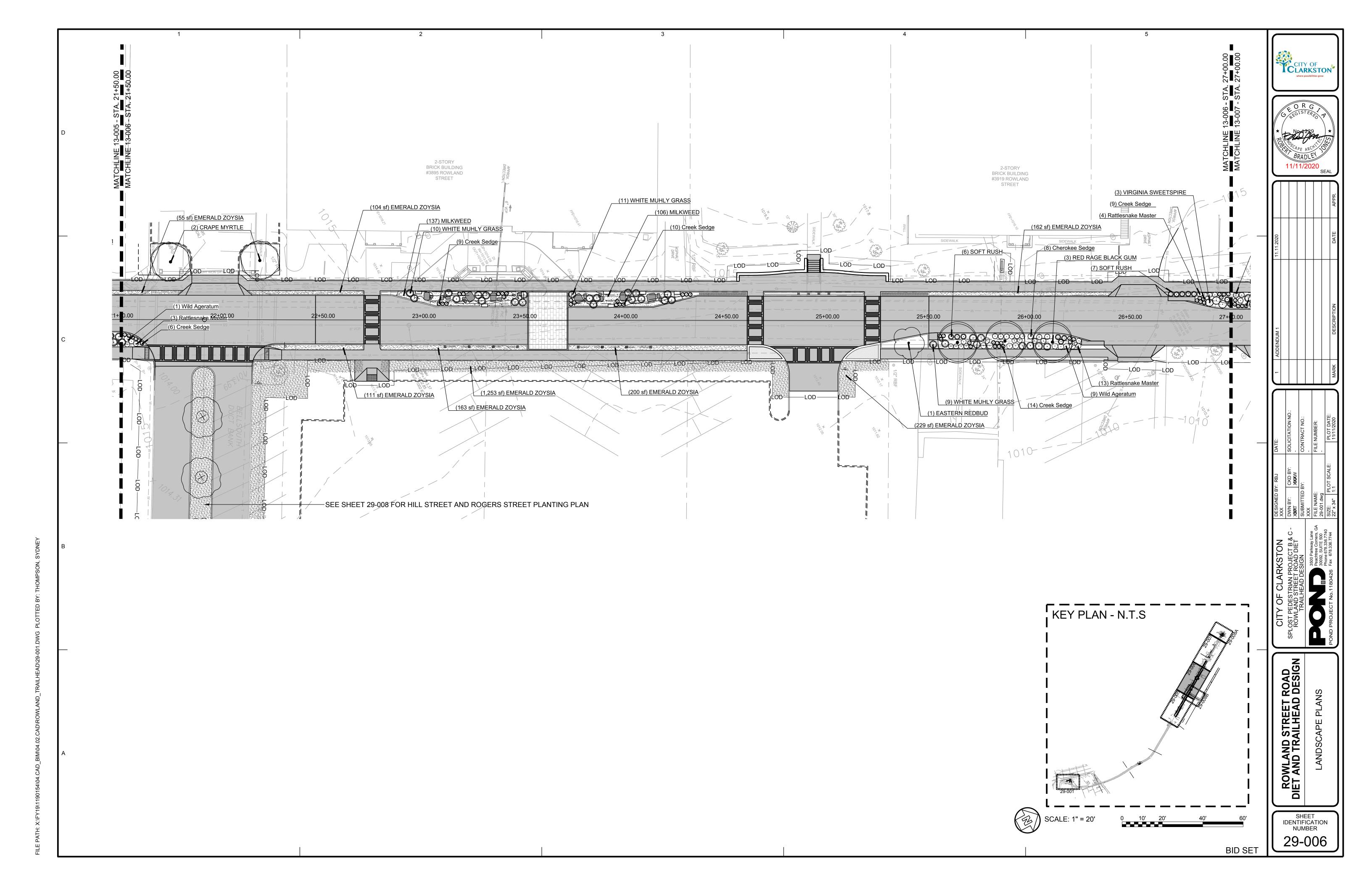
Estimated Hardscape Quantities

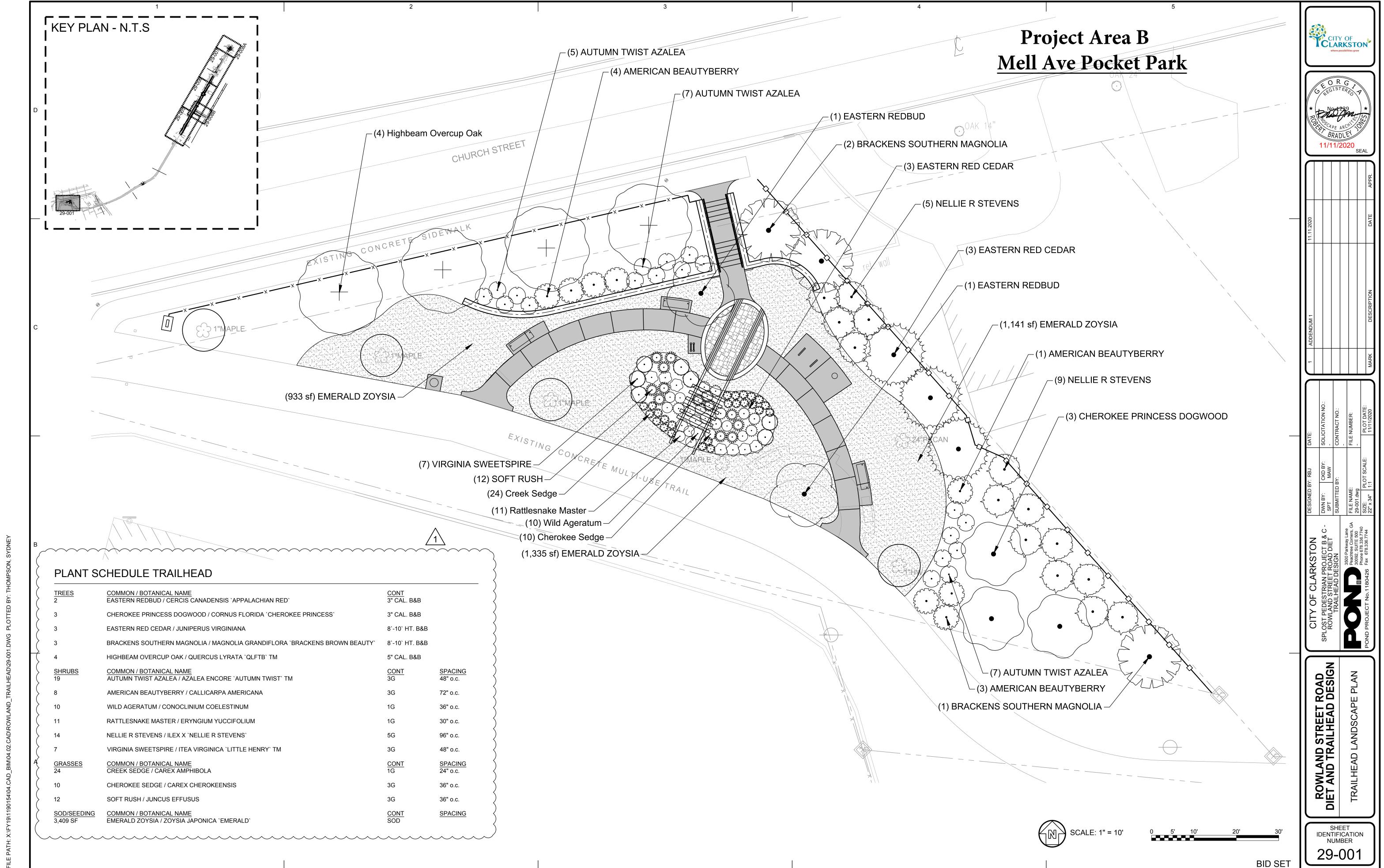
TYPE OF	LOCATION	QUANTITIES
HARDSCAPE		
Medians	Norman & East Ponce de Leon	4600 SF
Sidewalks/Path	Church St – North Decatur to East Ponce de Leon	Sidewalk – 12,115 LF
Trails	East Ponce de Leon – I-285 to City Limits	Sidewalk – 11,375 LF
	Norman Rd from Church to Milam Park	Sidewalk - 2000 LF
	Market St – Rogers to North Indian Creek	Sidewalk - 1850 LF
Gutter	Church St – North Decatur to East Ponce de Leon	Gutter – 26,000 LF
(both sides of road	East Ponce de Leon – I-285 to City Limits	Gutter - 19,600 LF
where applicable)	Norman Rd from Church to Milam Park	Gutter - 2570 LF
	Market St – Rogers to North Indian Creek	Gutter - 1850 LF
ROW Mowing	Church Street from North Decatur Rd to East Ponce de Leon	12.33 Acres
(includes CSX)	East Ponce de Leon from I-285 to Idlewood	10.06 Acres

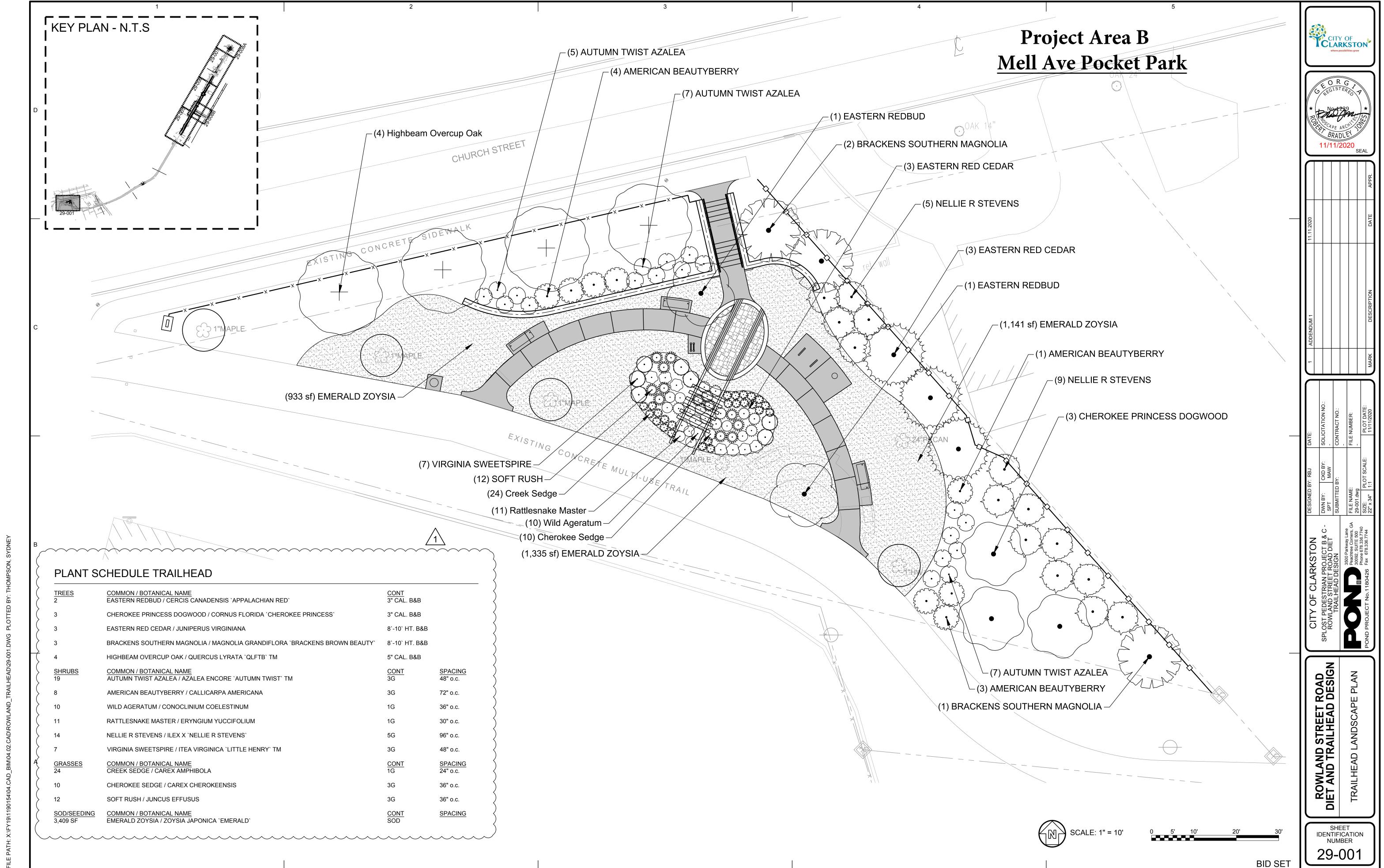
EXHIBIT E

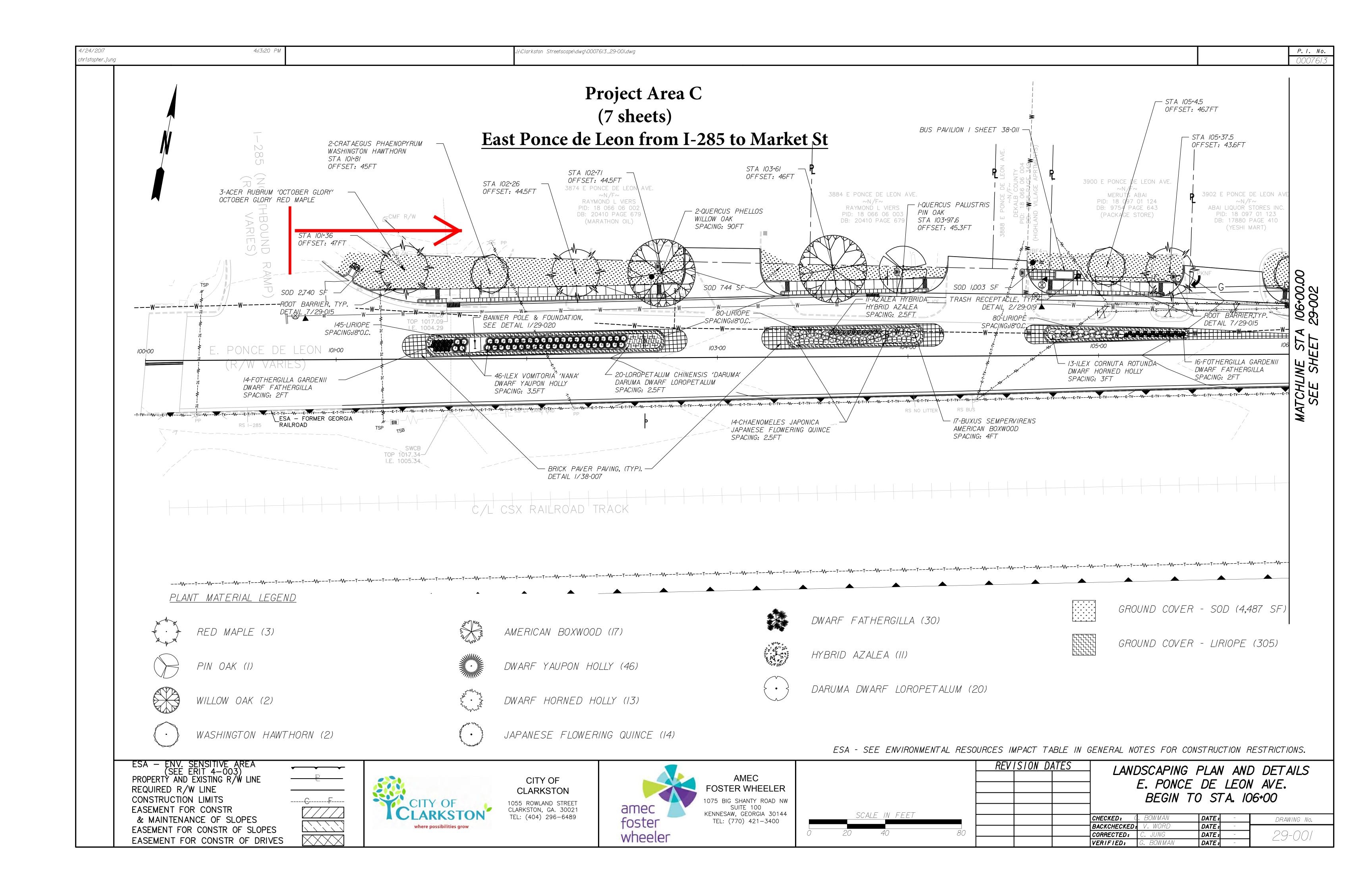
Project Location Maps

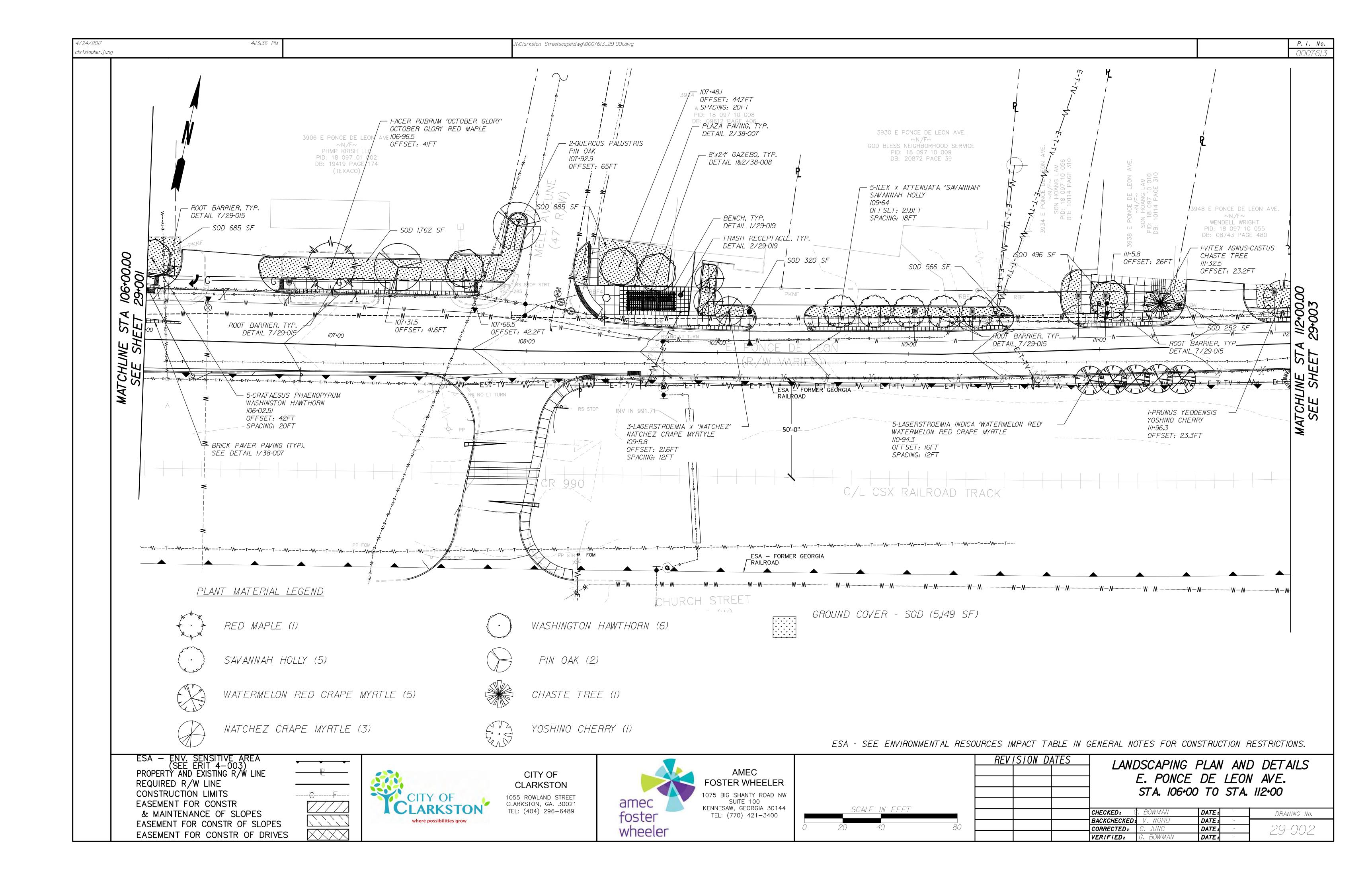


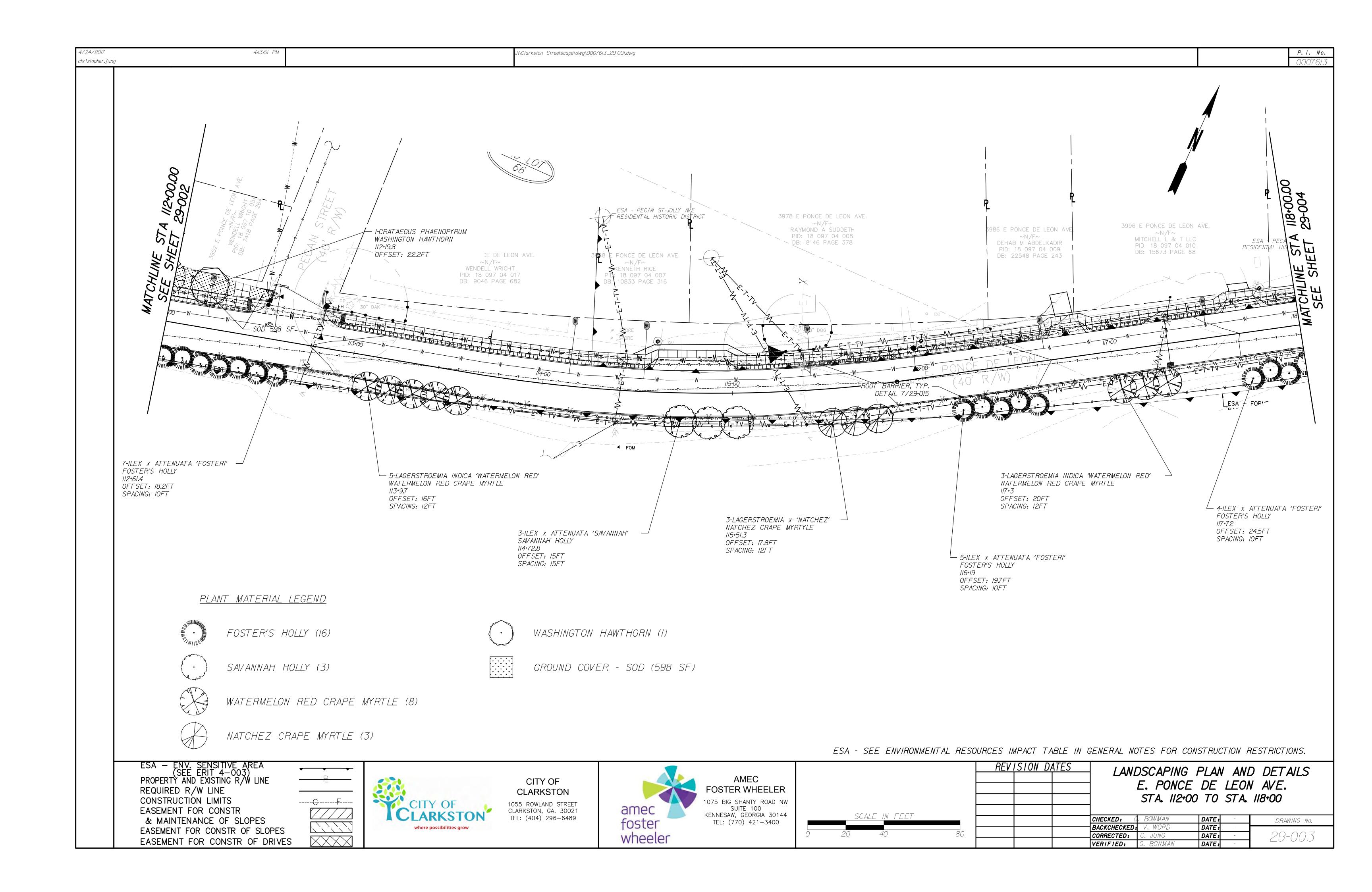


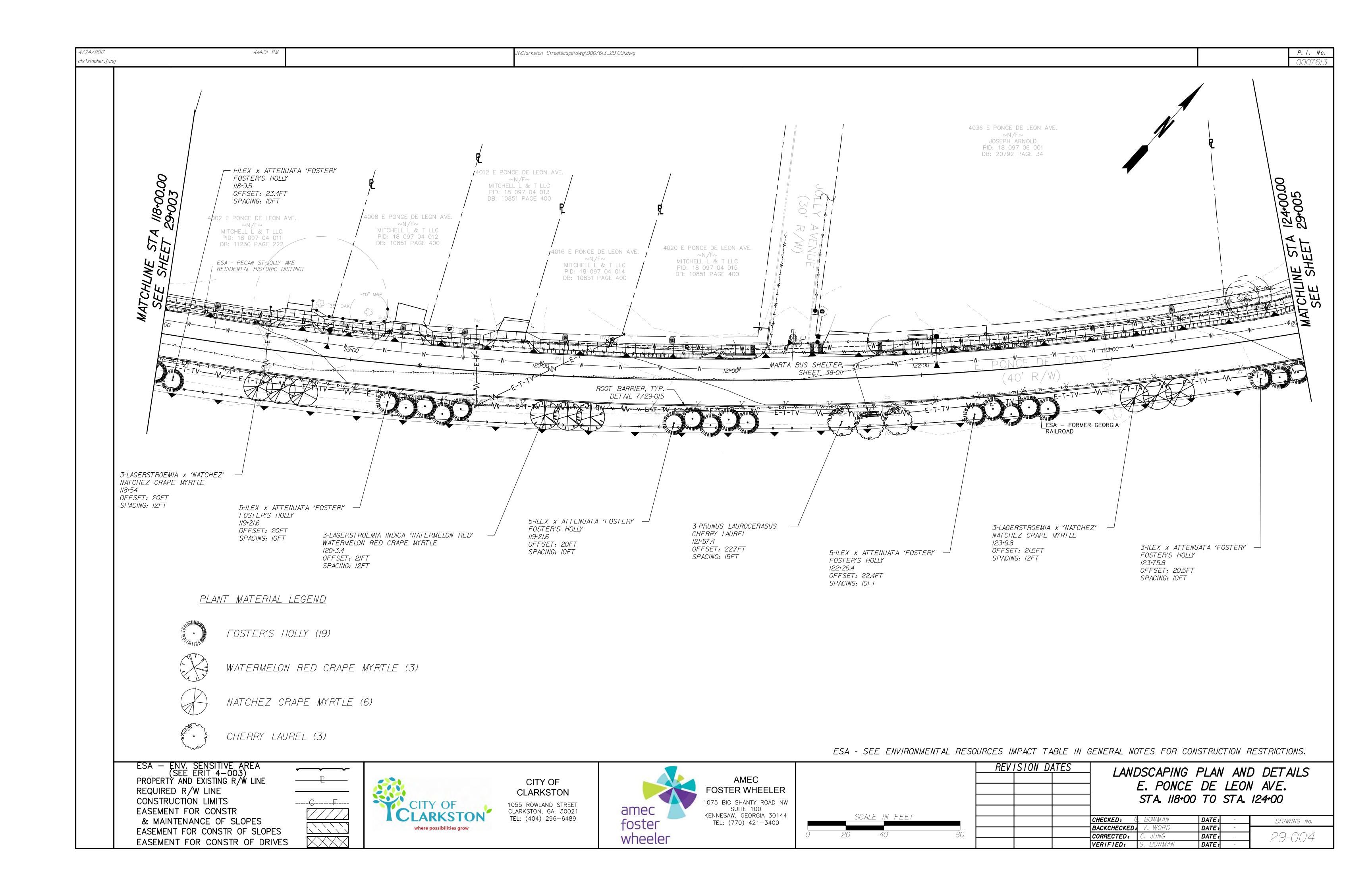


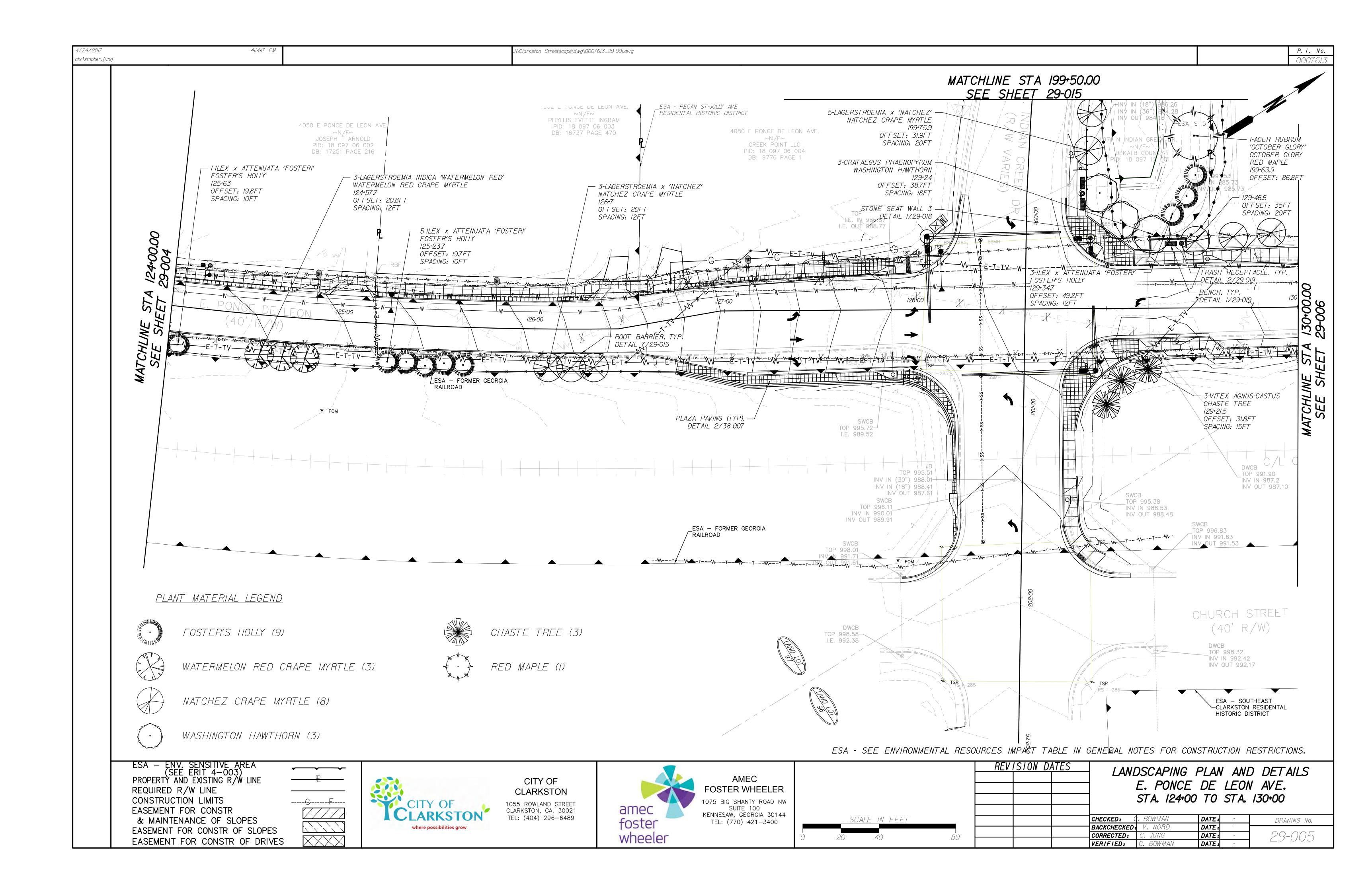


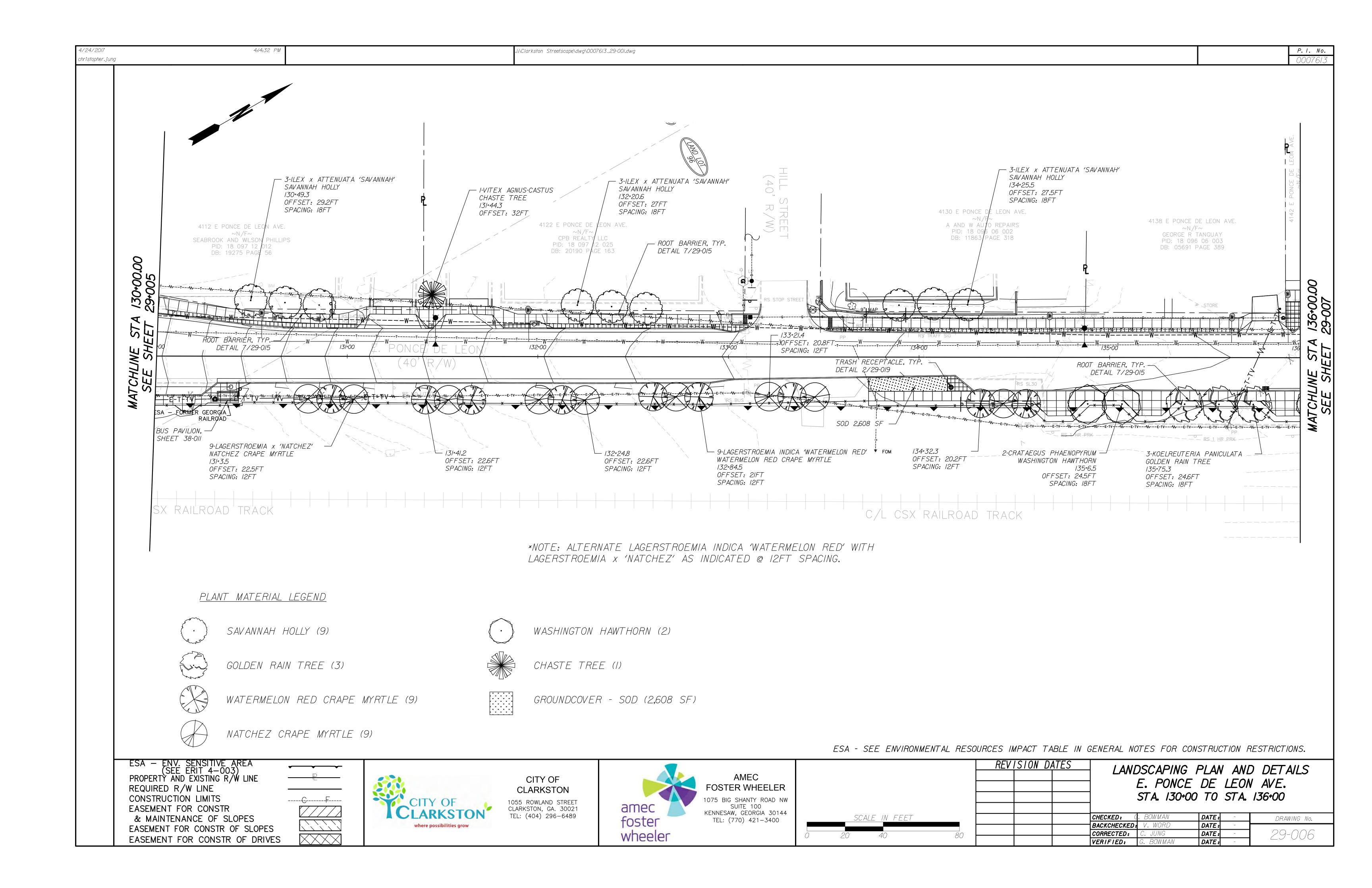


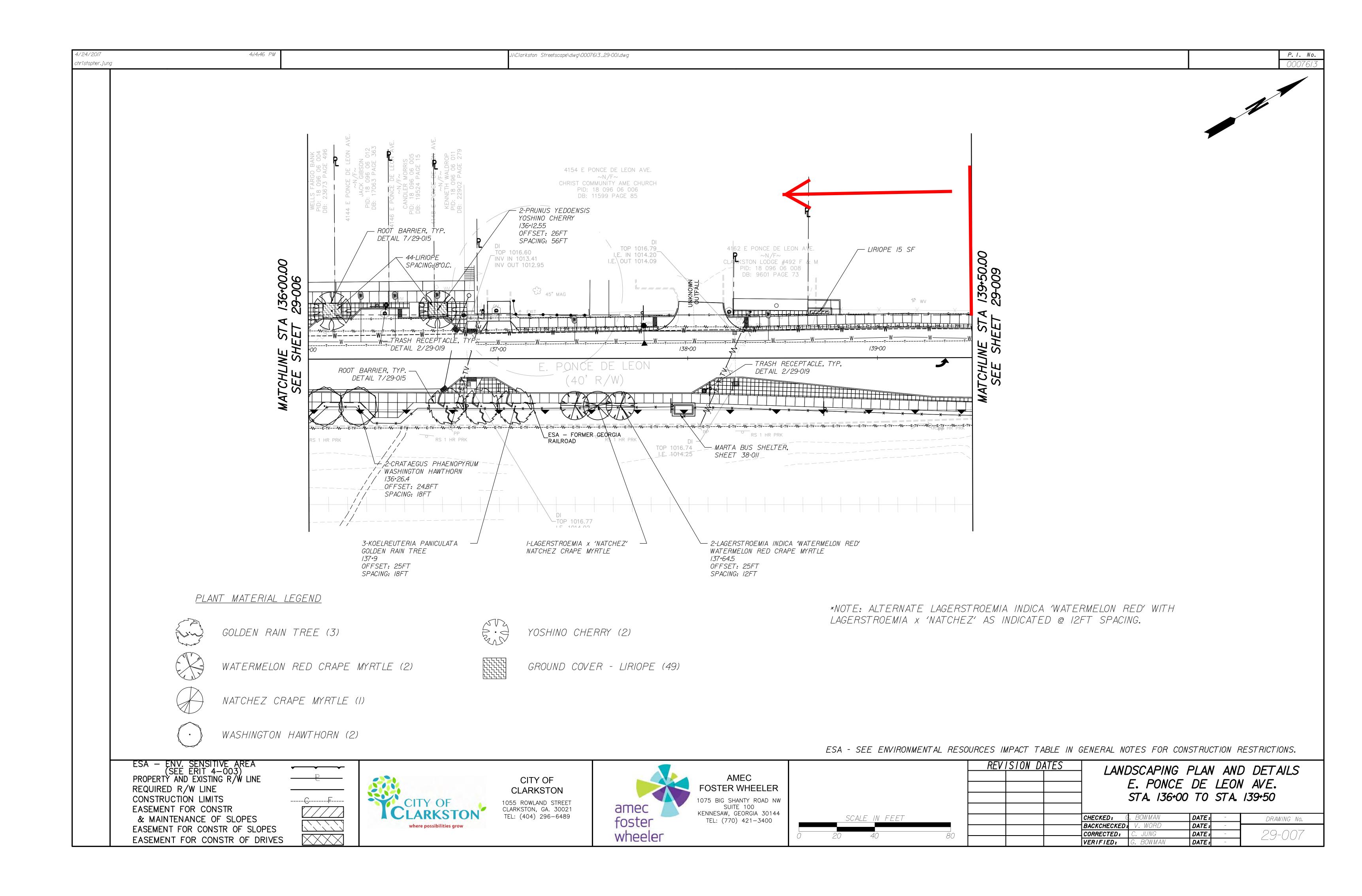




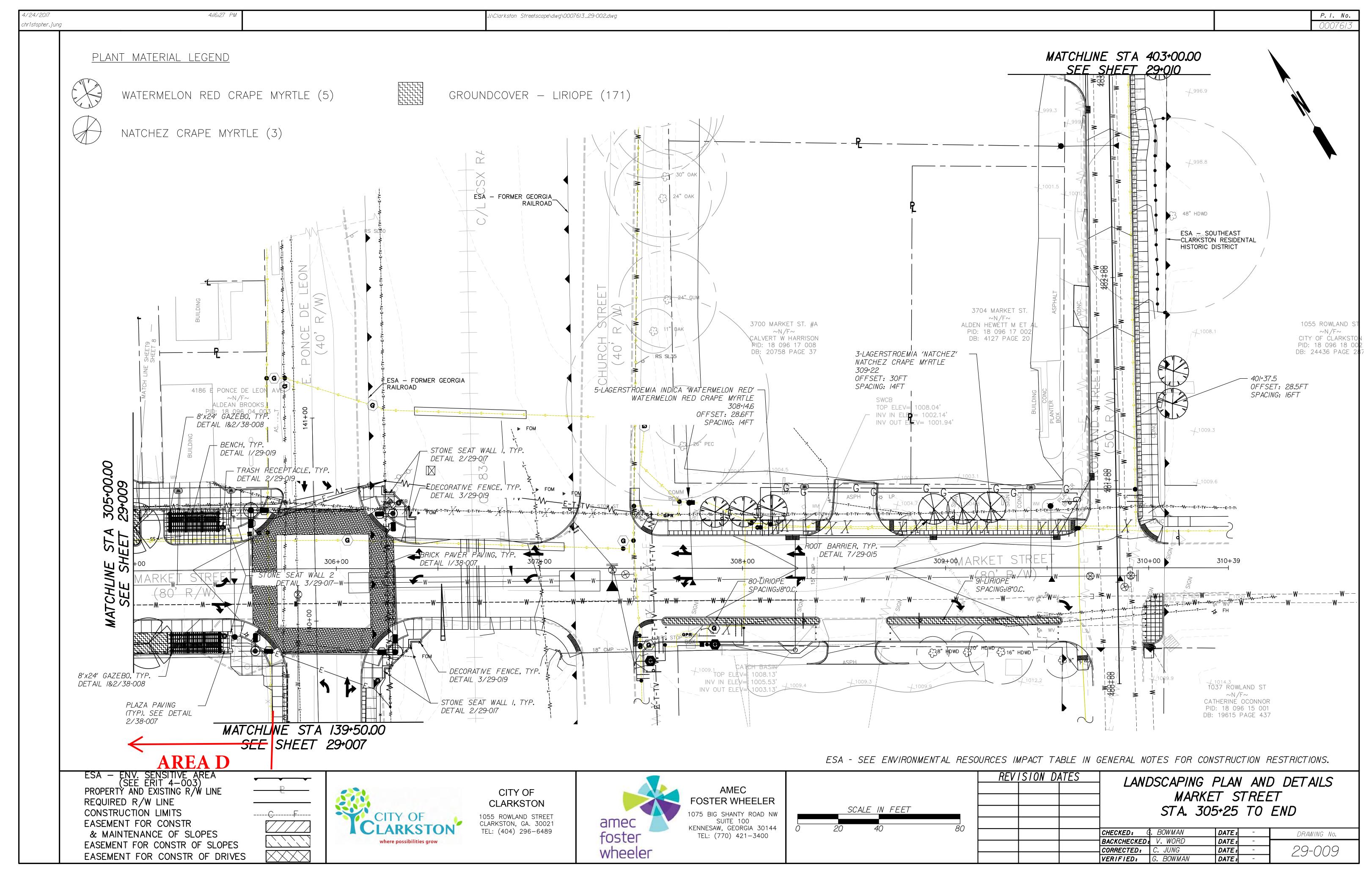




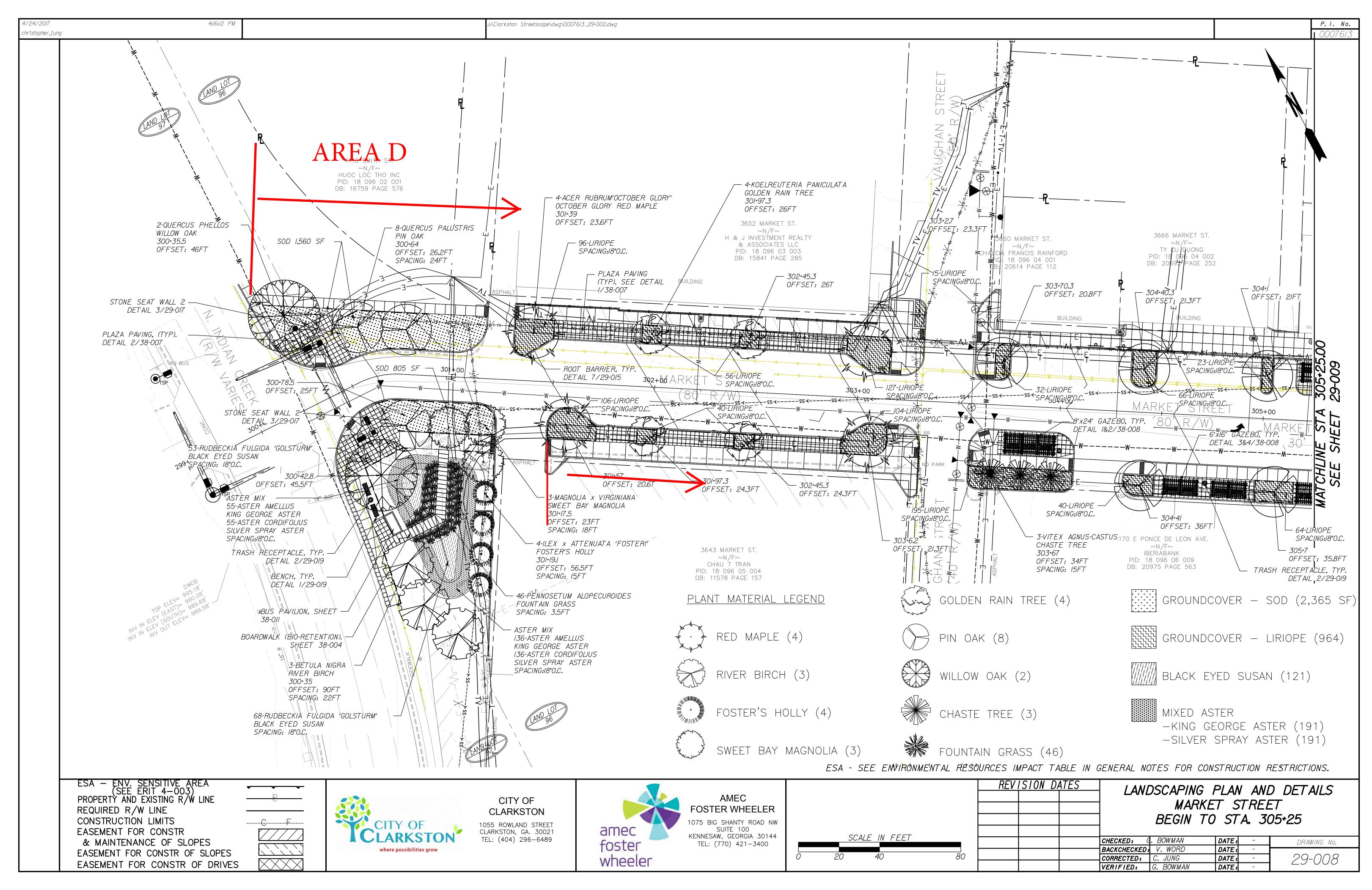




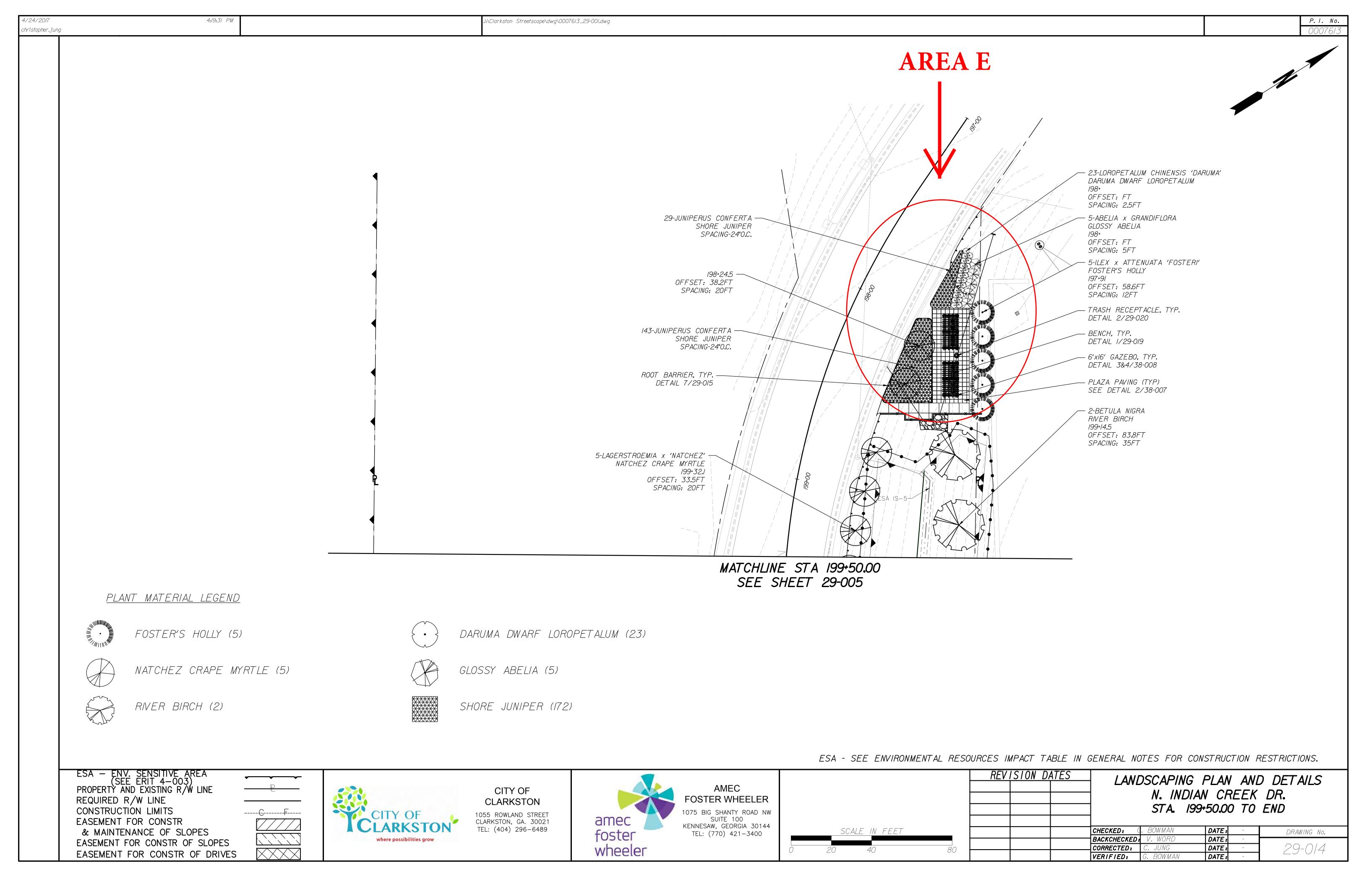
Project Area D-1 to D-2 Market St from East Ponce de Leon to North Indian Creek



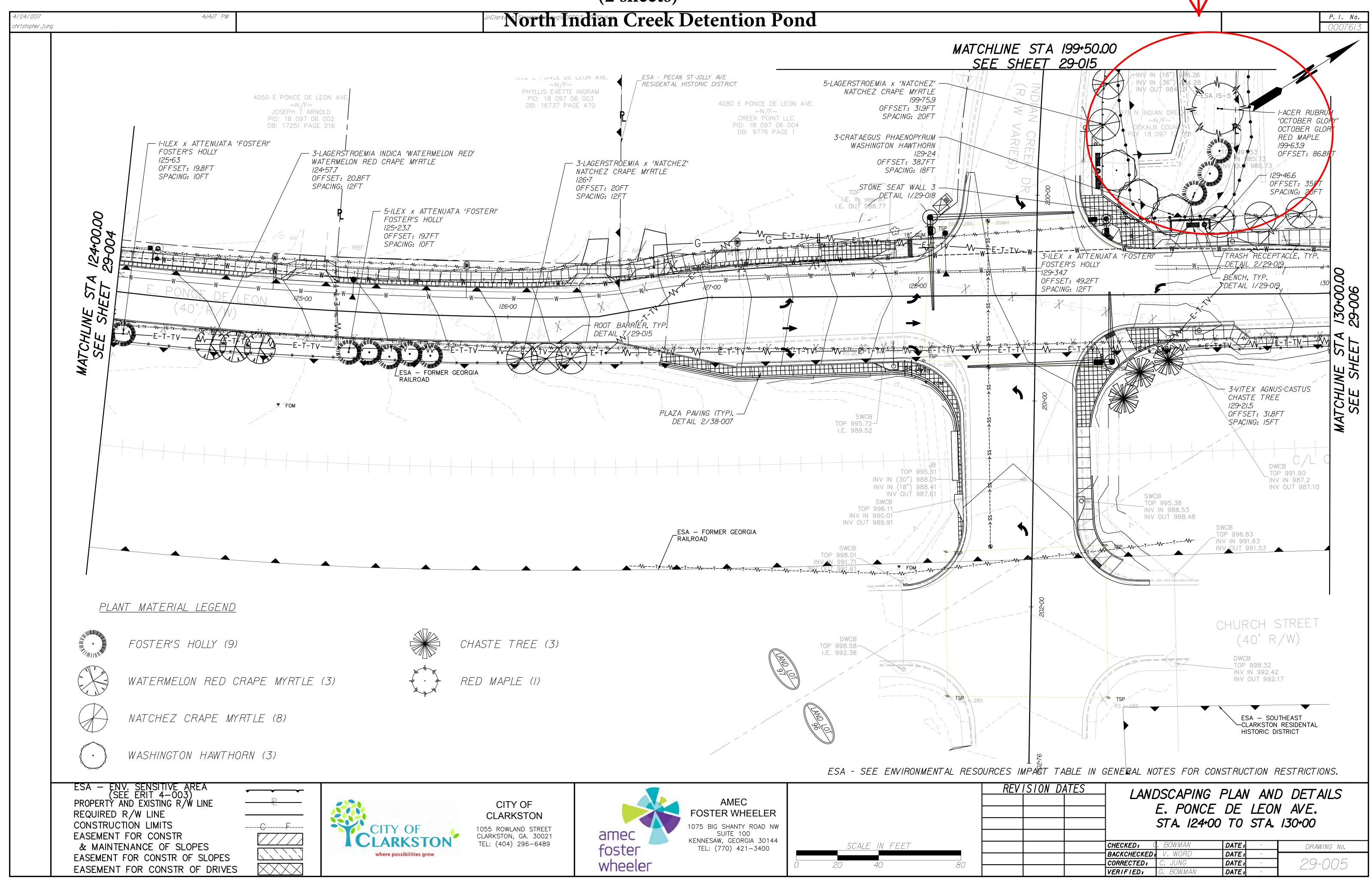
Project Area D-1 to D-2 Market Street from East Ponce de Leon to North Indian Creek

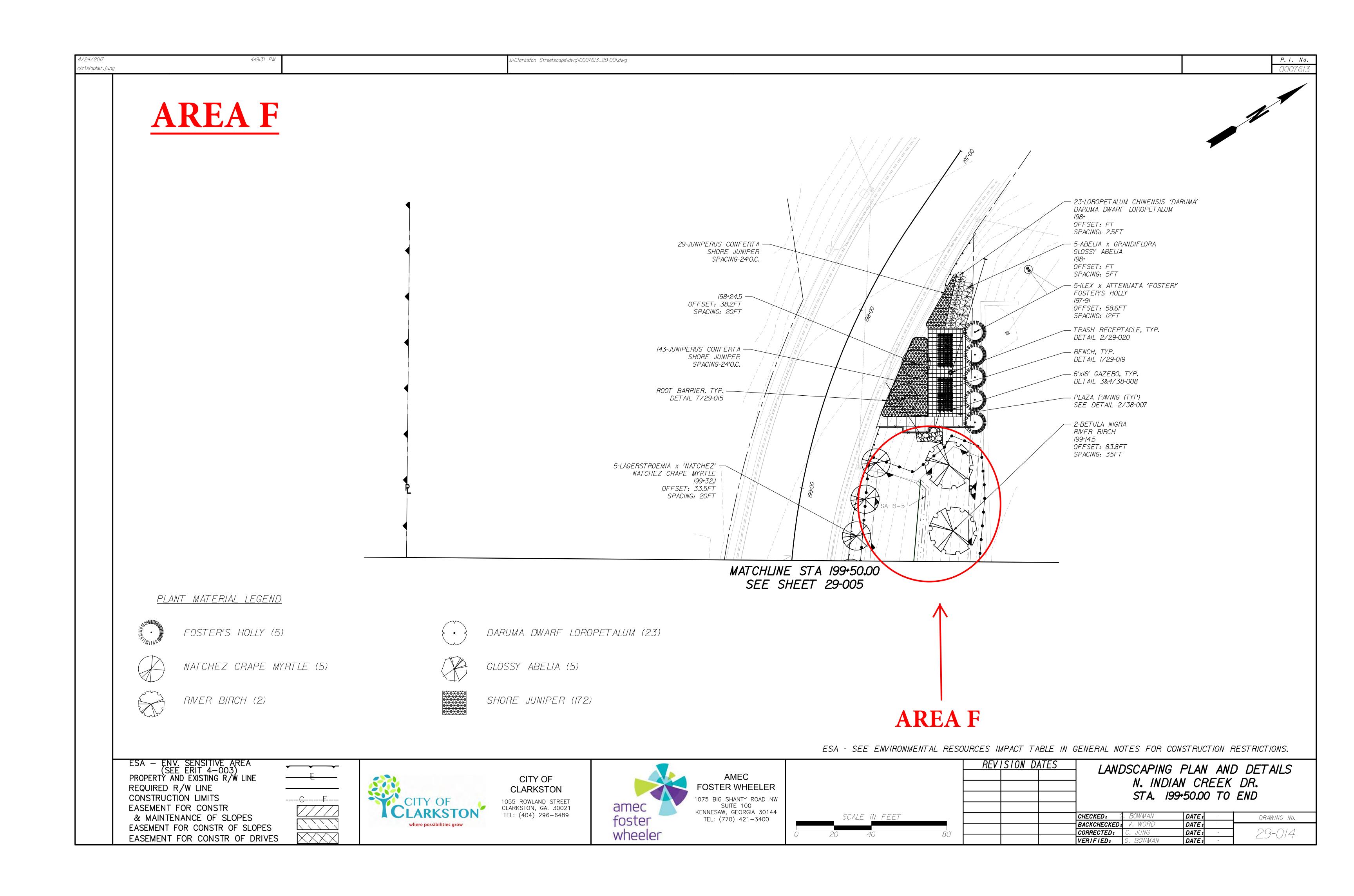


Project Area E North Indian Creek Pocket Park

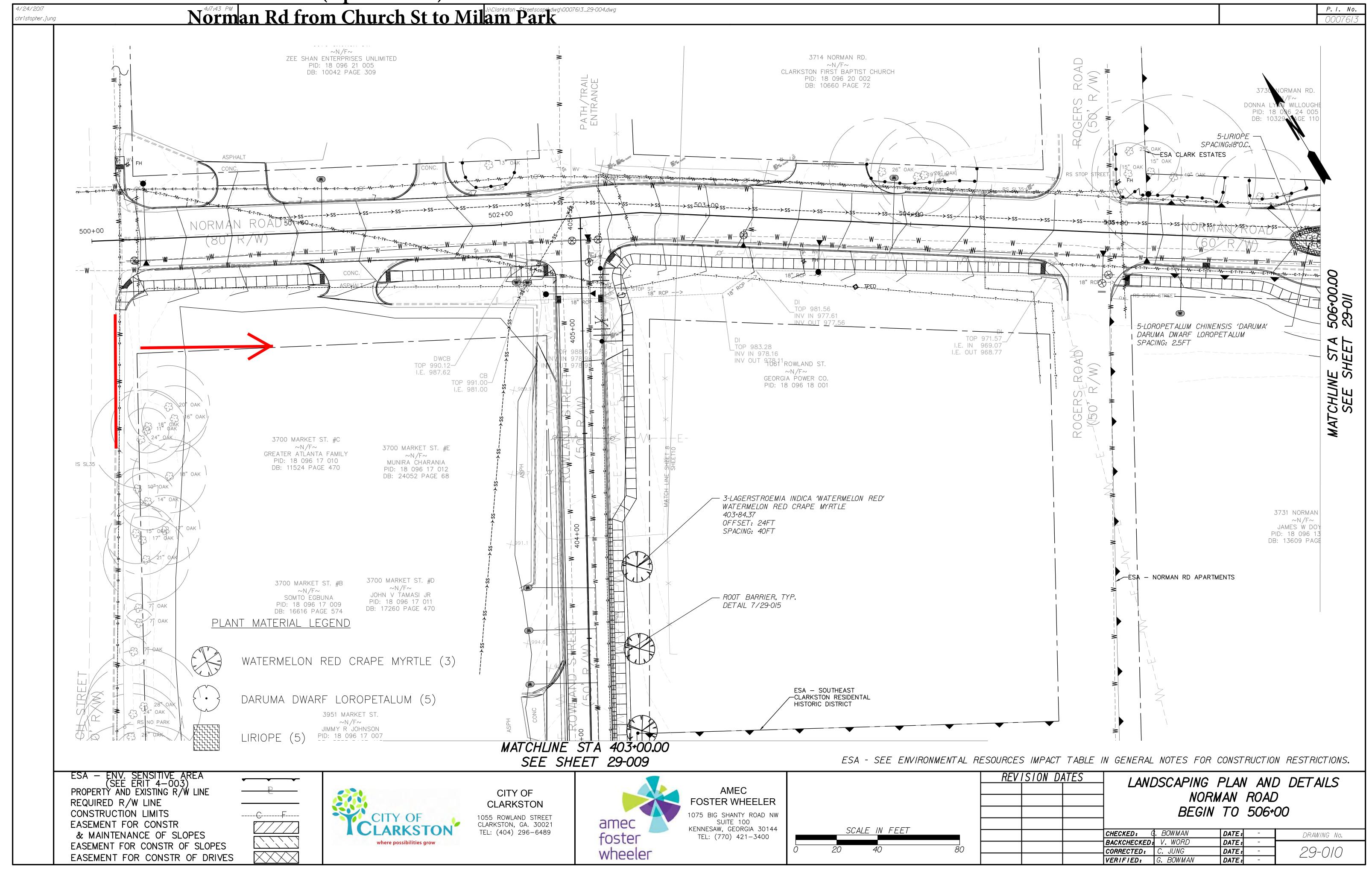


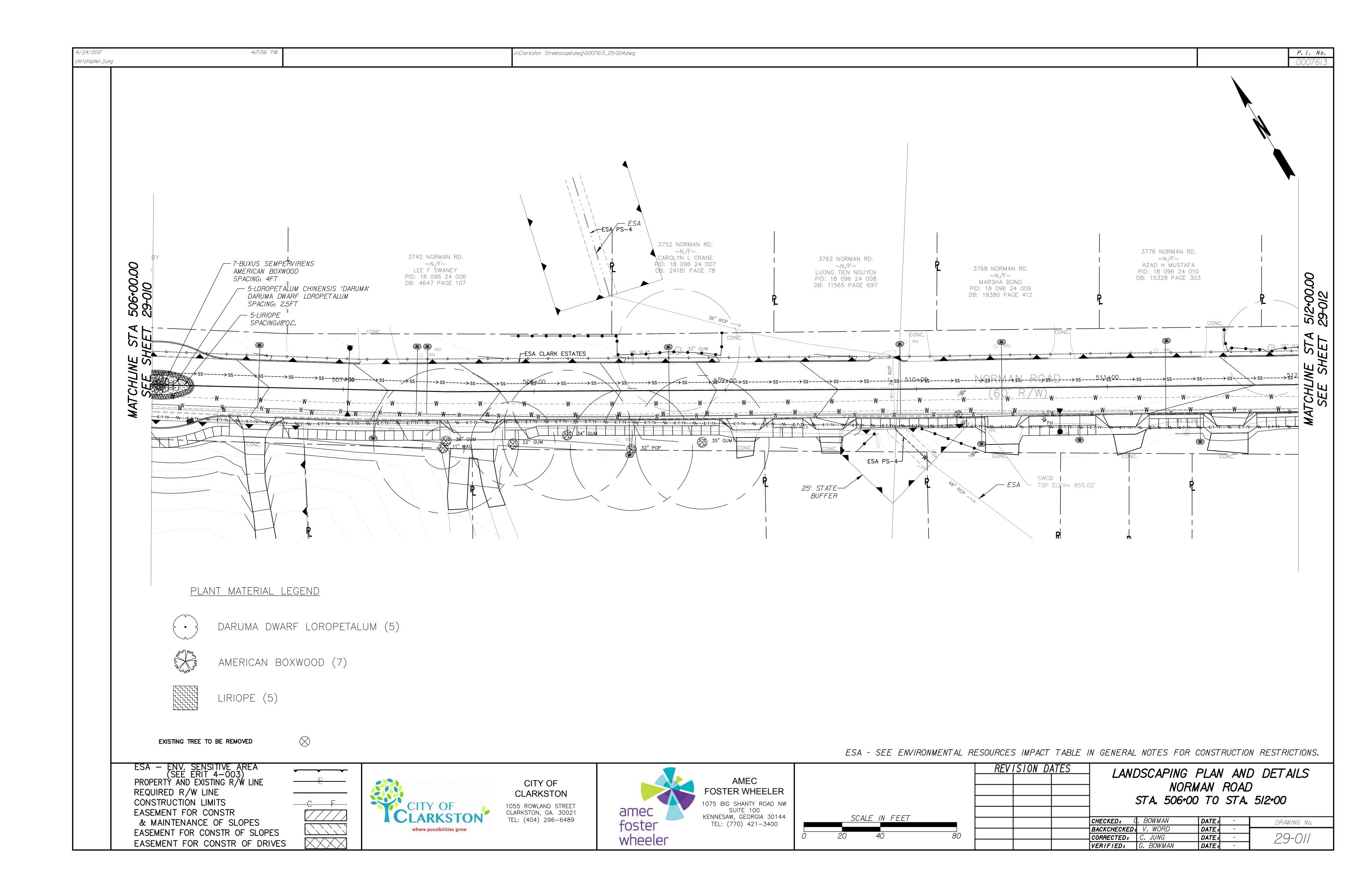


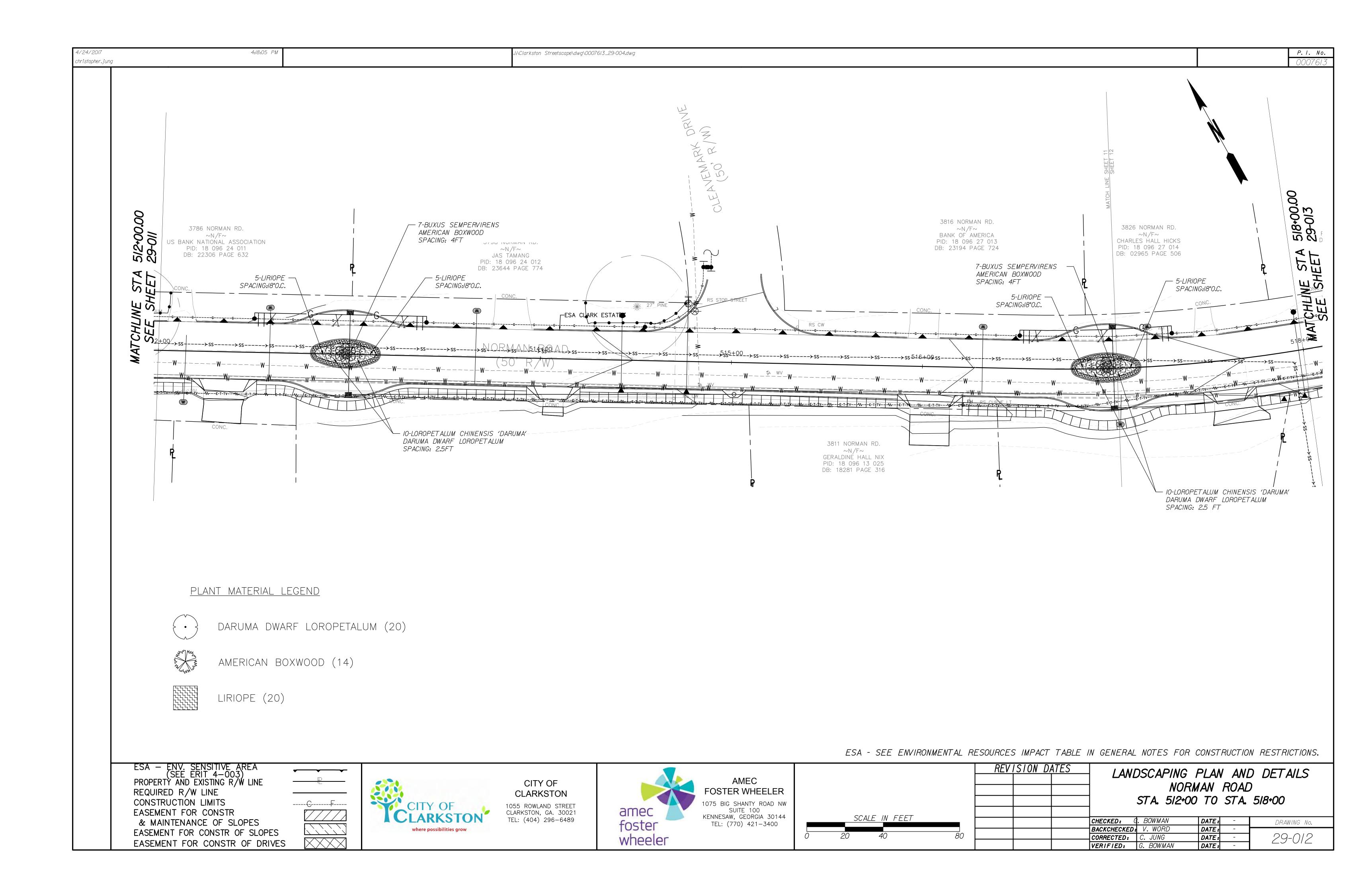


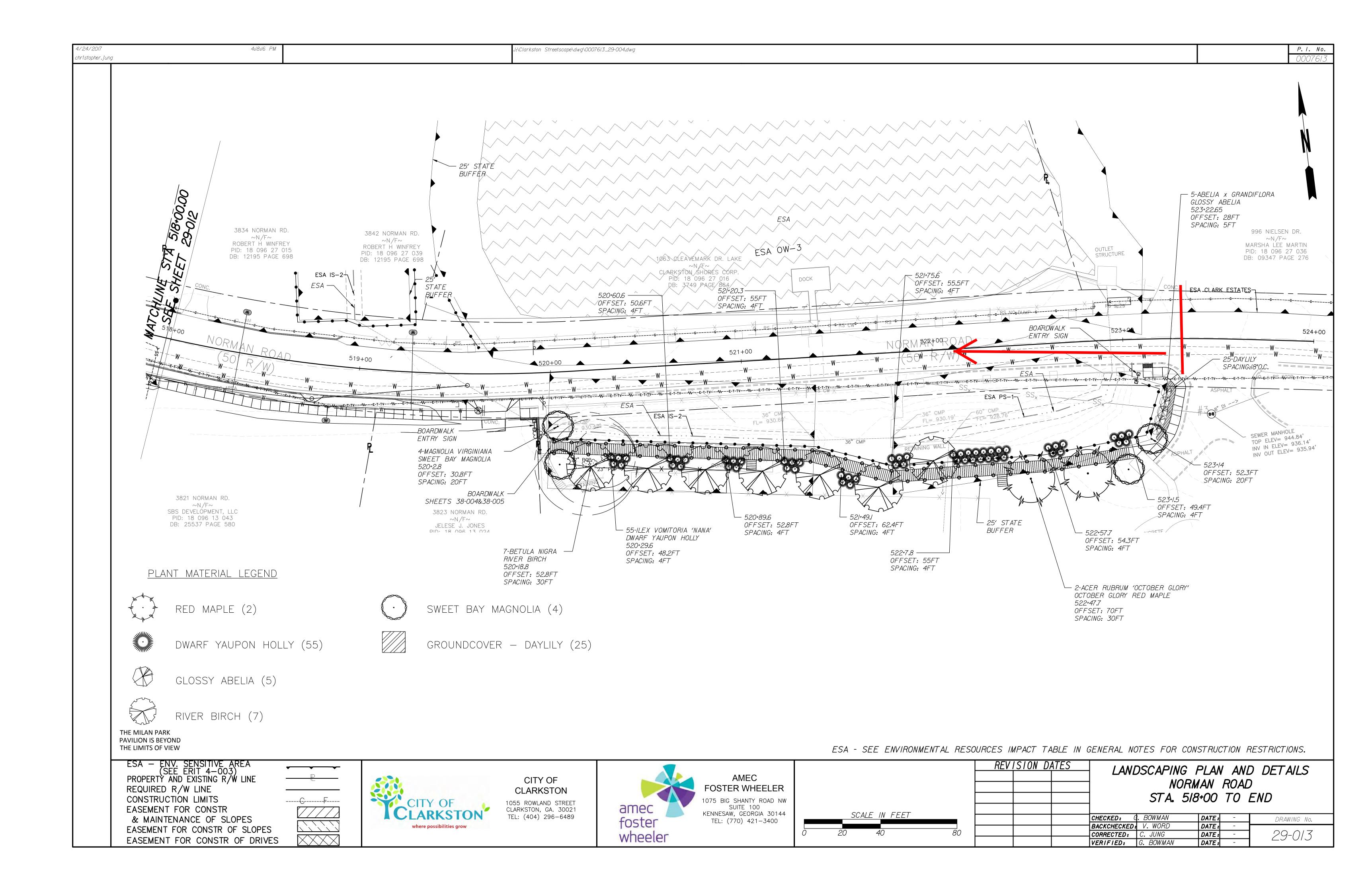


Project Area G.1 to G.4 (4 plan sheets)



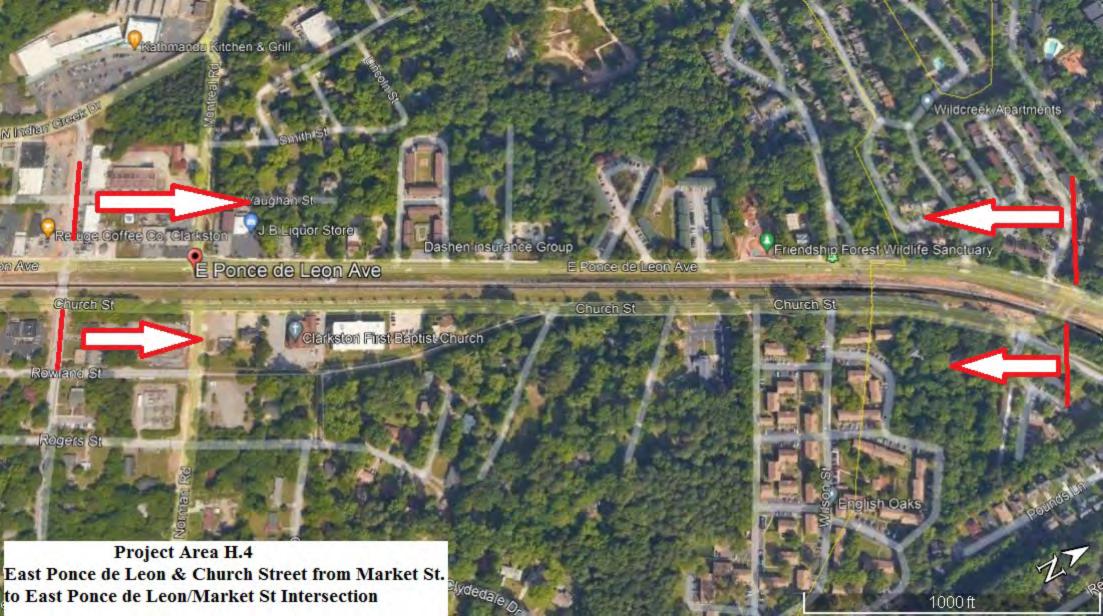












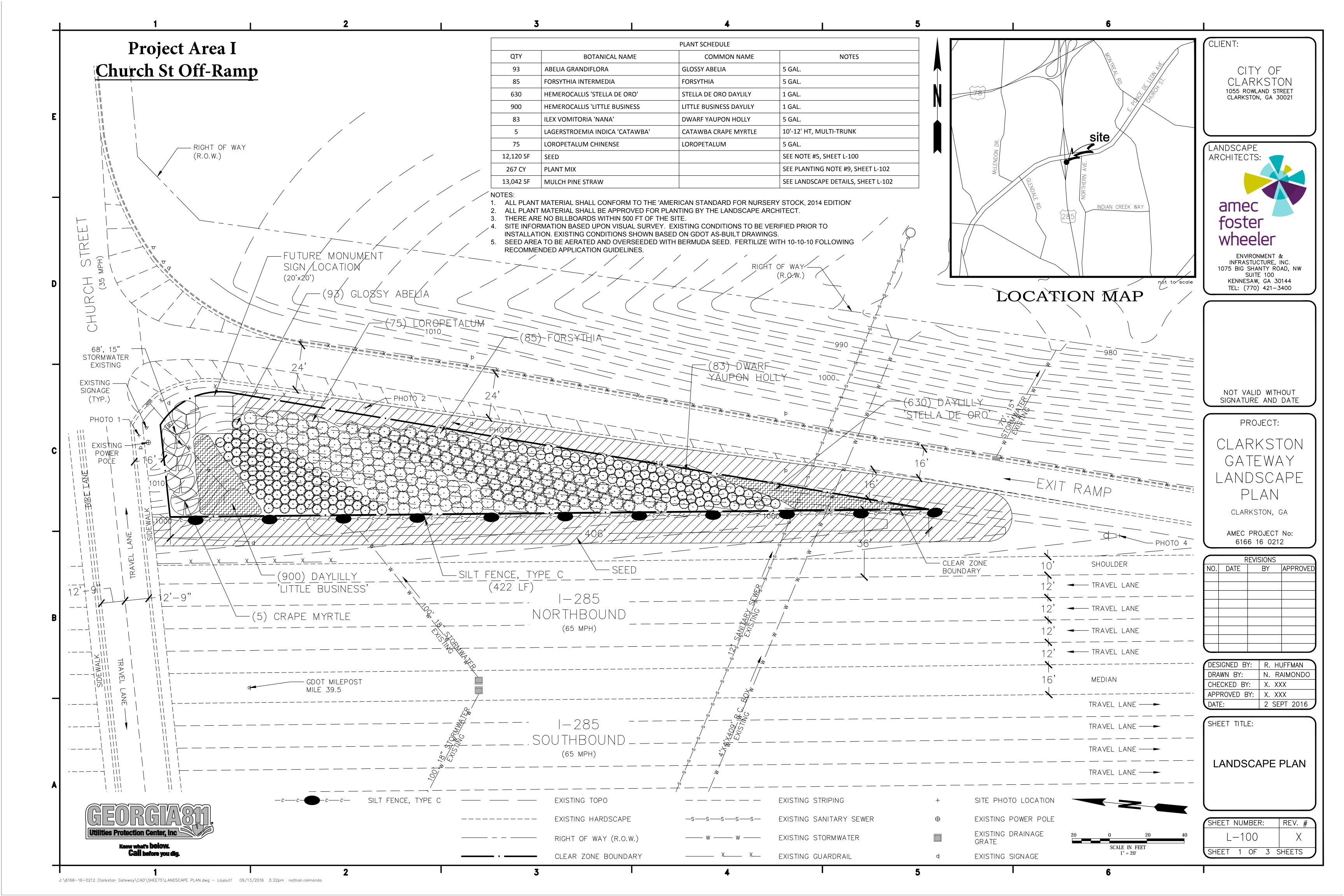












PLANT PALLETTE



GLOSSY ABELIA (ABELIA GRANDIFLORA)

DWARF YAUPON HOLLY

ILEX VOMITORIA 'NANA'





LITTLE BUSINESS DAYLILY (HEMEROCALLIS 'LITTLE BUSINESS')



STELLA DE ORO DAYLILY (HEMEROCALLIS 'STELLA DE ORO')



ENVIRONMENT &
INFRASTUCTURE, INC.
1075 BIG SHANTY ROAD, NW
SUITE 100
KENNESAW, GA 30144
TEL: (770) 421-3400

CITY OF CLARKSTON 1055 ROWLAND STREET CLARKSTON, GA 30021

CLIENT:

NOT VALID WITHOUT SIGNATURE AND DATE

PROJECT:

CLARKSTON

GATEWAY

LANDSCAPE

PLAN

CLARKSTON, GA

AMEC PROJECT No:

	616	6 16 021:	2
	F	REVISIONS	
NO.	DATE	BY	APPROVED
	NO.	616	REVISIONS NO. DATE BY

DESIGNED BY:	R. HUFFMAN
DRAWN BY:	N. RAIMONDO
CHECKED BY:	X. XXX
APPROVED BY:	X. XXX
DATE:	2 SEPT 2016

SHEET TITLE:

PLANT PALLETTE &
SITE PHOTOS

SHEET	NUI	MBER).		REV. #
L-101			X		
SHEET	2	OF	3		SHEETS

FORSYTHIA (FORSYTHIA INTERMEDIA)



CRAPE MYRTLE (LAGERSTROEMIA INDICA 'CATAWBA')



LOROPETALUM (LOROPETALUM CHINENSE)

SITE PHOTOS



PHOTO 2

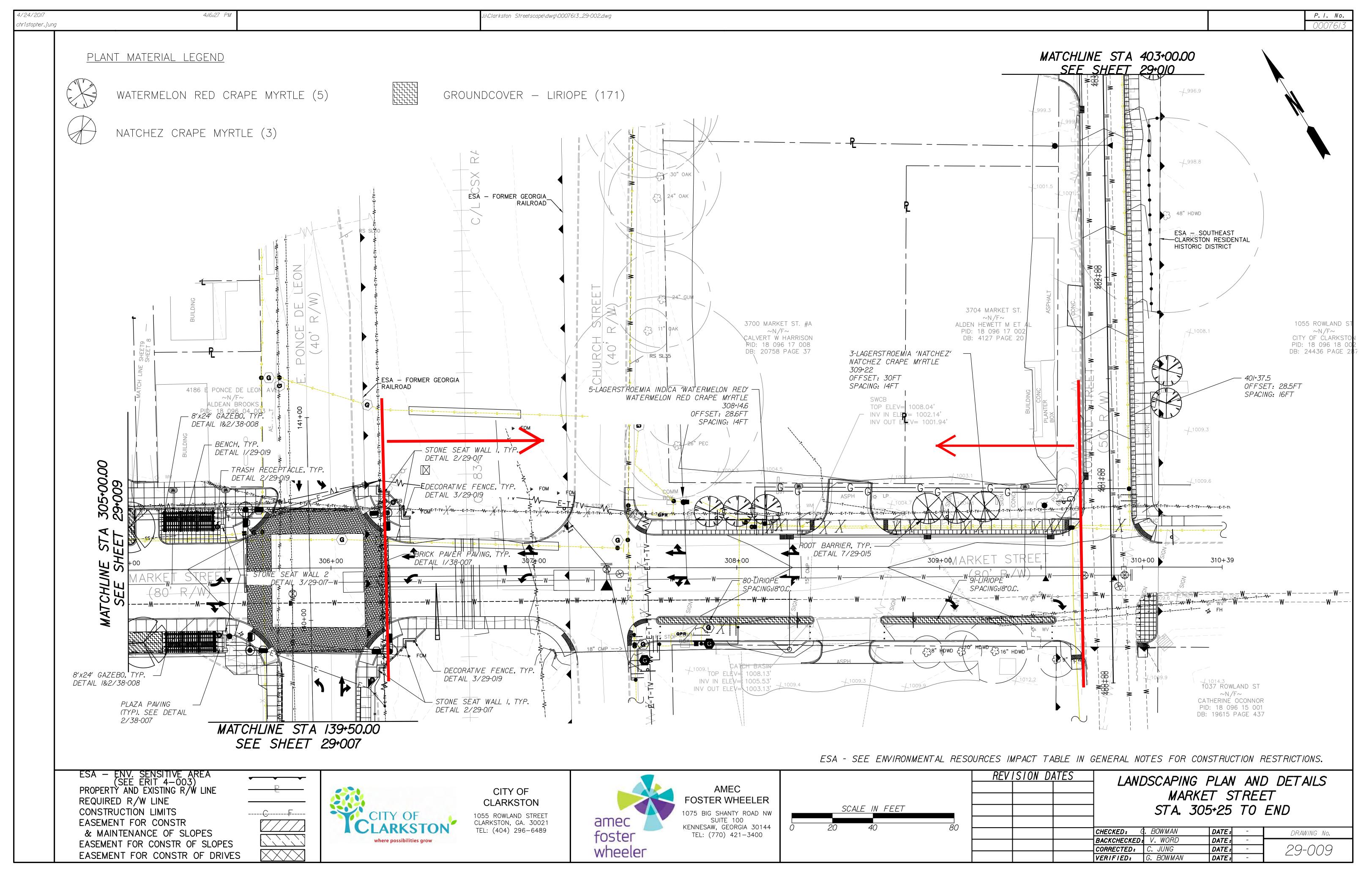


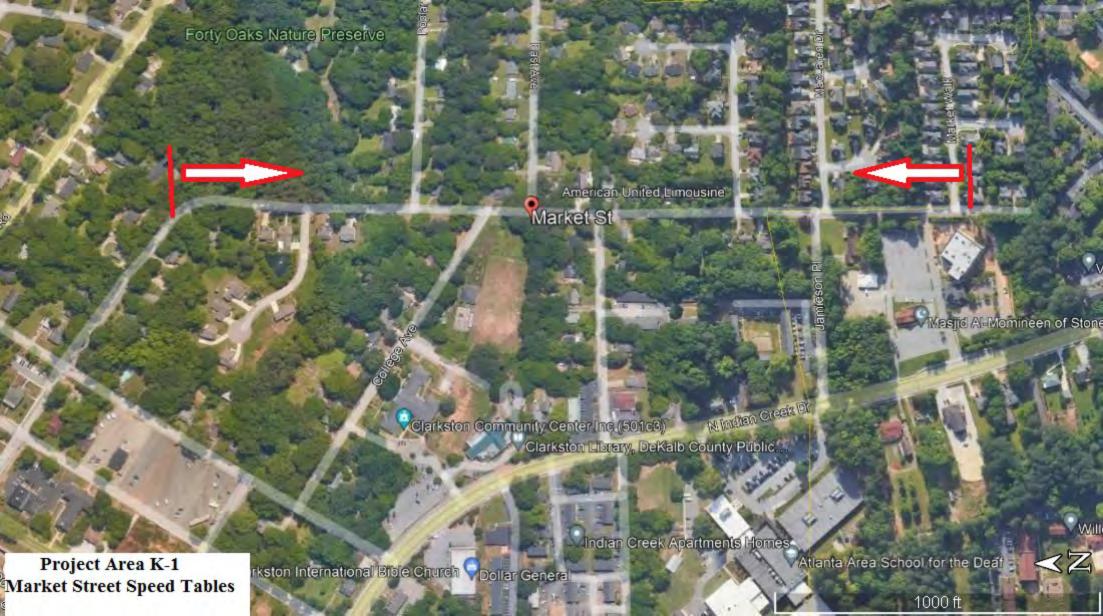
PHOTO 3

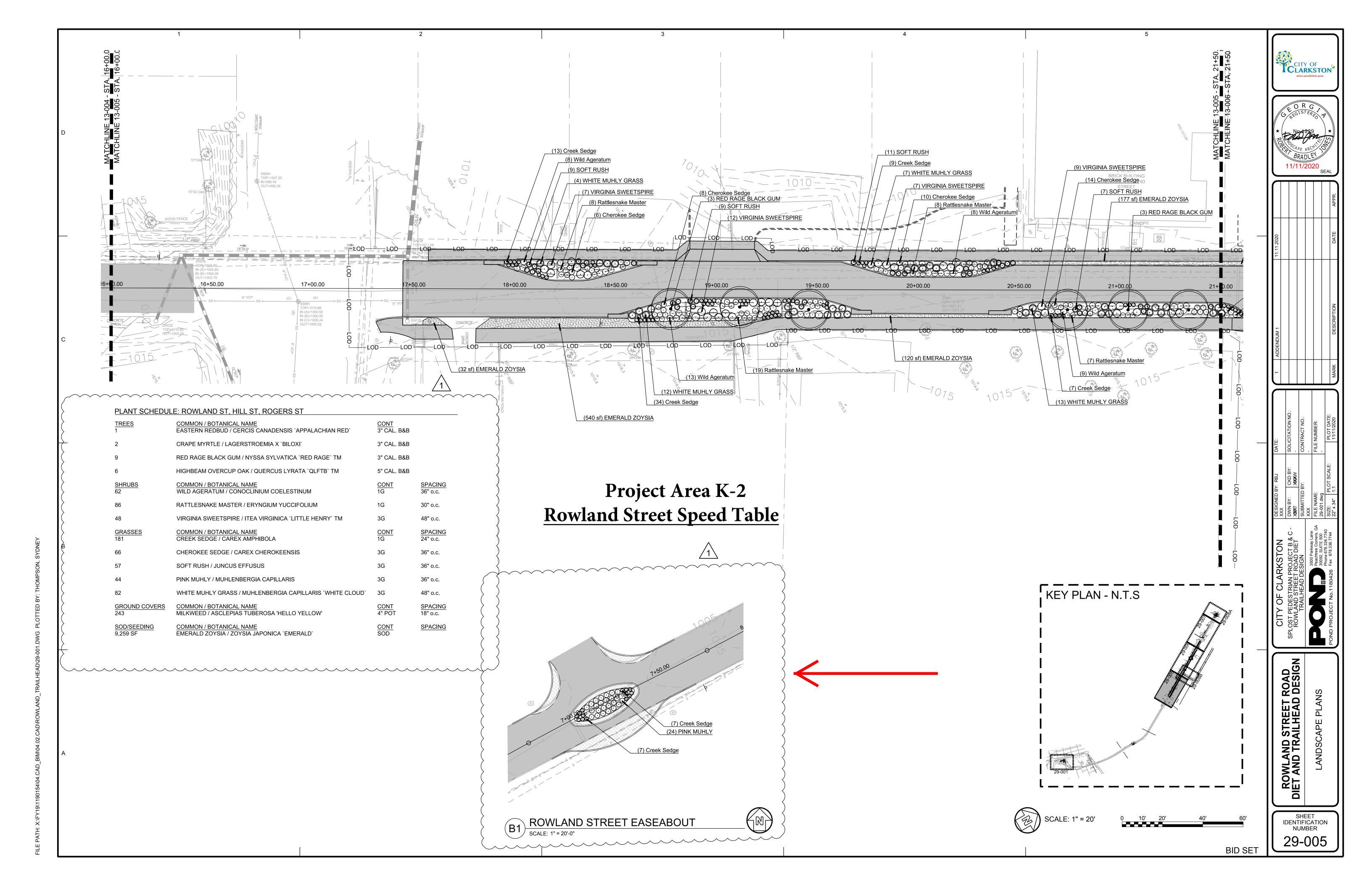
3 PHOTO 4

PHOTO 1

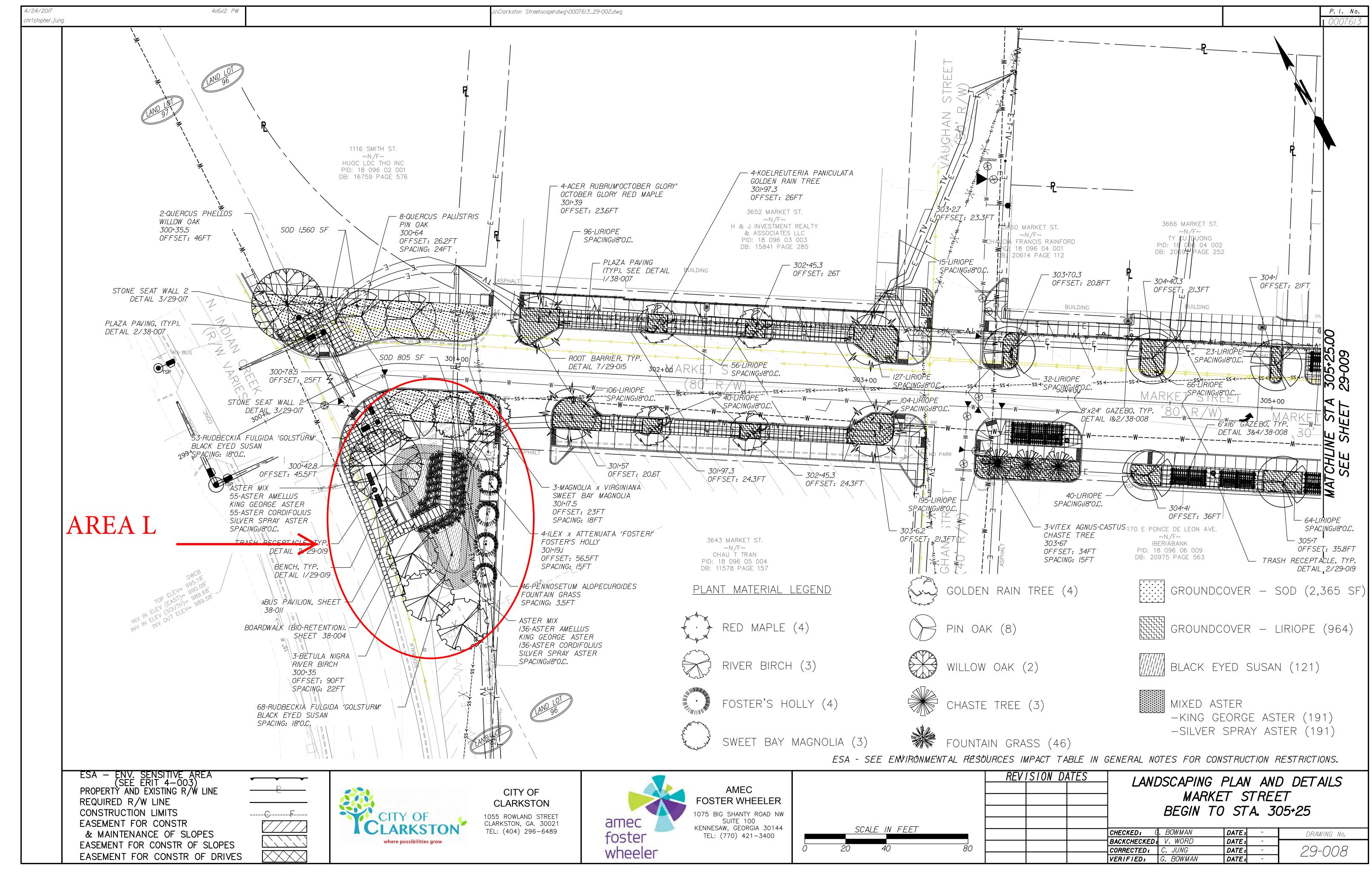
Project Area J Market St from East Ponce de Leon to Rowland Street







Project Area M Bio-Retention area - North Indian Creek at Market St







ITEM NO: 4B

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: January 3, 2023

SUBJECT: To introduce the new Planning /Economic Development Manager, Katherine Hernandez.

DEPARTMENT: CITY ADMINISTRATION

ATTACHMENT: □YES □NO
Pages:

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

PURPOSE: To introduce the new Planning /Economic Development Manager, Katherine Hernandez.

<u>NEED/ IMPACT</u>: The Planning, Economic Development Manager will preside over all services provided by the Planning/ Economic Development Department.

RECOMMENDATION: N/A

ITEM NO: 5A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session

Pages:

BUSINESS AGENDA / MINUTES

ACTION TYPE: Review/Discussion

MEETING DATE: January 3, 2023

SUBJECT: To discuss the 2023 Local Maintenance & Improvement Grant (LMIG) program proposed projects.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: □YES ☒ NO

ATTACHMENT: ⊠ YES □NO

City Manager

PHONE NUMBER: 404 296 6489

INFORMATION CONTACT: Shawanna Qawiy,

PURPOSE: The Fiscal Year 2023 LMIG program is accepting applications for projects.

NEED/ IMPACT: The Office of Local Grants forwarded the FY 2023 Local Maintenance Improvement Grant (LMIG) award letters to the mayors and the chairpersons of all the local governments within the state. The FY 2023 LMIG award letter contains information on how to apply for the LMIG funds, and the total award amount.

To complete the application process, staff is providing the proposed list of projects for consideration under this fiscal year of funding. The formula amount for the Fiscal Year 2023 program is \$93,532.50 with a local match of \$28,059.75 (30%). The total project budget will be \$ 121,592.25.

With an approved listed of projects the mayor will sign a cover letter with a notarized LMIG application. The entire LMIG package will be submitted on-line before the application deadline of February 2023.

RECOMMENDATION: N/A

MEMO

CHURCH AND LOVEJOY STREET SIDEWALKS LMIG 2022

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

- > SOL Construction, LLC \$171,418
- Construction 57, Inc. \$160,710
- ➤ R&B Developer, Inc. \$199,285
- ➤ Ohmshiv Construction \$234.374

Staff Estimated Cost of Work:

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

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

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

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

Recommendation

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

Staff recommends an award to Construction 57, Inc.

LMIG Funding

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

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

Next Steps

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

- the owners for approval. Completed easement forms will be provided to the city manager for acceptance in early January 2023.
- ✓ Contract will be prepared and submitted to the City Manager or signatures upon city council vote on the low bidder

CLARKSTON LMIG PROPOSED PROJECTS

PROJECT NOS.	ROAD SEGMENT	то	FROM	LENGTH OF ROAD (FEET)	DESCRIPTION OF WORK	ESTIMATED COST
1	CHURCH STREET	3895 CHURCH STREET	MARKET STREET	700	RESET GRANITE CURB (1530 LF), REMOVE AND CONSTRUCT 5' CONCRETE SIDEWALK (175 SY), 3-ADA TYPE D WITH YELLOW TRUNCATED DOMES, GRADING COMPLETE, TRAFFIC CONTROL, 55 LF-6-INCH CONCRETE CURB, SOD	\$ 83,500.00
2	GINA DRIVE	BROCKETT ROAD	CHAMPION WAY	470	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TWO STOP BARS, CROSSWALK , TRAFFIC CONTROL	\$ 73,000.00
3	COLLEGE AVE (WITH SIDEWALK CONSTRUCTION)	MARKET STREET	ROGERS STREET	1310	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, INSTALL 3 SPEED TABLES, TWO STOP BARS, CROSSWALK, 455 LF 5' SIDEWALKS, RETAINING WALL, RESET 2140 LF RECYCLED GRANITE CURB, GRADING TRAFFIC CONTROL	\$ 295,000.00
4	COLLEGE AVE (WITHOUT SIDEWALK CONSTRUCTION)	MARKET STREET	ROGERS STREET	1310	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, INSTALL 3 SPEED TABLES, TWO STOP BARS, CROSSWALK, RESET 2140 LF RECYCLED GRANITE CURB, GRADING TRAFFIC CONTROL	\$ 180,000.00
5	NORTH INDIAN CREEK DRIVE	EAST PONCE DE LEON AVE	SMITH STREET	40	REMOVE AND RECONSTRUCT (40 LF) 5' CONCRETE SIDEWALK, 2-ADA TYPE D PEDESTRIAN RAMPS WITH TRUNCATED DOMES, 30 LF GUARDRAIL TYPE T, ADJUST MANHOLE TO GRADE, TRAFFIC CONTROL	\$ 24,000.00
6	MACLAREN DRIVE	MARKET STREET	CUL-DE-SAC	1015	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME,TRAFFIC CONTROL	\$ 121,000.00
7	MONTREAL ROAD GUARDRAIL AT BRIDGE	MONTREAL ROAD	MONTREAL ROAD	200	REMOVE AND RELPACE (200 LF) GUARDRAIL TYPE 2, TRAFFIC CONTROL, GRADE, CONSTRUCT GRAVITY WALL, RECONSTRUCT SIDEWALKS	\$ 78,000.00
8	BROCKETT ROAD	EAST PONCE DE LEON AVE	HWY 78	350	REMOVE AND CONSTRUCT 35-ADA TYPE D PEDESTRIAN RAMPS WITH TRUNCATED DOMES, TRAFFIC CONTROL	\$ 72,000.00
9	JOLLY AVE	BACON STREET	MELL AVE	1410	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	\$ 132,000.00
10	CLARK STREET	SMITH STREET	CUL-DE-SAC	845	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	\$ 92,000.00
11	LINCOLN STREET	CLARK STREET	SMITH STREET	390	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	\$ 42,000.00
12	LESTER STREET	CLARK STREET	SMITH STREET	280	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	\$ 30,000.00
13	SMITH STREET	MONTREAL ROAD	LINCOLN STREET	720	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	\$ 84,000.00
14	TRIBBLE STREET	CLARK STREET	DEAD END	222	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	\$ 27,000.00



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

June 29, 2022

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

RE: Fiscal Year 2023 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Burks:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2023 LMIG Program in July 2022. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2023 LMIG Application, please visit the Department's website at www.dot.ga.gov/PS/Local/LMIG. This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, **Chartrae Kent**, at **770-216-3880** for assistance with the online application process.

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

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures
 form and <u>invoices</u> for Fiscal Year 2020 projects and all other prior years unless previously approved to
 combine funding for Fiscal Years 2020, 2021, and 2022. The forms can be attached in the LMIG Application
 System if they have not already been provided to your District State Aid Coordinator.

All electronic LMIG applications must be received no later than February 1, 2023. Failure to submit applications by the deadline might result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2023 Program is \$93,532.50 and your local match is 30%. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240 or email questions to <u>LocalGrantsProgram@dot.ga.gov</u>.

Sincerely,

Bill Wright

Local Grants Administrator

-Bill wight

cc: The Honorable Kim Jackson, Georgia State Senate

The Honorable Zulma Lopez, Georgia House of Representatives

The Honorable Robert Brown, Jr., State Transportation Board

Paul Denard, P.E., District Engineer

Chartrae Kent, District State Aid Coordinator

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: January 3, 2023

DEPARTMENT: Planning & Development	
ATTACHMENTS: ⊠YES □ NO Pages: 16	

PUBLIC HEARING: ⊠YES □NO

INFORMATION CONTACT:

Katherine Hernandez, Planning and Economic

Development Manager

PHONE NUMBER: 404-296-6489

SUBJECT: To discuss an amendment to the zoning map and a rezoning of the properties located at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 004), 600 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from I- Light Industrial to NR-CD Neighborhood Residential Community Development District.

<u>PURPOSE</u>: To consider an amendment to the zoning map and to rezone the subject properties from I- Light Industrial to NR-CD Neighborhood Residential Community Development District.

NEED/IMPACT:

The amendment to the zoning map and rezoning of the subject properties will better align the area with the adopted Clarkston 2040 Comprehensive Plan.

RECOMMENDATION(S):

PLANNING AND ECONOMIC DEVELOPMENT STAFF: Staff recommends approval of the rezoning and to amend the official zoning map from I— Light Industrial Zoning District to Neighborhood Residential — Community Development Zoning District for the subject properties.

<u>PLANNING AND ZONING BOARD:</u> The Planning and Zoning Board recommends approval of the amendment to the zoning map and to rezone the subject properties from I— Light Industrial Zoning District to Neighborhood Residential — Community Development Zoning District for the subject properties.

ATTACHMENTS: Staff Rezoning Report, 20 December 2020 Planning and Zoning Board Meeting Minutes



REZONING ANALYSIS

Prepared by: Katherine B. Hernandez

Planning & Economic Development Manager

Applicant: City Council -Clarkston

Request: Rezoning from I-Light Industrial Zoning District to NR-CD Neighborhood

Residential-Community Development Zoning District

Location: 572 Woodland Avenue Scottdale, GA 30079/City of Clarkston (M.

Brabson)

582 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (M.

Brabson)

586 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (D.

Brabson)

590 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (D.

Brabson)

596 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (A.

Mitchell)

600 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (A.

Mitchell)

606 Woodland Avenue Scottdale, GA 30079/ City of Clarkston (A.

Mitchell)

616 Woodland Avenue Scottdale, GA 30079/ City of Clarkston

(Allsouth Landscaping Group)

Parcel ID(s): 18 047 32 007

Purpose: To rezone the parcels and amend the official zoning map to better align

zoning with the adopted Clarkston 2040 Comprehensive Plan.

Current Land Use: 572, 586, 596, and 606 Woodland Avenue are vacant properties.

582, 590, and 600 Woodland Avenue each have a single-family detached

residential dwelling.

616 Woodland Avenue has 2 (two) single-story structures.

Sign(s) Posted: December 1, 2022

Planning & Zoning

Meeting: December 20th, 2022

P&Z Committee Meeting: December 20, 2022 City Council Meeting: January 10, 2023

Page 2

City Council

Meeting: January 10, 2022

Land Area: 3.64 +/- acres

Road Access: Woodland Avenue

Public Utilities:

<u>Water and Wastewater Treatment</u> – Public water service connections are not currently available on the vacant lots. If additional public sewer service is warranted, it will be made available via line extensions at the developer's/property owner's expense.

Zoning Overview:

The current zoning of the subject properties is I – Light Industrial Zoning District. City Council proposes to rezone and amend the official zoning map to the NR-CD – Neighborhood Residential – Community Development Zoning District.

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

Table 1.0

Current Zoning		Current Land Use	
Northeast	I – Light Industrial (City of Clarkston)	Single Family Residential CSX Rail (City of Clarkston)	
East	R-75 (DeKalb County)	Vacant Land Single-family residential dwellings Mill Creek Crossing Apartments (DeKalb County)	
South	R-75 (DeKalb County)	Single-family residential dwelling Vacant Lot (DeKalb County)	
West	C-2 (Dekalb County)	Small Commercial Retail Fuel Stations Automotive Shops (DeKalb County)	

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

Future Land Use: Mixed Use

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

P&Z Committee Meeting: December 20, 2022 City Council Meeting: January 10, 2023

Page 3

<u>Rezoning Review Criteria: Assessment of Application for Zoning Map Amendment</u> (Article III, Sec. 305):

When any request is made for a change in the zoning for any parcel of property, or when an amendment is requested to the zoning map, the following criteria points must be reviewed as follows.

<u>Criteria Point 1:</u> The effect upon the health, safety, morals or general welfare of the public compared to any hardship imposed upon the individual property owner seeking rezoning should rezoning be denied.

There will be minimal impact to the general welfare and safety of the public should the subject properties be rezoned to the NR-CD Zoning District.

<u>Criteria Points 2 and 3</u>: Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

The NR-CD Zoning District permits a variety of housing, particularly multi-family residential dwellings. This is in line with the properties immediately east, which are single-family detached residential dwellings, vacant properties, and a multi-family residential dwelling complex (Mill Creek Crossing Apartments) which does not face Woodland Avenue. As the NR-CD District Zoning permits similar uses, the adjacent and nearby properties would be minimally impacted.

<u>Criteria Point 4:</u> Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The eight (8) subject properties have reasonable economic use under the I-Light Industrial zoning district. All existing uses are currently permitted, and all may choose to develop into the various uses permitted in the I-Light Industrial zoning district.

<u>Criteria Point 5</u>: Whether the zoning proposal will result in a use that may cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Schools: Indian Creek Elementary School, Freedom Middle School, Clarkston High School **Streets and Transportation Facilities:**

Should redevelopment occur on the subject properties, additional volumes of both pedestrian and vehicular traffic along Woodland Avenue, North Decatur Road, and Church Street would occur.

Utilities and Environment:

Future development of these subject properties under the NR-CD Zoning District will impact existing and future facilities, schools, and utilities.

Public Safety:

Public safety would be impacted based on an increase in population related to any proposed development on the parcels.

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

P&Z Committee Meeting: December 20, 2022

City Council Meeting: January 10, 2023

Page 4

There is a current temporary moratorium on car wash facilities enacted by Resolution No. 2022-29 on September 6, 2022.

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

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

The subject properties are within an area identified as Mixed Use on the Future Land Use Map in the Clarkston 2040 Comprehensive Plan (Plan) adopted in 2016 and updated in 2021. The Mixed-Use land designation promotes diverse uses such as multi-family housing, commercial, office, and urban compatible industrial uses. The proposed rezoning to the NR-CD Zoning District is in line with the Mixed-Use land designation found in the Plan as it allows for the development of a variety of multi-family housing.

The Plan also discusses the community's desire to attract more homeowners as well as outlining housing policies and priorities that support the enhancement of existing housing stock and the development of affordable housing. It is reasonable to determine that a rezoning to the NR-CD Zoning District has the possibility to support these policies and priorities as large adjacent parcels have the potential to attract multi-family housing development.

A rezoning of these subject properties from the I- Light Industrial Zoning District to the Neighborhood Residential – Community Development Zoning District is in conformance with the Clarkston 2040 Comprehensive Plan Future Land Use Map. The proposed rezoning is compatible and minimally disruptive to the R-75 Zoning District properties in the adjacent portion of Dekalb County. It is also minimally disruptive to the existing business north of the subject properties as they do not share streets for entry and exit. It also aligns with the housing policies and priorities found in the Clarkston 2040 Comprehensive Plan.

Recommendation:

Staff recommends **approval** of the rezoning request and to amend the official zoning map from I—Light Industrial Zoning District to **Neighborhood Residential**—**Community Development Zoning District** for the subject properties.

Attachments:

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



596 Woodland Ave. Scottdale, GA 30079



582 Woodlnad Avenue Scottdale, GA 30079





586 Woodland Ave. Scottdale GA 30079

590 Woodland Ave. Scottdale GA 30079

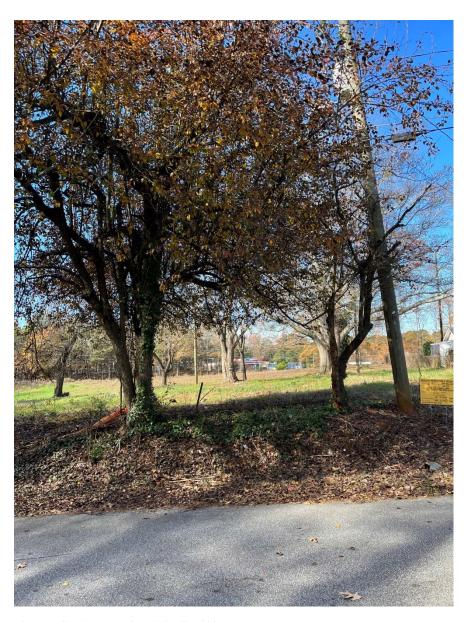




596 Woodland Avenue Scottdale, GA 30079

600 Woodland Avenue Scottdale, GA 30079





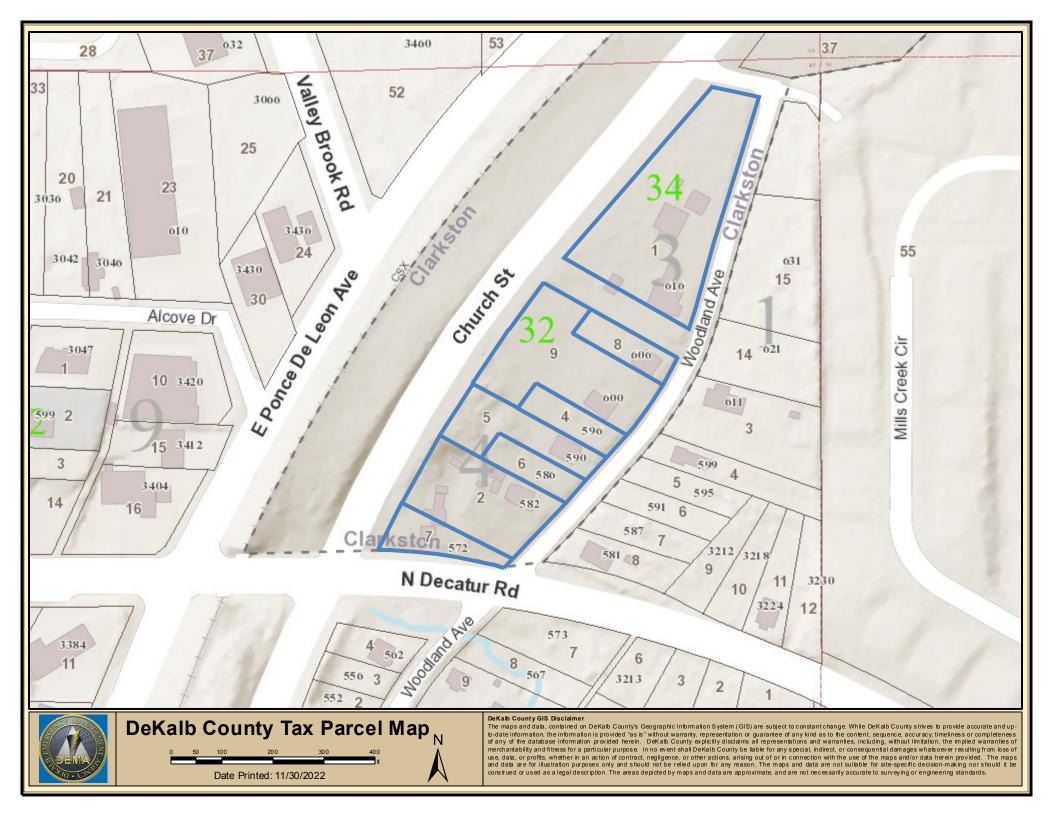
606 Woodland Avenue Scottdale, GA 30079



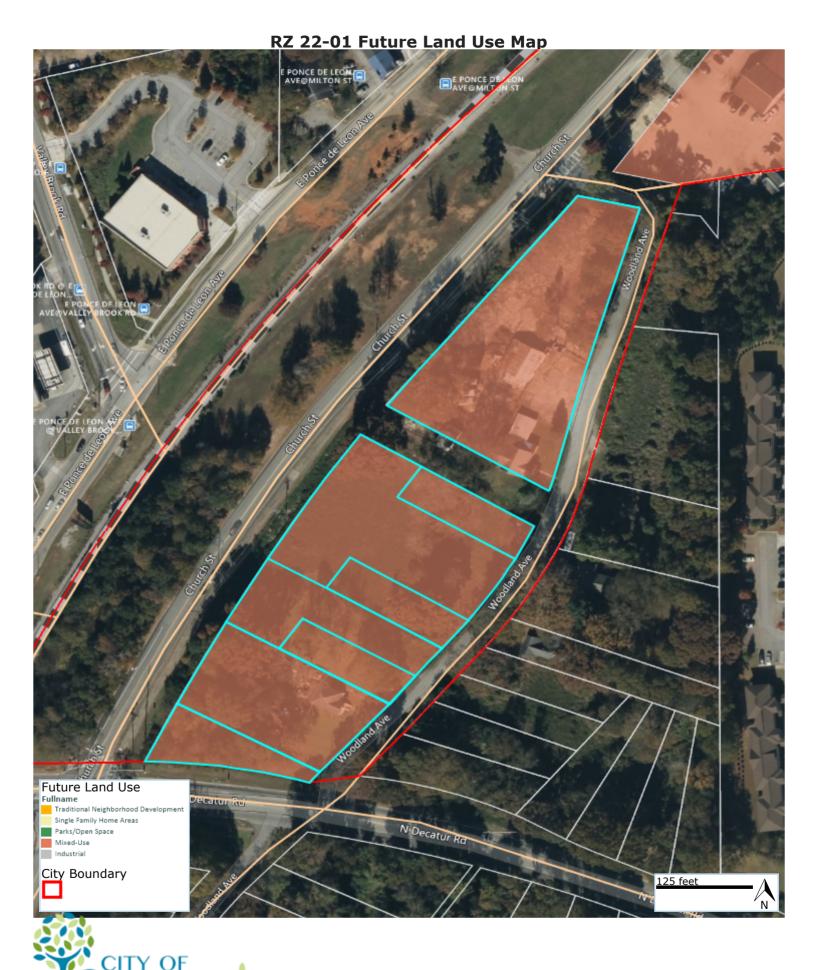
616 Woodland Avenue Scottdale, GA 30079 – Structure 1 of 2



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







where possibilities grow



where possibilities grow



PLANNING & ZONING BOARD MEETING MINUTES

December 20, 2022, 7:00 PM ZOOM

MINUTES

- **A. CALL TO ORDER** The meeting was called to order at 7:05pm
- **B. ROLL CALL** Chair Charles McFarland, Birendra Dhakal, Vice Chair Felicia Weinert, Lisa Williams, Herbert Clark
- **C. APPROVAL OF SEPTEMBER 2022 MEETING MINUTES.** Chair Charles McFarland called for a motion to approve. Vice Chair Felicia Weinert made the motion to approve, Herbert Clark seconds, and the motion passed 5/0/0.
- **D. OLD BUSINESS** No old business.
- E. NEW BUSINESS

PUBLIC HEARING: Chair McFarland opened the public hearing and shared the purpose of the meeting, which was to discuss the proposed amendment of the zoning map and the rezoning of the properties at 572 Woodland Avenue (18 047 32 007), 582 Woodland Avenue (18 047 32 002), 586 Woodland Avenue (18 047 32 006), 590 Woodland Avenue (18 047 32 005), 596 Woodland Avenue (18 047 32 009), 606 Woodland Avenue (18 047 32 008) and 616 Woodland Avenue (18 047 34 001) Scottdale, GA 30079 (within the City of Clarkston) from I- Light Industrial to NR-CD Neighborhood Residential Community Development District.

City Manager (CM) Qawiy reiterated the purpose of the public hearing and shared that there is a new Planning and Economic Development Manager, Katherine Hernandez, who is available for questions and will oversee future meetings of the Planning and Zoning Board.

CM Qawiy gave an overview of the Mayor and City Council's initiative to amend the zoning map, background information for the subject properties and the rezoning criteria per the Code of Ordinances of the City of Clarkston.

CM Qawiy confirms that the staff has completed the research on the rezoning and that they recommend approval of the amendment to the zoning map and a rezoning of the subject properties.

Chair McFarland opened the public hearing, requesting that those in favor go first.

CM Qawiy confirms that there are no registered speakers and asks those in attendance to raise their hand and speak.

Brian Medford spoke in favor the rezoning. He spoke about the area formerly being Mitchell's Auto Repair and that the location has needed something and this is a good move forward. He spoke about the challenge to development due to the remediation required by contaminated topsoil, but that this could be a good gateway location that does not need to be a carwash or storage facility. Mr. Medford said he is appreciative of the proactive nature of this rezoning.

Amy Medford spoke in favor of the rezoning. She thinks this is a great idea and an ideal location and that the rezoning opens the location up to new possibilities for a gateway development. She shared that she believes the light industrial zoning is limiting and that she does not want the first thing that people see when they come into the city to be a warehouse. Mrs. Medford wants to see it go forward and become something amazing that can lead people into the city.

Monet Sanders spoke in favor of the rezoning and that it is a wonderful idea and an exceptional expansion to Clarkston. She shared that she has questions regarding the rezoning of another building so that it can be zoned for medical. She questioned if the current parcels are zoned for hospital or medical use.

CM Qawiy asked Ms. Sanders to inquire with the City of Clarkston/PED Manager directly to address her questions regarding zoning

Chair McFarland reminded those in attendance that an item must be on the agenda in order for it to be discussed.

With no additional speakers, Chair McFarland closed the public comment portion of the public hearing.

Chair McFarland shared concerns regarding the environmental remediation of the site, particularly the topsoil and that it may require a lot of work to take out the bad soil. He hopes the Cit Council has considered that aspect of the rezoning.

Herbert Clark asked if there is a proposed plan for the site. He also asked if there is particular list of things that can and cannot go in these areas.

CM Qawiy responded that the uses there will be what is allowed in the NR-CD.

Herbert Clark shared he is concerned about the beautification of the city and that there needs to be criteria to keep the city beautiful. He shared that whatever is allowed to be put in these areas need to benefit of our diverse community, it cannot be one side, it has to benefit all residents.

CM Qawiy confirms that there are currently no plans for development of these parcels. She shared it is proactive for us that we are in alignment with what we said we want the future to be and that it is in our comprehensive plan.

Lisa Williams asked about the exiting property owners that are on the lots and would they be grandfathered in as non-conforming.

CM Qawiy confirmed that everyone would be grandfathered because they are either vacant or a house.

Lisa Williams asked if the lots are occupied by homes or businesses. She questioned if we needed to worry about disrupting anyone's business.

CM Qawiy responded that no one has a business license or a development as of today and that no one has applied. She confirmed that there is nothing under contract or pending for review with the City of Clarkston.

Chair McFarland asked what an example of a maker space is.

Brian Medford responded that it is a community space with equipment for use, such as a 3D Printer and tools. He shared that it is a place where people can get together and make DIY Projects.

With no additional discussion from the Board, Chair McFarland called for a motion.

Birendra Dhakal made a motion to approve the amendment to the zoning map and a rezoning of the subject properties, seconded by Herbert Clark. The motion passed 5/0/0.

F. OTHER BUSINESS: Chair McFarland opens the discussion for Other Business, which is to discuss the proposed 2023 Planning and Zoning Board meeting schedule.

CM Qawiy confirms that the meeting calendar shows the same time of the 3rd Tuesday of every month at 7:00pm.

Birendra Dhakal asked if they would remain Zoom meetings or will they be in-person meetings.

CM Qawiy responded that while it is up to the Planning and Zoning Board Members, it is good to be consistent with the City Council. She confirmed that they will continue to do Zoom meetings until there is a safe environment to move to.

CM Qawiy shared that Chair McFarland and Herbert Clark have been reappointed as members of the planning and zoning board by the Mayor and City Council.

Herbert Clark shared that he is thankful to Clarkston who is given him so much.

Chair McFarland shared he echoes this sentiment and thanked everyone.

G. ADJOURNMENT – Chair McFarland called for a motion to adjourn. Lisa Williams made the motion to adjourn, seconded by Birendra Dhakal. The meeting was adjourned at 7:41PM.

ITEM NO: 6B

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session BUSINESS AGENDA / MINUTES

Review/Discussion

ACTION TYPE:

MEETING DATE: January 3, 2023

SUBJECT: To review and discuss the selection of Vice-Mayor.

DEPARTMENT: CITY ADMINISTRATION	PUBLIC HEARING: □YES ☒ NO
ATTACHMENT: □YES □NO Pages:	INFORMATION CONTACT: Beverly H. Burks, Mayor PHONE NUMBER: 404-296-6489

PURPOSE: To review and discuss the selection of a Vice-Mayor for 2022.

NEED/ IMPACT: The Vice-Mayor is selected for a term of one year. The Vice-Mayor shall perform the duties of the Mayor during his/her absence or inability to act, and shall fill out any unexpired term in the office of Mayor, unless and until the position is filled by special election.

RECOMMENDATION: N/A

ITEM NO: 6C

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE: Review/Discussion

MEETING DATE: January 3, 2023

SUBJECT: To review and discuss continuing services with the City Attorney.

PUBLIC HEARING: □YES ☒ NO

INFORMATION CONTACT: Shawanna Qawiy,

City Manager

PHONE NUMBER: 404-296-6489

<u>PURPOSE:</u> To review and discuss continuing services with the City Attorney, Stephen Quinn of Wilson, Morton & Downs, LLC.

NEED/ IMPACT: The City Attorney will continue to provide legal representation of the City.

RECOMMENDATION: N/A

ITEM NO: 6D

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: January 3, 2023

SUBJECT: To review and discuss a resolution authorizing the reappointment of the Municipal Court Judge.

DEPARTMENT: CITY ADMINISTRATION	PUBLIC HEARING: □YES ☒ NO
ATTACHMENT: □YES □NO Pages:	INFORMATION CONTACT: Beverly H. Burks, Mayor PHONE NUMBER: 404-296-6489

PURPOSE: To review and discuss the reappointment of the Municipal Court Judge, David Will.

NEED/ IMPACT: The Municipal Court Judge will preside over the City of Clarkston Municipal Court.

RECOMMENDATION: Staff recommends reappointing the Municipal Court Judge.

RESOLUTION NO
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE CONTRACT AND REAPPOINTMENT OF THE MUNICIPAL COURT JUDGE TO SERVE AS JUDGE OF THE CLARKSTON MUNICIPAL COURT.
* * * * *
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:
Section 1. That the City Council hereby authorizes the contract and
reappointment of Municipal Court Judge, David Will to serve as Judge of the Clarkston
Municipal Court for Judge services. A copy of said contract is attached to this resolution
as "Exhibit A" and are incorporated herein for all purposes.
PASSED, APPROVED and RESOLVED this day of January 2023.
Beverly H. Burks, Mayor
ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

CONTRACT TO PROVIDE MUNICIPAL JUDGE SERVICES

THIS AGREEMENT is made and entered into effective January 1, 2023, between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and DAVID C. WILL, Attorney at Law.

WITNESETH:

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

WHEREAS, DAVID C. WILL is qualified to serve as Municipal Judge pursuant to O.C.G.A § 36-32-1.1 and desires to serve as Judge of the Clarkston Municipal Court; and

WHEREAS, DAVID C. WILL desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY; and

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

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

- 1. <u>Duties</u>. The CITY hereby contracts with DAVID C. WILL to perform all functions and duties specified in Section 3.06 of the Charter of the CITY OF CLARKSTON and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
 - a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
 - b. Preside over criminal cases, traffic cases, parking cases, municipal ordinance caes, arraignments, trials, and hearings and set forth the courtroom calendar;

- c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
- d. Coordinate with the City Solicitor and Court Clerk to reduce or eliminate backlog of pending cases;
- e. Review annually data gathered by the CITY regarding cases generated by the Clarkston Police Department which are being filed in the Municipal Court;
- f. Prepare an annual report concerning Municipal Court operations and personally present that report to the City Council;
- g. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court;
- h. Make recommendations to the CITY to improve the financial or other operating conditions of the Court; and
- i. Appoint a qualified member of the State Bar of Georgia to serve as Public Defender for the Municipal Court pursuant to O.C.G.A. § 36-32-1(f).
- 2. <u>Independent Contractor</u>. In performing the duties of Municipal Court Judge, DAVID C. WILL shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his judicial responsibilities, save and except that DAVID C. WILL agrees to carry out his duties in a timely, consistent, and impartial manner. If any employee or agent of DAVID C. WILL's is tasked to assist with the duties of DAVID C. WILL under this agreement such employee/agent shall remain solely employee/agent of DAVID C. WILL. DAVID C. WILL agrees to comply with Title 34, Chapter 9 and all other applicable laws as to such persons.
- 3. <u>Pro Tem Services</u>. While it is agreed that DAVID C. WILL shall personally serve as Municipal Judge and shall be available to fill the duties of that office generally not less than eighty percent of the time, it

is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appointment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when DAVID C. WILL must be absent from that position. Therefore:

- a. On or before the 1st of January of each and every year this contract remains in effect, DAVID C. WILL shall submit to the City Council the names of those persons whom he wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Georgia State Bar, in good standing, and must be satisfactory to the City Council of the CITY. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by DAVID C. WILL and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Clarkston and shall exercise the same functions, duties, powers, and responsibilities as those assumed by DAVID C. WILL pursuant to this agreement.
- b. DAVID C. WILL shall compensate all pro tem municipal judges at his own expense and upon such terms as he and they may agree.
- c. DAVID C. WILL shall make a reasonable effort to maintain a pool of at least two pro tem municipal judges and shall endeavor to rotate pro tem services evenly among the approved pro tem pool so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.
- d. DAVID C. WILL shall instruct all pro tem municipal judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
- 4. <u>Term</u>. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2023. This contract may be renewed annually upon the terms set forth herein or upon any other terms

- mutually acceptable to both parties.
- 5. <u>Compensation</u>. Effective January 1, 2023, the compensation shall be \$2,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
- 6. <u>Removal</u>. DAVID C. WILL may be removed from his position as Municipal Judge during the term of this Agreement for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.2.
- 7. <u>Hours of Work</u>. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall report, when requested by the City Council, an account describing the amount of time he is devoting to his judicial duties.
- 8. <u>Periodic Review</u>. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.
- 9. <u>Dues and Subscriptions</u>. The Municipal Court Judge shall maintain membership in the Georgia Council of Municipal Court Judges and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for his continued professional growth and advancement and to improve his performance as Municipal Judge of the CITY OF CLARKSTON. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, he may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.
- 10. <u>Professional Development</u>. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement referred to in paragraph 9 above shall apply to expenses incurred pursuant to this paragraph as well.
- 11. General Provisions. This Agreement shall constitute the entire agreement

between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to DAVID C. WILL or any pro tem judge other than as set forth herein.

CITY OF CLARKSTON:	
Beverly H. Burks, Mayor	DAVID C. WILL
Date:	Date:
ATTEST:	
Tomika R. Mitchell, City Clerk	
Approved as to Form:	
Stephen Quinn Stephen G. Quinn, City Attorney	

ITEM NO: 6E

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session **BUSINESS AGENDA / MINUTES**

ACTION TYPE:
Review/Discussion

MEETING DATE: January 3, 2023

<u>SUBJECT:</u> To review and discuss a resolution authorizing the recommendation by the Municipal Court Judge to appoint Brittany N. Trammell as the Solicitor.

Pages:	ORMATION CONTACT: Shawanna Qawiy, City Manager David Will, Municipal Court Judge ONE NUMBER: 404 -296-6489

<u>PURPOSE:</u> To review and discuss the recommendation by the Municipal Court Judge to appoint Brittany N. Trammell as Solicitor.

<u>NEED/ IMPACT</u>: The Solicitor will provide Prosecuting Attorney Services to the City of Clarkston Municipal Court

RECOMMENDATION: N/A

RESOLUTION NO
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE CONTRACT AND REAPPOINTMENT OF THE SOLICITOR TO SERVE AS THE PROSECUTING ATTORNEY FOR THE CITY OF CLARKSTON MUNICIPAL COURT.
* * * * *
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:
Section 1. That the City Council hereby authorizes the contract and
reappointment of Solicitor, Brittany N. Trammell to provide Prosecuting Attorney
Services to the City of Clarkston Municipal Court. A copy of said contract is attached to
this resolution as "Exhibit A" and are incorporated herein for all purposes.
PASSED, APPROVED and RESOLVED this day of 2023.

ATTEST:

Tomika R. Mitchell, City Clerk

Beverly H. Burks, Mayor

EXHIBIT A

CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES TO CLARKSTON MUNICIPAL COURT

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

WITNESETH:

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

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

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

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

- 1. <u>Duties</u>. The CITY hereby contracts with BRITTANY N. TRAMMELL to perform all functions and duties of the prosecuting attorney of the Clarkston Municipal Court (i.e., serve as City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
 - a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court;
 - b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
 - c. Participate in administrative and research functions in civil areas when so directed by the City Manager;

- d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
- e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures;
- f. Coordinate with the Municipal Court Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases;
- g. Annually review data gathered by the CITY regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;
- h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council;
- i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and
- j. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.
- 2. <u>Independent Contractor</u>. In performing the duties of City Solicitor, BRITTANY N. TRAMMELL shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his prosecutorial responsibilities, save and except that BRITTANY N. TRAMMELL agrees to carry out his duties in a timely, consistent, fair and effective manner.
- 3. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2023. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, BRITTANY N. TRAMMELL shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed

- to vest in BRITTANY N. TRAMMELL any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.
- 4. <u>Compensation</u>. Effective January 1, 2023, the compensation shall be \$1,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
- 5. <u>Hours of Work</u>. It is recognized that the hours devoted by the Solicitor in the performance of his responsibilities may vary with the caseload of the Court. The Solicitor shall report to the City Manager upon request the amount of time he is devoting to his duties as Solicitor.
- 6. <u>Periodic Review</u>. The City Council may review the performance and compensation of the City Solicitor by such method and at such times as the Council shall deem appropriate.
- 7. <u>Dues and Subscriptions</u>. The City Solicitor shall maintain membership in an appropriate statewide organization for City Solicitors and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the City Solicitor to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve her performance as City Solicitor. Should the City Solicitor desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.
- 8. <u>Professional Development</u>. The CITY agrees to reimburse the City Solicitor for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the City Solicitor. The procedures for reimbursement referred to in paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.
- 9. <u>General Provisions</u>. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the

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

CITY OF CLARKSTON:	
Beverly H. Burks, Mayor	BRITTANY N. TRAMMELL
Date:	Date <u>:</u>
ATTEST:	
Tomika R. Mitchell, City Clerk	
Approved as to Form:	
Stephen Quinn Stephen G. Quinn, City Attorney	

ITEM NO: 6F

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session **BUSINESS AGENDA / MINUTES**

ACTION TYPE:
Review/Discussion

MEETING DATE: January 3, 2023

SUBJECT: To review and discuss a resolution authorizing the reappointment of the Auditor.

DEPARTMENT: CITY ADMINISTRATION	PUBLIC HEARING: □YES ☒ NO
ATTACHMENT: □YES □NO Pages:	INFORMATION CONTACT: Beverly H. Burks, Mayor PHONE NUMBER: 404-296-6489

PURPOSE: To review and discuss a resolution authorizing the reappointment of the Auditor.

<u>NEED/ IMPACT</u>: The auditor will conduct an annual audit of all financial books and records of the City in compliance with the requirements of State general law. The City Council shall engage, pursuant to an annual contract, a Certified Public Accountant or Accounting Firm.

RECOMMENDATION: Staff recommends reappointing Mauldin & Jenkins, LLC as the auditor for the City of Clarkston.

RESOLUTION NO
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE APPOINTMENT OF COUNCILMEMBERS TO THE STANDING ADVISORY COMMITTEES.
* * * * *
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:
Section 1. That the City Council hereby authorizes the appointment of
Councilmembers to the following Standing Advisory Committees: Public Safety and
Legal Committee; Transportation and Environment Committee; Housing and
Infrastructure Committee; Community Development and Civic Innovation Committee;
Business and Economic Development Committee; Equality, Inclusion, and Opportunity
Committee. A copy of said appointments is attached to this resolution as "Exhibit A"
and are incorporated herein for all purposes.
PASSED, APPROVED and RESOLVED this day of 2023.
Beverly H. Burks, Mayor ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

Chair:
Vice-Chair:
Members:
Transportation and Environment Committee
Chair:
Vice-Chair:
Members:
Housing and Infrastructure Committee:
Chair:
Vice-Chair:
Members:
Community Development and Civic Innovation Committee:
Chair:
Vice-Chair:
Members:
Business and Economic Development Committee
Chair:
Vice-Chair:
Members:
Equality, Inclusion, and Opportunity Committee:
Chair:
Vice-Chair:
Members:
Wielitoots.

Public Safety and Legal Committee

ITEM NO: 6G

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:

MEETING DATE: JANUARY 3, 2023

Review/Discsussion

SUBJECT: To discuss and review appointing council members to the Standing Advisory Committees.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: □YES ☒ NO

ATTACHMENT:

✓ YES □NO

Pages:

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

PURPOSE: To discuss and approve appointing council members to the Standing Advisory Committees

<u>NEED/ IMPACT</u>: The Standing Advisory Committees were created to study and formulate policy and recommendations that will benefit the community by collaborative efforts with city and community leaders and residents.

The Standing Advisory Committees are Public Safety and Legal Committee; Transportation and Environment Committee; Housing and Infrastructure Committee; Community Development and Civic Innovation Committee; Business and Economic Development Committee; and Equality, Inclusion, and Opportunity Committee.

RECOMMENDATIONS:

Public Safety and Legal Committee

Chair:

Vice-Chair:

Members:

Transportation and Environment Committee

Chair:

Vice-Chair:

Members:

Housing and Infrastructure Committee:

Chair:

Vice-Chair:

Members:

Community Development and Civic Innovation Committee:

Chair:

Vice-Chair:

Members:

Business and Economic Development Committee

Chair:

Vice-Chair:

Members:

Equality, Inclusion, and Opportunity Committee:

Chair:

Vice-Chair:

Members:

ITEM NO: 6H

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session **BUSINESS AGENDA / MINUTES**

ACTION TYPE: Review/Discussion

MEETING DATE: January 3, 2023

SUBJECT: To discuss the 2023 Mayor, Council, and Staff Retreat.

DEPARTMENT: CITY ADMINISTRATION	PUBLIC HEARING: □YES ☒ NO
ATTACHMENT: □YES □NO Pages:	INFORMATION CONTACT: Beverly H. Burks, Mayor PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the 2023 Mayor, Council, and Staff Retreat

NEED/ IMPACT: Annually city management, city department heads and the mayor and city council convene at a location to discuss the mission and goals of the city. This meeting/workshop allows leadership to review accomplishments from the previous year and to establish program goals and strategies for the upcoming year.

RECOMMENDATION: N/A